

SPECIAL SESSION

Tuesday, October 25, 2022, 6:00pm

Meetings are Hybrid (Council Chambers and Zoom)

<https://us06web.zoom.us/j/83437591290?pwd=VzVhc2dLYm9GdHIPcXd6bEQ4ZFFGdz09>

Meeting ID: 834 3759 1290

Passcode: 021224

One tap mobile: 646-931-3860

1. Call to Order – 6:00 p.m.
2. Adjustments to the Agenda
3. Executive Session: Personnel
4. Adjournment

REGULAR COUNCIL MEETING

Tuesday, October 25, 2022, 7:00pm

<https://us06web.zoom.us/j/84167678361?pwd=b3FQVFhwd3BZVndvRENQTV4WU4wZz09>

Meeting ID: 841 6767 8361

Passcode: 425227

One tap mobile: 929-205-6099

Page Item

1. Call to Order – 7:00 pm
2. Adjustments to the Agenda
3. Visitors and Communications
4. Consent Agenda
3. A. Approval of Minutes of the Special City Council Meeting October 18, 2022
3. B. Approval of Minutes of the Regular City Council Meeting October 18, 2022
7. C. Approval of City Warrants from Week of Wednesday October 25, 2022
13. D. Clerk’s Office Licenses and Permits
14. E. Acceptance of Vermont Department of Public Safety FY22 State Homeland Security Grant Program Award
5. City Clerk & Treasurer Report
6. Liquor Control Board/Cannabis Control Board
7. City Manager’s Report
8. Unfinished Business
9. New Business
40. A. Extra Mile Day Mayoral Proclamation (Mayor)
42. B. FY24 Budget Department Reviews: Police Department/Fire & Emergency Medical Services Department (Manager/Police Chief/Interim Fire & Emergency Medical Services Chief)
66. C. Approval to pay remaining Enterprise Aly acquisition principal (Manager/Clerk/Finance Director)
10. Upcoming Business
11. Round Table
12. Executive Session – As Needed
13. Adjourn

Nicolas Storellicastro, City Manager

*The portion of this meeting starting at 7:00pm will be taped for re-broadcast on Channel 192 CVTV and will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon
CVTV Link for meetings online – cvtv723.org/*

OTHER MEETINGS AND EVENTS

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

Monday October 24th

ADA Committee 3 P.M. City Council Chambers/Zoom

Wednesday, October 26th

Board of Civil Authority 6 P.M. Council Chambers

Thursday October 27th

Planning Commission 5:30 P.M. Hybrid Council Chambers / Zoom



City of Barre, Vermont

“Granite Center of the World”

R. Nicolas Storrellicastro
City Manager

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Barre, VT 05641
Telephone (802) 476-0240
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MEMO

TO: City Council
FR: The Manager
DATE: 10/21/22
SUBJECT: Packet Memo re: 10/25/22 Council Meeting Agenda Items

Councilors:

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

General: None.

Adjustments to the Agenda: None at this time.

Consent Agenda: None.

Unfinished Business: None.

New Business:

Item 9-A: Extra Mile Day Mayoral Proclamation (Mayor)

None.

Item 9-B: FY24 Budget Department Reviews: Police and Fire & Emergency Medical Services (Police Chief/Interim Chief of Fire & Emergency Medical Services)

There is no action memo for this item, but rather presentations that Chief Vail and Interim Chief Aldsworth will deliver, in addition to line-by-line expense budgets for these departments.

Item 9-C: Approval to pay remaining Enterprise Aly acquisition principal (Manager)

At the October 18, 2022 Council meeting, we presented a savings proposal for the FY24 budget that would be recognized by paying off the remaining principal on the Enterprise Aly acquisition. This action would account for over 5% of the total savings staff have identified. The action memo outlines the history of the Enterprise Aly purchase and provides a rationale for use of fund balance to pay off this obligation and create \$15,000 of general fund savings for several years to come. This type of action (non-recurring, one-time expense which creates long-term savings) is precisely the type of strategic deployment of the fund balance we ought to pursue.

Executive Session: Personnel, real estate to be taken up during the 6:00pm Special Meeting.

**Special Meeting of the Barre City Council
Held October 18, 2022**

The Special Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 6:00 PM at Barre City Hall. In attendance in person or virtually were: From Ward I, Councilors Emel Cambel and Thom Lauzon; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Michael Deering and Samn Stockwell. City staff members present were City Manager Nicolas Storellicastro, Buildings and Community Services Director Jeff Bergeron, and Clerk/Treasurer Carol Dawes.

