

REGULAR COUNCIL MEETING

Tuesday, December 12, 2023 7:00pm

<https://us06web.zoom.us/j/88982525535?pwd=VzJXOU5taUdoYkgySUdUcldqSUVGOT09>

Meeting ID: 889 8252 5535 Passcode: 675736

One tap mobile 929-205-6099

1. Call to Order – 7:00 p.m.
2. Adjustments to the Agenda
3. Visitors and Communications
4. Consent Agenda
 - A. Approval of Minutes Regular City Council Meeting of Tuesday December 5, 2023
 - B. City Warrants:
 - i. Approval of City Warrants from Week of December 12, 2023
 - C. Clerk’s Office Licenses and Permits
 - D. Ratify lease agreement with Barre Up
 - E. Authorize the Manager to execute contract(s)
 - i. Martin Appraisal Services, Inc.
5. City Clerk & Treasurer Report
6. Liquor/Cannabis Control Boards
7. City Manager’s Report
8. New Business
 - A. FY25 budget update
 - B. Review LOI for development of Seminary St. parking lot
9. Upcoming Business
10. Round Table
11. Executive Session – As Needed
12. Adjourn

The next meeting of the City Council is scheduled for Tuesday, December 19, 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 AND EVENTS

Monday, December 11

Police Advisory Committee 6PM Alumni Hall

Wednesday December 13

Building & Facilities 8PM Alumni Hall

Thursday December 14

Justice, Equity, Diversity, Inclusion and Belonging Committee 6:30PM Zoom ONLY

Planning Commission 5:30 Council Chambers

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

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



City of Barre, Vermont

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

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

MEMO

TO: City Council
FR: The Manager
DATE: 12/8/2023
SUBJECT: Packet Memo re: 12/12/23 Council Meeting Agenda Items

Councilors:

The following notes apply to packet support materials for the Subject Council Meeting Agenda. Please note, that at the Mayor's request, the start time of this meeting has shifted back to 7:00PM. As a reminder, the next regular Council after Tuesday will be Tuesday, December 19, 2023 at 7:00PM.

4-E Authorize the Manager to execute contract(s): Martin Appraisal Services, Inc.

I am very excited to bring to the Council for ratification a contract between the City and Martin Appraisal Services, Inc. to appoint Lawrence Martin and Carly Martin as Assessor and Assistant Assessor, respectively. This contract was executed on December 8, 2023 and is effective December 11, 2023. The City has not had an Assessor for many years, and this contract will meet this key city function.

8-A FY25 budget update

There is no memo in the packet for this agenda item. A PowerPoint presentation will be distributed to the Council ahead of the meeting. There is no new information to report to the Council on the draft budget condition, we will place before Council a discussion topic regarding moving of the Town Meeting Day date. Staff supports delaying Town Meeting Day this year so that we may craft a budget that may be informed by better data, including (a) assistance to be received by the state, (b) more year-to-date data, and (c) greater understanding of the impacts of the flood on the grand list. As a reminder, Aldrich Public Library, Barre Area Development, and The Barre Partnership will present their budget requests at the December 19, 2023 Council meeting.

8-B Review LOI for development of Seminary St parking lot

A draft Letter of Interest (LOI) to issue for development of the Seminary St parking lot is included in the packet. This LOI is responsive to the Council's Housing Strategies adopted at the December 5, 2023 meeting. We are requesting Council feedback on the contents of the LOI and the proposed timeline.

**Regular Meeting of the Barre City Council
Held December 5, 2023**

The Regular Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 6:00 PM at City Hall, Barre, Vermont. In attendance were: From Ward I, Councilors Emel Cambel and Thom Lauzon; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Michael Deering and Samn Stockwell. City staff members present were City Manager Nicolas Storrellicastro, Assistant Manager Dawn Monahan, Planning Director Janet Shatney, Police Chief Brad Vail, Mental Health Clinician Annie Kasper, Human Resources Director Rikk Taft, IT Administrator Kris Kirby, Homelessness Coordinator Tess Taylor, and Clerk/Treasurer Carol Dawes.

Absent: NONE

Others Present: NONE

Adjustments to the Agenda: The following adjustments were made:

- Added discussion on the Christmas for Kids program under new items.
- Moved VLCT Welcoming and Engaging Communities to consent agenda.
- Moved VOREC to consent agenda.
- Added discussion on legislative platform to Leonine Public Affairs item under new business.

Visitors and Communications: NONE

Police Chief Brad Vail introduced Annie Kasper, the new mental health clinician who is embedded with the police departments in both Barre City and Montpelier. Ms. Kasper said she is helping educate officers and staff on addressing mental health needs in the community, and is collaborating closely with the department's social services specialist Brooke Pouliot. Councilors welcomed Ms. Kasper.

Steve Restelli said the November 21st minutes didn't accurately reflect his presence under Visitors and Communications. Clerk Dawes said she will review the minutes and correct as necessary. Mr. Restelli read a petition signed by property owners around 2 Orchard Street, saying they have noticed a change in the historical and non-conforming use of the property. He read off a list of adverse impacts that have occurred in the neighborhood, and asked that the petition be entered into the City records. Mr. Restelli said he has filed complaints with Code Enforcement and the police. The neighbors are asking that outdoor activities at the property cease and desist. Manager Storrellicastro said staff members have toured the area, and are working with the City Attorney on defining and interpreting the terms "existing", "prior use", and "conforming/non-conforming". The Manager said he will update the Council in executive session at the next meeting.

Alex Raeburn said he is the owner of 44 Pike Street, which has been red-tagged as uninhabitable since the July flooding and landslides, and there has been no measurable action to date with regards to his request for a buyout. Manager Storrellicastro said the City is waiting for the geotechnical report from Sanborn Head Associates so there are clear expectations of potential liability, and actions that will need to be taken to secure the area before the City can approve the buyout. There was discussion on timelines, managing expectations going forward, setting realistic goals with Sanborn Head, and what role the state is playing in decision-making around buyouts.