Absent: NONE

Also present: City Attorney Oliver Twombly

Adjustments to the Agenda: NONE

Executive Session – Councilor Lauzon made the motion to find that premature general public knowledge of real estate and personnel issues would clearly place the City of Barre at a substantial disadvantage should the discussions be public. The motion was seconded by Councilor Cambel. **Motion carried.**

Council went into executive session at 6:00 PM to discuss real estate and personnel issues under the provisions of 1 VSA § 313 on motion of Councilor Lauzon, seconded by Councilor Waszazak. Manager Storellicastro, Attorney Twombly, BCS Director Bergeron, and Clerk Dawes were invited into the executive session. **Motion carried.**

Council came out of executive session at 6:59 PM on motion of Councilor Stockwell, seconded by Councilor Waszazak. **Motion carried.**

There was no action taken.

The meeting adjourned at 6:59 PM on motion of Councilor Waszazak, seconded by Councilor Deering. **Motion carried.**

**Regular Meeting of the Barre City Council
Held October 18, 2022**

The Regular Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 7:02 PM at Barre City Hall. In attendance in person or virtually were: From Ward I, Councilors Emel Cambel and Thom Lauzon; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Michael Deering and Samn Stockwell. City staff members present were City Manager Nicolas Storellicastro, Finance Director Dawn Monahan, Planning Director Janet Shatney, Interim Fire Chief Joe Aldsworth, and Clerk/Treasurer Carol Dawes.

Absent: NONE

Adjustments to the Agenda: NONE

Visitors and Communications –

Peter Anthony thanked the City and Barre Partnership for filling the vacancy created when the Barre Craft Guild annual craft show was canceled. Mr. Anthony said the Partnership will hold a craft fair at the Civic

Center Auditorium over the Thanksgiving weekend. There is a need for volunteers to work at the fair, and anyone interested in working that weekend should contact the Barre Partnership.

Bernadette Rose said October is Blindness Awareness Month, and Vermont Association for the Blind and Visually Impaired and Vermont Center for Independent Living hosted a white cane walk along N. Main Street last week. Ms. Rose said she participated in the walk and it raised her awareness of barriers along the route including sandwich board signs and overhead flags. Ms. Rose said the Kellogg-Hubbard Library in Montpelier is hosting a documentary film tomorrow evening on blind and visually impaired artists.

Approval of Consent Agenda:

Council approved the following consent agenda items on motion of Councilor Lauzon, seconded by Councilor Boutin. **Motion carried, with Councilor Waszazak abstaining due to conflict of interest.**

- A. Approval of Minutes:
 - i. Regular meeting of October 4, 2022.
- B. City Warrants as presented:
 1. Ratification of Week 2022-41, dated October 12, 2022:
 - i. Accounts Payable: \$1,614,071.49
 - ii. Payroll (gross): \$134,170.46
 2. Approval of Week 2022-42, dated October 19, 2022:
 - i. Accounts Payable: \$265,641.50
 - ii. Payroll (gross): \$138,875.24
- C. 2022 Licenses & Permits:
 1. Ratification of Entertainment License approval for Amanda Gustin/Greater Barre Democrats event in Currier Park, Sunday, October 16th.
- D. Ratification of the 3-week suspension of the activities of the Diversity & Equity Committee.

City Clerk & Treasurer Report –

Clerk/Treasurer Dawes reported on the following:

- Ballots for the November 8th general election have been mailed to all active voters. Ballots will continue to be mailed to new voters as they register. Voters can either return the voted ballots before the election, or bring ballots with them to the polls on Election Day.

Liquor Control Board/Cannabis Control Board – ForbinsFinest LLC

Councilor Lauzon recused himself from the discussion and action due to conflict of interest.

Clerk Dawes noted this is the first cannabis-related item for the City's CCB. ForbinsFinest LLC has applied to the Vermont Cannabis Control Board for an Indoor Cultivator Tier 3 license, which requires local approval. ForbinsFinest LLC representatives Angela Payette and Nick Mattei appeared before the Council, and introduced themselves and their business. Planning Director Janet Shatney and Interim Fire Chief Joe Aldsworth said they have worked closing with Ms. Payette and Mr. Mattei to ensure compliance with zoning and fire safety regulations.

Council approved the license on motion of Councilor Waszazak, seconded by Councilor Stockwell.

Motion carried with Councilor Lauzon recused, and Councilor Boutin abstaining.

City Manager's Report –

Manager Storlicastro noted the following:

- Acknowledged those who attended and participated in last week's winter preparedness round table, and noted there are daunting challenges and good partnerships.
- Continuing to refine the capital improvement plan, with the final draft scheduled to be presented

to Council later this calendar year.