Rainbow Bridge Community Center executive director Shawna Trader said the Poor Peoples Campaign is holding a kickoff event at RBCC tomorrow morning to start a Barre City cohort.

Brandy Lussier and her daughter Shayla Messier, who live at 36 Pike Street, said they are in a similar situation as Mr. Raeburn, and noted it's difficult to be out of their home and paying rent elsewhere while they wait for the buyout situation to be resolved. Ms. Messier said there are concerns about her son being able to continue in the Barre school system while they are living outside the area. There was discussion on the buyout program and waiting on the geotechnical engineering reports, and having the Manager offer weekly update sessions. The Manager will give the Council an update on the finances around the properties on the potential buyout list at a future meeting.

Amy Galford suggested that Sanborn Head might possibly present a draft version of the final report that would be adequate for making decisions on the buyouts.

Shawna Trader asked about FEMA trailers to replace lost housing.

Approval of Consent Agenda:

Danielle Owczarski and Peter Anthony from the River Access Task Force said they are partnering with Friends of the Winooski on a Vermont Outdoor Recreation Economic Collaborative (VOREC) grant application for master planning around wayfinding and preliminary design work for an ADA accessible trail to the waterfalls near Rotary Park. There will be future exploration and planning around similar access near the Vermont Granite Museum.

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

- A. Approval of Minutes:
 - i. Regular meeting of November 21, 2023.
- B. City Warrants as presented:
 - 1. Ratification of the Warrants from week 2023-48, dated November 29, 2023
 - i. Accounts Payable: \$224,258.99
 - ii. Payroll (gross): \$159,648.79
 - 2. Approval of Week 2023-49, dated December 6, 2023:
 - i. Accounts Payable: \$2,029,341.82
 - ii. Payroll (gross): \$198,965.67
- C. 2023 Clerk's Office Licenses & Permits: NONE
- D. Approve City fee schedule changes associated with electric vehicle charging stations
- E. Ratify Council's 11/21/23 approval of documents and resolution #2023-13 for revolving loan RF3-514-1.0
- F. Ratify Council's 11/21/23 approval of free downtown holiday parking through January 1, 2024
- G. Errors & Omissions: 0 Country Way & 0 Westwood Parkway
- H. Approve Sno-Bees Snowmobile Club Landowner Permission Form (authorize Manager Storlicastro to sign)
- I. VOREC grant project proposal for ADA trail (moved from new business under adjustments)
- J. VLCT Welcoming and Engaging Communities cohort application (moved from new business under adjustments)

City Clerk & Treasurer Report –

City Clerk/Treasurer Carol Dawes reported on the following:

- Water/sewer bills mailed out last week. Due by January 2, 2024.
- Application form for flood-related abatement requests sent out last week.

Liquor Control Board/Cannabis Control Board – NONE

City Manager’s Report –

Manager Storrellicastro reported on the following:

- Substantial damage letters associated with the flood are being sent out this week to 96 properties. The letters ask property owners to file any required building or zoning permits by the end of December so as to allow for more accurate data on flood damage.
- The City has executed a lease with Barre Up for use of the former police department space. The lease runs to May 2024, and will come to Council for ratification at the next meeting.

New Business –

A) VOREC grant project proposal for ADA trail.

Moved to consent agenda under adjustments

B) Authorize the Manager to execute contract(s):

i. Leonine Public Affairs

Manager Storrellicastro said the proposal is to engage Leonine Public Affairs to serve the City as lobbyists during the upcoming legislative session to work on securing flood recovery funding support. Nick Sherman from LPA said they are being engaged by Barre City and Montpelier for similar work, and such funding would likely be included in a budget adjustment or omnibus spending bill, and not limited to these two municipalities. There was discussion on advocating for flood recovery, providing boots on the ground advocacy at the statehouse in addition to Barre City and Washington County representation, scope of services, and setting a single point of contract.

Council approved the \$15,000 contract with Leonine Public Affairs on motion of Councilor Waszazak, seconded by Councilor Stockwell. **Motion carried.**

There was further discussion on establishing a legislative platform of other items the City is interested in pursuing including:

- Charter changes
- Infrastructure replacement post-flood
- Future of the courthouse
- Public safety
- Support for areas housing social services
- Homelessness
- Streets and bridges
- Central Vermont bike path
- State highway aid funding
- Housing investments
- Clean water
- Flood mitigation
- Land use/Act 250
- Infrastructure to meet needs for climate change
- Substance abuse issues

Mayor Hemmerick said next steps are to set a meeting to discuss priorities and develop a list for adoption. Councilors will send ideas to the Manager for compilation.

C) Citywide reappraisal update.

Bill Krejeski from New England Municipal Consultants said they are currently scheduled to begin work on the City-wide reappraisal this year, but he is recommending a one-year delay due to flood damage. In the interim they will work with the assessing department to catch up on the backlog of building and zoning permits. Mr. Krajeski noted the grand list software referenced in the original contract is now available online and won’t require the purchase of a server.

Barre Unified Union School District board member Sonya Spaulding said her major concern is the City’s common level of appraisal (CLA) which is used to calculate education tax rates. The City’s CLA is below the mandatory reappraisal threshold of 85%. Clerk Dawes noted the City has informed the state that a reappraisal is scheduled, which satisfies the statutory requirements.

Council approved cloud-based hosting of the grand list software, work towards reduction or elimination of the permit backlog, and a one-year extension for the reappraisal on motion of Councilor Lauzon, seconded by Councilor Cambel. **Motion carried.**

D) FY25 budget update.