- Attended the VT League of Cities and Towns town fair conference, and attended sessions on housing and ARPA.
- Work continues on the strategic plan, with the latest draft to be shared and discussed with individual Councilors in the coming weeks.

Unfinished Business – NONE

New Business –

A) Discussion of Extra Mile Day Nominations.

Councilors submitted the following names for this year's EMD nominees:

- Jason & Ashley Aldrich, for their service to Barre Youth Sports Association;
- Margaret Ferguson, for her service through 20 years at Capstone Community Action;
- Renita Marshall, for helping children and families in need.

Council approved the slate of nominees on motion of Councilor Boutin, seconded by Councilor Stockwell. **Motion carried.**

Clerk Dawes will prepare the Extra Mile America submissions, and the mayoral proclamation to be presented at next week's Council meeting.

B) ARPA Community Feedback Process Update.

Manager Storlicastro reviewed the timeline for the upcoming community feedback process:

- Submission of letters of interest for community innovation projects - ongoing
- Development of survey tool – scheduled to go live in early November
- Host public forum – week of November 15
- Issue report to Council – before end of calendar year

Bernadette Rose asked to include replacement of the broken benches in City Hall Park as projects to be funded through ARPA. There was discussion on including projects from the capital improvement plan, accessible projects identified by the ADA Committee, funding support for the warming shelter at the Aldrich Library again this winter, and allowing additional time for receipt of the letters of interest.

C) FY24 Department Review: General Administration, Manager's Office, Finance, Clerk/Elections.

Manager Storlicastro gave a powerpoint presentation on the FY24 budget goals, negative impact of the COVID years on the City budget, and adjustments identified for the general administration, Manager's office, Finance Department, Clerk's office and Elections sections of the draft FY24 budget. The Manager noted individual department expenses for phones, office supplies, email accounts, and advertising/printing will be pulled together into general administration with an eye towards economies of scale.

Clerk Dawes explained the history of the City's purchase of 16 Enterprise Aly as part of the redevelopment of Enterprise Aly, and noted the purchase was financed through an interfund loan from the sewer enterprise fund. The general fund budget includes annual payments on the loan, and the staff recommendation is to pay off the note from the general fund surplus so as to remove that line item from the budget.

Upcoming Business –

Manager Storlicastro said the police and fire departments will make their FY24 budget presentations at next week's meeting.

Round Table –

Councilor Stockwell said she has received some citizen complaints regarding the road conditions on Prospect Street. She walked the street recently and noted the lower section, in particular, is treacherous for pedestrians, and dangerous for drivers. She shared the complaints and her observations with Public Works Director Ahearn who is reaching out to the state to see if there is funding support available to make improvements.

Councilor Deering said he's had similar experiences walking on Prospect Street and Allen Street. He said Spaulding High School's final football game is this Saturday at U32 High School.

Mayor Hemmerick said drivers should be especially careful of bicyclists and pedestrians, now that the hours of daylight are getting shorter. The Mayor thanked those who participated in last week's winter preparedness round table, and he noted the City is experiencing IT technical difficulties. The email system is down, but staff hope it will be operational again by the end of the week. There are notices on the City website and Facebook page.

Executive Session – NONE

The meeting adjourned at 8:39 PM on motion of Councilor Boutin, seconded by Councilor Waszazak.
Motion carried.

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

Respectfully submitted,

Carolyn S. Dawes, City Clerk

By check number for check acct 01(GENERAL FUND) and check dates 10/26/22 thru 10/26/22