Manager Storellicastro gave a PowerPoint presentation on the draft budget and highlighted the proposed reductions, increases in the tax rate due to grand list losses following the flood, and plans to lobby the state for funding assistance.

There was discussion on breaking down the grand list reductions based on which ones are likely to be permanent and which ones are recoverable; being strategic about making investments to grow the grand list; level funding of outside organizations; using Brusa Trust funds for municipal swimming pool operations; and using civic center capital funds for operations.

Former City Manager Steve Mackenzie suggested moving town meeting to May so as to allow additional time before setting a budget. Manager Storellicastro will research if that is possible considering the City's charter.

There was continued discussion on reviewing the tax rate calculations at the next budget presentation, cost savings through shuttering Alumni Hall or renting out more of the space, early retirement buyouts, reopening collective bargaining agreements, and how to word the budget article on the ballot.

Joelen Mulvaney said the Vermont Youth Conservation Corps is available to perform services.

David Delcore asked if it would be possible to just vote an amount to be raised by taxes rather than a budget amount. Clerk Dawes said the charter calls for voting on a budget. Manager Storellicastro will get a legal opinion on that question.

Manager Storellicastro said the Council will hold a budget seminar on January 9th with all department heads present.

E) Adopt Council housing strategy.

Manager Storellicastro reviewed the draft housing strategy. It was noted strategies change with priorities and opportunities, and that adopting a consensus vision sends a message to funders that the City is motivated to move forward.

Jeremy Spiro-Winn said development needs to be mixed use, walkable, high density, mixed income, and include ground floor business development. He suggested looking at pre-development agreements from St. Albans as good examples.

Council approved the housing strategy as presented on motion of Councilor Lauzon, seconded by Councilor Stockwell. **Motion carried.**

F) Discuss implementation of equity impact assessment tool.

Joelen Mulvaney, chair of the Justice, Equity, Diversity, Inclusion and Belonging Committee, read a statement from the committee recommending Council address the issue of community involvement with every proposed project, regardless of funding sources. They encouraged outreach and surveying, and use of the Barre City Equity Impact Assessment Tool for all development projects. There was discussion on the types of outreach that would be the most effective with the available resources and time.

To be approved at 12/19/23 Barre City Council Meeting

G) VLCT Welcoming and Engaging Communities cohort application.

Moved to consent agenda under adjustments

Added) Christmas for Kids (added under adjustments)

Councilor Boutin said \$4,258 was raised during last Saturday's coin drop held by the Council. The funds will be used to benefit the Christmas for Kids program. Councilor Boutin noted this is in addition to the \$6,000+ that has been donated by local businesses and individuals. He thanked Barre City Police Corporal Jason Fleury and his daughter Katie, who each year do all the outreach to schools and service organizations to identify kids in need, shop for and wrap all the gifts, and coordinate distribution.

Council approved allocating all funds raised for the Barre Juvenile Officers Association for its Christmas for Kids program on motion of Councilor Boutin, seconded by Councilor Deering. **Motion carried.**

Upcoming Business –

The following items will be on the 12/19 agenda:

- Continued discussion on legislative platform
- Ratification of Barre Up lease
- Update on volunteer activities following the flooding, cleanup and recovery

It was requested that there be a meeting next week to focus on the FY25 budget.

Round Table –

Those Councilors who participated in last Saturday's coin drop spoke of the generosity of the community.

Councilors attended the ribbon cutting at new business Tally on N. Main Street.

Councilor Deering said the Vermont Young Republicans are holding a Christmas ball at the Elks Club this Saturday.

Councilor Lauzon suggested meeting weekly until the FY25 budget is finalized.

Councilor Stockwell said White River Junction is a good example of medium density housing.

Councilor Boutin thanked those who participated in Saturday's coin drop, and the staff at Community National Bank for processing the receipts.

Mayor Hemmerick thanked public works employees for their smooth handling of the first snow storms of the season.

Executive Session – NONE

The meeting adjourned at 9:50 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



City of Barre, Vermont

"GRANITE CENTER OF THE WORLD"

Department of Public Works Permit Application Form

Applicant Information			
Project E911 Address	109 Brooklyn St Barre, VT	Date	12/7/23
Applicant Name	Joel Parry	Phone	802-279-8488
Contractor Information (if different than applicant)			
Company	K. Bellavance Landworks & Hauling	Address	69 Pitman Rd Barre, VT
Contact Name	Josh Heath	Email	josh@bellavancelandworks.com
Cell Number	802-505-3351	Phone	802-279-8488
Certificate of Insurance on file (Circle one): YES/NO			
Access (check all that apply)			
<input type="checkbox"/>	New, permanent access to a public road will be created or existing access will be altered.		
<input type="checkbox"/>	New, temporary access to a public road will be created		
Excavation within the City ROW (check all that apply)			
<input checked="" type="checkbox"/>	Excavation work will be taking place within the City ROW		
<input type="checkbox"/>	Changes will alter or obstruct an existing drainage path within the City ROW. Explain on site plan		
Areas in the City ROW that will be disturbed:			
<input checked="" type="checkbox"/>	Asphalt	Fee: \$6/SF Estimated SF to be replaced: <u>100 SF</u>	Total: <u>\$600</u>
<input type="checkbox"/>	Gravel	Fee: \$3/SF Estimated SF to be replaced: _____	Total: _____
<input type="checkbox"/>	Sidewalk	Fee: \$5/SF Estimated SF to be replaced: _____	Total: _____
<input type="checkbox"/>	Curbing	Fee: \$10/LF Estimated LF to be replaced: _____	Total: _____
(\$100 minimum permit fee)			Total: <u>\$600</u>
Water (check all that apply)		\$2,000/Connection	Total: _____
Service Information: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Other			
Type and size of water service:			
<input type="checkbox"/>	Single family, residential, new service		
<input type="checkbox"/>	Two or more family, residential, new service		
<input type="checkbox"/>	Non-residential, new service		
<input type="checkbox"/>	Sprinkler connection		
<input type="checkbox"/>	Sprinkler flow test		
<input type="checkbox"/>	Water Turned On/Off (Service fee)		
Sewer (check all that apply)		\$2,000/Connection	Total: _____
Service Information: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Other			
Describe wastewater characteristics:			
Type and size of sewer service:			
<input checked="" type="checkbox"/>	Residential Connection		
<input type="checkbox"/>	Non-Residential Connection		

Site Plan	
A site plan shall be submitted with this application. It shall show the following:	
<input type="checkbox"/>	Project E911 Address
<input type="checkbox"/>	Property Lines including Easements and Right-of-Way
<input type="checkbox"/>	Streets/Roads
<input type="checkbox"/>	Curb Cuts/Driveways
<input type="checkbox"/>	Sidewalks
<input type="checkbox"/>	Buildings/Structures including all outbuildings and sheds
<input type="checkbox"/>	Location of proposed excavation work (if applicable)
<input type="checkbox"/>	Location of proposed water, sewer, or stormwater services (if applicable)

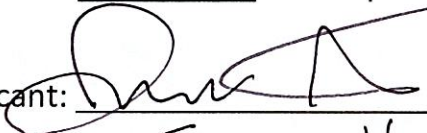
Total Permit Fees: \$ _____

Please make all checks payable to: City of Barre

6 N. Main Street, Suite 5, Barre, VT 05641

Permit fees do not include service installation fees.

Anticipated Start Date: 12/8/23 Anticipated Completion Date: 12/8/23

Signature of Applicant:  Date: 12/7/23

Printed name of Applicant: Joshua Heath

Application Approved and Permit Granted

Signature:  Date: 12/7/23
 Brian Baker, Director of Public Works

Signature: _____ Date: _____
 Janet Shatney, Director of Permitting (concurrence on Access Permit)

Post-Construction Inspection Passed

Signature: _____ Printed Name: _____ Date: _____
 Authorized Signature

(SECTION BELOW TO BE COMPLETED BY WATER AND SEWER DEPARTMENT PERSONNEL ONLY)

Fee Payment Schedule

\$2,000 S.D.C.
 Payment Type: _____
 Date: _____
 Administrator: _____

Service Installation Fee
 Payment Type: _____
 Date: _____
 Administrator: _____

12/12/23

**LEASE: between the
CITY OF BARRE and Barre Up (Long-Term Recovery Group)**

(1) DEFINITIONS:

As used in this Lease, the following terms shall have the meanings set forth hereafter:

"Effective Date" shall mean the stated effective date of this Lease.

"Improvements" shall mean collectively where the context so admits all Landlord Improvements and all Tenant Improvements.

"Landlord" shall mean City of Barre, ATT:
Barre City Manager; 6 N. Main St., Suite 2, Barre, VT 05641

"Lease" shall mean this Lease and all written amendments and modifications thereto.

"Lease Commencement Date" shall mean the first day of the Initial Term of this Lease.

"Rent" shall mean where the context so admits Base Rent.

"Tenant" shall mean Barre Up (Long-Term Recovery Group) as incorporated, 6 N. Main Street, Barre, VT 05641.

"Term" shall mean the Lease Term.

(2) LEASE OF PREMISES:

The Landlord does hereby lease to, and the Tenant agrees to lease from the Landlord, the space commonly known as the "old Police Department," located at the front of City Hall, 6 N. Main Street, with an entrance to Main Street, adjacent to the current Planning, Permitting and Assessing Services Office (Suite 7) and accessible via the back hallway of City Hall. No other use of the premises by Tenant or any assignee of the Tenant's right herein shall be permitted without written consent of the Landlord, which consent shall not be unreasonably withheld.

The premises shall at all times be used in a good and careful manner, and the Tenant shall not use the premises for any unlawful purpose or create or maintain or allow to be created or maintained, any nuisance, waste or unlawful activity thereon. The Tenant shall not knowingly allow or permit any person to become intoxicated. The Tenant shall not knowingly allow or permit any person to possess, consume or sell any unlawful or recreational drug upon the premises, nor shall the premises be used for the viewing or dissemination of any pornographic or sexually explicit materials, nor shall the Tenant allow or permit any persons to possess or brandish weapons on the premises.

(3) TERM OF THE LEASE:

(a) Occupancy Date: On or about September 15, 2023

(b) Lease Commencement Date: November 1, 2023

(c) Expiration Date: May 31, 2024

Upon the mutual interest and consent of both parties and subject to revision of terms as may be appropriate, this lease may be renewed in up to one-month increments.

Notwithstanding any other provision contained herein, it is expressly understood and agreed to by the parties that either party may terminate this Lease sooner by giving no less than 45-days advance written notice to the other party of such desire to terminate.

(4) **RENT:**

Tenant shall pay Base Rent to the Landlord of \$0.

(5) **SUBLETTING AND ASSIGNMENT:**

Tenant shall not assign or sublet this Lease or the premises described herein, or any part thereof, or any right contained in this Lease without the written consent of the Landlord.

At Landlord's sole discretion, Landlord may authorize use of the premises for use by federal government, state government, or social service agencies as authorized by Landlord. Landlord shall provide reasonable notice to Tenant and shall be responsible for providing furniture and space for any additional occupants if requested by Tenant.

(6) **IMPROVEMENTS TO THE PREMISES:**

- (a) Tenant shall only be authorized to make improvements to the premises after obtaining prior written approval and consent of the Landlord. Any such approved improvements shall be made at Tenant's sole cost and expense. If approved by Landlord, Tenant's Improvements shall be made in a good and in a professional manner, employ good materials, and conform to all governmental requirements.
- (b) Each party shall be responsible to obtain all necessary building permits for their respective Improvements.

(6-A) **CONDITION OF THE PREMISES:**

- (a) The Landlord represents that the premises are structurally safe and in a fit condition.
- (b) Tenant shall surrender the premises at the end of the Term in a good condition, reasonable use, wear, and casualty excepted.

(6-B) **MAINTENANCE:**

- (a) Tenant shall be responsible for day-to-day upkeep and maintenance of the interior of the premises. Landlord shall provide basic janitorial service on at least a weekly basis. Tenant shall be responsible for removal of bulk waste, which shall be defined as waste that requires special handling and management and [hazardous waste as defined by the Central Vermont Solid Waste Management District \(CVSWMD\)](#).

(7) **UTILITIES AND INTERNET:**

- (a) Tenant shall not be responsible for payment of any utility bills. Tenant shall take care to ensure that utilities are used responsibly to avoid excessive and unnecessary utility costs, including ensuring that lights and water are turned off when the space is not in active use.
- (b) Tenant shall have access to the Landlord's Wi-Fi, but shall not be authorized nor shall Tenant use the Landlord's secure network connections.

(8) **LANDLORD'S REPRESENTATIONS AND WARRANTIES:**

Landlord hereby represents and warrants to the Tenant as follows:

- (a) The Landlord is the owner of the premises and holds title to the real estate on which the premises is located, subject to no matters of record other than the Permitted Liens.
- (b) None of the Permitted Liens prohibit the Tenant's use of the premises.
- (c) The Landlord has the full right and authority to execute and deliver this Lease and no joinder or approval of another person or party is required therefore.

(9) **TENANT'S REPRESENTATIONS AND WARRANTIES:**

Tenant hereby represents and warrants to the Landlord as follows:

- (a) The Tenant has the full right and authority to execute and deliver this Lease and no joinder or approval of another person or party is required therefore.

(10) **HAZARDOUS MATERIALS:**

Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were on, from, or affecting the premises prior to the Commencement Date or were generated, stored, handled, transported, disposed of, discharged, or released by Landlord or its agents, employees, licensees, contractors or other tenants.

Tenant acknowledges Landlord's concern that the premises be and remain in compliance with applicable environmental laws, regulations, rules, ordinances, and policies and that Landlord has a direct interest in such matters.

Tenant to the extent required by law as a party responsible for the presence, generation, transportation, storage, release, or discharge of Hazardous Materials on or affecting the premises shall complete all actions necessary to identify and handle all Hazardous Materials on, from or affecting the premises in accordance with all applicable federal, state, and local laws, regulations, rules ordinances and policies.

(11) **LIABILITY FOR INJURY:**

Tenant hereby indemnifies and agrees to save Landlord harmless from and against any and all claims of whatsoever nature arising from accidents, damages or injuries resulting or claimed to have resulted solely from an act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, customers, employees or business invitees.

Landlord hereby indemnifies and agrees to save Tenant harmless from and against any and all claims except for those set forth in the preceding paragraph which either (i) arise from or are in connection with the possession, use, occupation, management, repair, maintenance or control of the premises or any portion thereof; (ii) arise from, or are in connection with any act or omission of Landlord or its contractors, licensees, agents, servants, customers, employees or business invitees in connection with the premises; (iii) result from any default, breach, violation, or nonperformance of this Lease or any provisions of this Lease by Landlord with respect to the premises; or (iv) result in injury to any person or property or loss of life.

(12) **INSURANCE:**

Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance. Neither party shall acquire as insured

under any insurance carried by the other any right to participate in the adjustment of loss or to receive insurance proceeds and agrees upon request promptly to endorse and deliver to the other party any checks or other instruments in payment of loss in which it is named as payee.

(13) DAMAGE BY FIRE AND OTHER CASUALTY:

- (a) In case the premises shall be partially damaged by fire, windstorm, or other casualty, Landlord shall promptly repair such damage and restore the premises to substantially its condition prior to the time of such damage (conforming, however, to zoning laws and building codes then in existence).
- (b) In case the premises shall be substantially damaged or destroyed by fire, windstorm or other casualty, the Landlord shall have the option of terminating this Lease by giving written notice to Tenant within thirty days of the casualty; if Landlord fails to exercise its termination option this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall, proceeding with all reasonable dispatch, repair or rebuild the premises to substantially its condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence).
- (c) The terms "substantially damaged" and "substantial damage" as used in this Article shall have reference to damage of such character as cannot reasonably (in the reasonable opinion of Landlord's architect or engineer), be expected to be repaired or the premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

(14) LANDLORD'S RIGHT ON DEFAULT:

- (a) If Tenant breaches this Lease, and such breach continues after the applicable cure period Landlord shall have the following remedies in addition to its other rights and remedies: i. Landlord may terminate the Lease on giving sixty (60) days written notice of such termination to Tenant; and ii. after termination, Landlord may re-let the premises or any part thereof, for any term, at such rent and on commercially reasonable terms.
- (b) Tenant shall be liable to Landlord for all its expenses of the re-letting, and for any necessary repairs made to the premises for damage caused by the Tenant.
- (c) Landlord shall apply the Rent received from re-letting the premises to expenses of the re-letting and repairs made.
- (d) Tenant shall not be deemed in default of this Lease unless: i. a breach in the performance or observance of Tenant's monetary obligations under this Lease remains uncured for a period of fifteen (15) days after written notice from Landlord; or ii. a breach in the performance or observance of Tenant's non-monetary obligations under this Lease remains uncured for a period of thirty (30) days after written notice from Landlord.
- (e) In the event that Tenant remains in possession of the premises following the termination date, Landlord shall have the right to engage in self-help and is hereby authorized to change the locks, remove Tenant and Tenant's effects from the premises.

(15) TENANT'S RIGHTS ON DEFAULT OF LANDLORD:

- (a) If the Landlord breaches this Lease and such breach continues after the applicable cure period, Tenant shall have the following remedies in addition to its other rights and remedies in such event: Tenant may terminate the Lease upon given sixty (60) days written notice of such termination to Landlord; or i. Tenant shall have the right to cure Landlord's default for the amount and at the expense of the Landlord and render a bill to Landlord for the reasonable expense of the cure; and ii. if Landlord fails to pay the bill within thirty

days after its render, Tenant may bring suitable action to require Landlord to pay the bill; and iii. Tenant shall be able to deduct the amount necessary to cure the Landlord's default from any amount which may be due as Rent at current or in the future.

(b) Landlord shall not be deemed in default of this Lease unless: a breach in the performance or observance of Landlord's monetary obligations under this Lease remains uncured for a period of fifteen (15) days after written notice from Tenant; or a breach in the performance or observance of Landlord's non-monetary obligations under this Lease remains uncured for a period of thirty (30) days after written notice from Tenant.

(16) **ATTORNEY'S FEES:**

If either party files an action to enforce its rights under this Lease or for any breach hereunder, the other party agrees to pay the 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.

(17) **TRANSFER OF LANDLORD'S LIABILITY:**

If Landlord shall convey the premises or if Landlord shall transfer Landlord's interest in the premises (including but not limited to a lease thereof), the grantee or transferee shall assume in writing all of the obligations and liabilities of Landlord under this Lease.

(18) **NOTICES:**

Notices required or permitted under this Lease, shall be in writing and shall be deemed given when hand delivered to the City Manager's office or to the Tenant on the premises, deposited with the U.S. Postal Service, first class mail, express mail, certified, or return receipt requested, postage prepaid, or by fax and addressed as follows:

To Landlord:

Barre City Manager; 6 N. Main St., Suite 2, Barre, VT 05641

To Tenant:

Barre Up, 6 N. Main St., Barre, VT 05641

or to such other addresses for which notice has been given to the other party.

(19) **WAIVERS:**

Failure of one party to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by either party at any time, expressed or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision,

(20) **QUIET ENJOYMENT:**

Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the premises for the term hereby demised without hindrance, interference or interruption by Landlord, or any party lawfully or equitably claiming by, through or under the Landlord or by third parties.

(21) **NOTICE OF LEASE:** It is intended that this Lease not be recorded.

(22) **SIGNAGE:**

Tenant shall have the right to install identification, decals and signs, including a promotional sign unit on the exterior of the premises and free-standing sign units. All signs shall conform with the ordinances of the municipality in which the premises are located, and if granted a permit by the municipality be approved by Landlord, which approval will not be unreasonably withheld.

(23) **RULES OF CONSTRUCTION:**

- (a) The term "Tenant" shall where the context permits include the agents, servants, employees, concessionaires, assignees, sub-tenants, successors, customers, invitees and licensees. The word "Landlord" shall also include agents, servants, employees, concessionaires, assignees, successors, invitees, or assigns. "Landlord" in the text of this Lease shall also include any business entity with which Landlord is affiliated. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instance be assumed as though in each case fully expressed.
- (b) It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provisions of this Lease are capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- (c) The submission of this Lease or a summary of same or all of its provisions for examination does not constitute an offer to lease the premises, it being understood and agreed that this Lease or copies hereof shall not bind any party in any manner whatsoever until it has been approved and executed under the handwritten signatures of authorized representatives of Landlord and Tenant.
- (d) The captioned, section letters and numbers and paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect the interpretation of this Lease.
- (e) Wherever in this Lease it is provided that the consent or approval of either party must be obtained in order to authorize any act or course of conduct by the other party, such approval or consent shall not be unreasonably withheld, delayed or conditioned.
- (f) This Lease and the terms, covenants and conditions hereof apply to and are binding upon and shall inure to the benefit of the heirs, successors, executors, administrators, trustees and assigns of the parties hereto.
- (g) No presumptions in the interpretation of this Lease shall arise on account of the fact that one party or the other has drafted some or all of its provisions, and neither party shall be deemed the drafter hereof.
- (h) This Lease contains the entire agreement of the parties with reference to its subject matter and merges all prior negotiations, discussions and understandings of the parties with reference thereto.
- (i) This Lease is also governed and controlled by those additional provisions set forth in all Exhibits and Schedules attached hereto, which by specific reference are incorporated herein.
- (j) This Agreement shall be governed in all respects by the laws of the State of Vermont.

(24) **ENTRANCE ONTO PREMISES BY LANDLORD:**

Tenant agrees to permit the Landlord or Landlord's agents to enter onto the premises at all reasonable hours, including after regular business hours, for the purpose of examining the same, determining the necessity for repairs or alterations which may be required for safety or preservation of the premises, and for regular maintenance and custodial services. Landlord shall also be permitted to enter the space to show the space to prospective users.

(25) **SECURITY DEPOSIT:** Not applicable.

(26) **MISCELLANEOUS:**

- (a) Tenant and those using the building by permission of the Tenant shall comply with all building rules as may be promulgated from time-to-time by Landlord.
- (b) Tenant shall obtain approval from Landlord for distribution of keys to the building. Tenant shall provide to Landlord a list of names of key holders to the building and shall update the list as additional keys may be handed out, and which said keys shall be handed out only with prior approval of the Landlord. If keys are lost, Landlord may require Tenant to pay costs associated with changing locks and replacing keys.

Executed to be effective as of the 17 day of November, 2023.

Landlord: City of Barre

By: 
By: Dawn Monahan, Duly Authorized Agent

Tenant: Barre Up (Long-Term Recovery Group)

By: 
By: Amanda Gustin, Duly Authorized Agent



City of Barre, Vermont

"Granite Center of the World"

ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA: 12/12/23

Agenda Item No. 4-E

AGENDA ITEM DESCRIPTION: Authorize the Manager to execute contract(s)

SUBJECT: Procurement Policy

SUBMITTING DEPARTMENT/PERSON: Manager Storrellicastro

STAFF RECOMMENDATION: Authorize the Manager to execute the contract(s) as described below

BACKGROUND INFORMATION:

We are requesting approval of the following contract(s) to provide or support critical City services.

Service/Material	Vendor	Cost and Funding Source	Notes
City Assessor	Martin Appraisal Services, Inc.	\$100/hour for 20 hours per week. Estimated cost is \$100,000 per year, budgeted in the (502) Assessor budget.	The City has not had a full-time Assessor for several years. After efforts to recruit a full-time, on-staff Assessor stalled, we pivoted to seeking a contractor to fill the position. Martin Appraisal Services, Inc. has designated Lawrence Martin and Carly Martin to act as Assessor and Assistant Assessor, respectively. The contract was executed and is effective December 11, 2023.

ATTACHMENTS: (1) Martin Appraisal Services, Inc. contract

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

RECOMMENDED ACTION/MOTION:

Move to ratify the contract with Martin Appraisal Services, Inc. as presented by the City Manager.

Contract for Assessor Services
Between
City of Barre, Vermont
and
Martin Appraisal Services, Inc.

THIS AGREEMENT made and entered into this **December 11, 2023**, by and between the City of Barre, Vermont, hereinafter called "City" and Martin Appraisal Services, Inc., hereinafter called "Contractor", both of whom understand as follows:

The City desires to contract with the Contractor to provide certain professional services described below, under the terms and conditions of this contract and Contractor agrees to provide such services under such terms and conditions.

Section 1. Powers and Duties

Lawrence Martin will serve as Assessor and **Carly Martin** will serve as Assistant Assessor starting **December 11, 2023** and shall have the same powers, discharge the same duties, and proceed in the discharge thereof in the same manner, and subject to the same liabilities as are prescribed for Listers or the Board of Listers under the laws of the State of Vermont, Municipal Property Tax Assessor in accordance with Vermont State Statutes and the Barre City Charter as well as functions and duties required by any other applicable law, regulation and professional standards.

Section 2. Scope of Services

The Contractor, providing services as Assessor, will work on an hourly basis per diem basis an average of 20 hours per week; a total of 1040 hours per year (times/days to be specified by mutual agreement). The Contractor will not be required to work more than 20 hours per week unless mutually agreed upon by both parties. On occasion, a week may include several hours more or fewer than usual.

At the request of the City Manager or designee(s) with reasonable notice, the Contractor shall maintain weekly office hours at Barre City Hall offices to attend meetings or meet with residents, unless an alternate schedule is approved by the City Manager or Assistant City Manager. Attendance at professional courses for Municipal Assessing may be included among contracted hours.

By the last Monday of each month, the Contractor will provide the Clerk/Bookkeeper in the Assessor's office a list of available times for the coming month when the Assessor can be scheduled for appointments with members of the public. These times may include evenings.

The Contractor agrees to manage said days in such a manner as to ensure that all work is in order to timely complete the assignments mutually agreed to by both parties to support completion of the Grand List for the upcoming fiscal year.

The Contractor will, with sufficient notice, be available for meetings and other appointments as deemed necessary by the City Manager or Assistant City Manager.

Section 3. Considerations

The Contractor will be compensated at an hourly rate of \$100/hour which will be paid upon submission of weekly invoices.

On **July 1, 2025**, the annual rate will increase by 5 percent. On **July 1, 2026**, the annual rate will increase by 5 percent.

The Contractor will provide a periodic work summary to the City Manager or their designee(s). The City will provide work space to the Contractor in City Hall and will continue to employ a Clerk/Bookkeeper in the Assessor's office as support staff.

This contract contains no extra payment or benefits beyond the hourly rate.

The Contractor will be provided parking permits by the City to the same extent as such are provided to City employees.

The City will provide the Contractor with a laptop and a City of Barre email address which must be used by the Assessor and Assistant Assessors to conduct all City-related business.

It is understood and agreed that additional tasks and responsibilities as may be assigned to the Contractor will be compensated at the same hourly rate of pay and may cause total compensation paid to exceed the contract amount.

Section 4. Status of Contractor

This contract calls for the performance of the professional services of Assessor as an independent contractor and the Contractor and any subcontractors shall not be considered employees of the City of Barre. The Contractor, however, shall work under the general administrative direction of the City Manager or their designee(s).

The Contractor is not permitted to subcontract any work or responsibilities required under this contract without express approval of the City Manager.

The Contractor shall create a wall between the Chief Assessor and Assistant Assessors appointed under this contract and other staff of the Contractor across which no appraisers will discuss or have access to City information.

Employees of the Contractor performing services under this contract shall use password protected folders on the Contractor's servers or utilize a OneDrive or similar account for all data and work product related to City business.

The Contractor agrees that no member of the firm will do appraisals for purposes or, or serve as an expert in, Barre City tax appeals or other proceedings in which the City is or may be an adverse party, or that would require recusal from Assessor roles or duties.

The Contractor covenants to adhere to all applicable rules of professional conduct, including any relating to conflicts of interest.

Nothing in this contract shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent or professional judgment.

Section 5. Oath of Office

With this status of contractor rather than employee, Lawrence Martin and Carly Martin agree to be sworn to hold the Assessor and Assistant Assessor and a record of the oath will be made by the Barre City Clerk.

Section 6. Liability

The work performed under this contract will be entirely at the Contractor's risk and the Contractor assumes all responsibility for the satisfactory discharge of duties as required in Section 1 – Powers and Duties and meet the insurance coverage required by Appendix I of this contract.

Section 7. Evaluation

On an as-needed basis, the Contractor and the City Manager will meet to discuss any concerns or changes that any party involved might wish to discuss.

Section 8. Term and Termination

The term of the contract will be for a period beginning on December 11, 2023 and concluding on June 30, 2027. Either party may cancel this contract on sixty (60) days written notice. Upon mutual agreement, a different notice period may be acceptable.

This contract may be extended for subsequent periods should both parties agree to the terms. Failure to renew said contract shall constitute termination.

Section 9. Severability and Saving

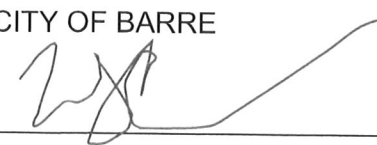
Should any portion, part or provision of this contract be found to be invalid or unenforceable, it shall not render any other portion, part or provision invalid or unenforceable.

Dated at Montpelier, Vermont this 8 day of Dec, 2023.

MARTIN APPRAISAL SERVICES, INC.

By: 
Lawrence K. Martin
Hereunto Duly Authorized

Dated at BARRE, Vermont this 8th day of December, 2023.

CITY OF BARRE
By: 
Nicolas Storellicastro, City Manager
Hereunto Duly Authorized

Appendix I

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that it will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Municipality. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Contract. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors, and sole proprietors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the Municipality as an additional insured.

Contractor agrees to maintain at all times during the period of this Contract all of the following:

General Liability. Commercial General Liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Contract), independent contractors, and products-completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the Municipality as an additional insured.

Automobile Liability. Business automobile liability insurance covering liability for bodily injury and property damage arising out of the Municipality's ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the Municipality as an additional insured.

Workers' Compensation. Workers' compensation insurance in compliance with all applicable statutes including an all states or universal endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If Contractor is not required by statute to carry workers' compensation insurance, Contractor agrees: (1) to provide Municipality with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers' compensation insurance; (2) to provide prior notice to the Municipality of any change in exemption status; and (3) to defend, hold harmless, and indemnify Municipality from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain workers' compensation insurance, Contractor agrees to promptly provide Municipality with evidence of such insurance coverage.



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA: 12/12/23

Item No.: 8-B

AGENDA ITEM DESCRIPTION: Review LOI for development of Seminary St parking lot

SUBMITTING DEPARTMENT or PERSON: The Manager, Clerk Dawes, Planning Director Janet Shatney, Housing & Homelessness Liaison Tess Taylor

STAFF RECCOMENDATION: Provide feedback on draft LOI prior to issuance

BACKGROUND INFORMATION:

At its December 5, 2023 meeting, the City Council unanimously adopted Housing Strategies. The Housing Strategies are based on three key themes: Stimulate Infill Development, Stimulate Housing Development, and Strengthen Existing Housing Stock.

As action items under Stimulate Housing Development, the Council adopted a strategy to support and continue to pursue existing housing development projects, including redevelopment of the Seminary Street parking lot.

As a first step in the process of launching this project, the City proposes to issue a request for letters of interest from potential developers. Letters of interest will be reviewed and proposals that are of interest to the Council will advance to a more robust second round of consideration.

As drafted, letters of interest would need to be returned by March 1, 2024. Submissions would be reviewed by a committee to be comprised of members of City Council, City staff, and any other participants appointed by the Council.

EXPENDITURE REQUIRED: N/A

LEGAL AUTHORITY/REQUIREMENTS: [City Charter §313](#)

ATTACHMENTS: Draft request for letters of interest

RECOMMENDED ACTION/MOTION:

No motion required – Council is invited to provide feedback on the contents of the request for letters of interest and proposed timeline.



City of Barre, Vermont

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

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

Request for Letters of Interest - Seminary Street Lot Development

Issue Date: December 13, 2023

Overview: The City of Barre, like many communities, is experiencing a housing shortage that has been made worse by the flood of July, 2023. The City owns a .41 acre lot suitable for building in the downtown district (*see aerial photograph of the lot on page 2*). The City is issuing a request for letters of interest to re-develop this lot for residential housing or mixed-use (retail/office) that must include multiple residential units. The successful applicant will have a multi-unit design that incorporates a detailed plan to provide mixed housing options. The City plans to sell the lot to a selected developer for \$1.

Submissions will be received until **Friday, March 1st at 4:30pm.**

Letters of Interest that are submitted will be reviewed and rated by a committee that will include representation from the City Council, city staff, and other parties as determined by the City Council.

Submissions that reflect the goals of the City to establish mixed housing for Barre may be invited to submit a full proposal.

The website below will be used to provide updated information about this process.

<https://www.barrecity.org/seminary-street-lot-redevelopment.html>

For questions, please contact: Tess Taylor - ttaylor@barrecity.org

Submissions must include the following information:

Primary Contact: _____
Company Name: _____
Address _____ City _____ ST _____ Zip _____
Phone _____ Email _____

Description of the Project to be built.

- Project's primary use/purpose.
 - Additional use / purpose.
 - Please state your interest in building in Barre City
 - In what ways will this project enhance the vitality of Barre City?
 - In what ways would you ask the City to assist with the project?
 - Please provide information on past projects that you've developed
 - Should your project be selected, how soon would your planned project begin?
-

Applicants must list 3 references with name of reference, business, address, email and phone number.

Submit Proposals via mail or e-mail to:

Nicolas Storellicastro, City Manager
Email: citymanager@barrecity.org
Mail: 6 North Main Street, Suite 2
Barre, VT 05641

Seminary Street Lot