Vendor

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

01150	AIRGAS USA LLC						
	9130777866	oxygen	001-6040-350.1055	OXYGEN	0.00	86.38	146971
	9991328587	oxygen cyl rental	001-6040-350.1055	OXYGEN	0.00	29.30	146971
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					0.00	115.68	
01004	ALDSWORTH JOSEPH						
	10192022	july-sept cell phone reim	001-6040-200.0214	PHONE /LANDLINE/INTERNET	0.00	150.00	146972
01175	APA						
	37222522102	membership dues	001-8030-220.0413	DUES/MEMBERSHIP FEES	0.00	80.00	146973
23018	AUBUCHON HARDWARE						
	4049683	murphys oil, flex seal	001-7020-350.1049	CUSTODIAL SUPPLIES	0.00	19.78	146974
	490644	sledge hammer	001-6040-340.0941	EQUIPMENT - SAFETY	0.00	53.99	146974
	491093	brush ang sash	001-8050-320.0742	SNOW EQUIP MAINT	0.00	6.39	146974
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					0.00	80.16	
01209	AVENU INSIGHTS & ANALYTICS						
	INVB-039681	land records system	001-5070-220.0417	RECORDING OF RECORDS	0.00	950.00	146975
02117	BARRE COMMUNITY JUSTICE CENTER						
	2-10102022	2nd quarter contribution	001-9130-360.1371	BCJC STIPEND	0.00	1,785.00	146976
02193	BEN'S UNIFORMS						
	105610	captain collar-brass	001-6040-340.0940	CLOTHING	0.00	33.58	146977
	105725	name plate	001-6040-340.0940	CLOTHING	0.00	24.84	146977
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					0.00	58.42	
02204	BENOIT ELECTRIC INC						
	7016	install pump controller	003-8330-320.0740	EQUIPMENT MAINT	0.00	3,754.88	146978
02027	BOUND TREE MEDICAL LLC						
	84717027	test strips, curaplex	001-6040-350.1054	MEDICAL SUPPLIES	0.00	1,131.05	146979
03217	C V LANDFILL INC						
	691148	grit removal	003-8330-230.0518	GRIT	0.00	1,673.34	146980
03087	CAPITOL STEEL & SUPPLY CO						
	I019543	um flat-snow equip maint	001-8050-320.0742	SNOW EQUIP MAINT	0.00	257.60	146981
	I019881	rba grade 60	001-8050-320.0742	SNOW EQUIP MAINT	0.00	210.00	146981
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					0.00	467.60	
03043	CASELLA WASTE MGT INC						
	2753581	bulk waste collection	001-8050-320.0750	BULK WASTE REMOVAL-FEES	0.00	3,066.06	146982
	2753621	weekly trash	001-8050-200.0213	RUBBISH REMOVAL	0.00	368.54	146982

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	2753621	weekly trash	001-7020-200.0213	RUBBISH REMOVAL	0.00	435.48	146982
	2753621	weekly trash	001-6043-200.0213	RUBBISH REMOVAL	0.00	252.41	146982
	2753621	weekly trash	003-8330-200.0213	RUBBISH REMOVAL	0.00	157.79	146982
	2753621	weekly trash	001-7035-200.0213	RUBBISH REMOVAL	0.00	352.65	146982

					0.00	4,632.93	
03420	CHAMPLAIN VALLEY PLUMBING AND HEAT						
	393917	fuel	001-7020-330.0831	FUEL OIL - AUD/ANNEX	0.00	18,353.82	146983
03277	CHARTER COMMUNICATIONS						
	2597211101922	internet	001-7020-200.0217	IT	0.00	149.98	146984
03326	CIVICPLUS						
	240082	clickfix annual license	002-8200-230.0543	COMPUTER BILLS/MATERIALS	0.00	1,750.00	146985
	240082	clickfix annual license	003-8300-230.0543	COMPUTER BILLS/MATERIALS	0.00	1,750.00	146985
	240082	clickfix annual license	001-8050-440.1240	COMPUTER EQUIP/SOFTWARE	0.00	1,750.00	146985

					0.00	5,250.00	
03013	CODY CHEVROLET-CADILLAC INC						
	26392	23 chevy silverado 1500	050-5100-120.0180	EQUIPMENT EXPENSE	0.00	39,908.00	146986
03203	CW PRINT + DESIGN						
	83899	brent program printing	001-6040-230.0510	ADVERTISING/PRINTING	0.00	33.00	146987
05059	ENDYNE INC						
	426215	weekly testing	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	310.00	146988
05007	EVERETT J PRESCOTT INC						
	6091704	elbow quick lead free	002-8200-320.0750	MAIN LINE MAINT	0.00	50.55	146989
06009	F W WEBB CO						
	78023455	vb rpr kit	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	38.85	146990
	78033276	sealing tape, piping	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	97.90	146990

					0.00	136.75	
06070	FIRST NATIONAL BANK OMAHA						
	090622	search team meals	001-6050-130.0180	TRAINING/DEVELOPMENT	0.00	56.40	146991
	09092022	hellofax yearly subscript	001-5040-200.0214	TELEPHONE	0.00	99.99	146991
	09162022	brent retirement party su	001-6040-130.0182	TRAVEL & MEALS	0.00	83.58	146991
	156-A	hotel room for training	001-6050-130.0180	TRAINING/DEVELOPMENT	0.00	477.42	146991
	2237285997	vlct-hotel stay-manager	001-5040-130.0182	TRAINING/DEVELOPMENT	0.00	254.11	146991
	22572	gas meter tags	001-6040-310.0612	BREATHING APPARATUS	0.00	46.00	146991
	A181BAF04E	pd oral boards meal	001-6050-130.0180	TRAINING/DEVELOPMENT	0.00	31.31	146991

					0.00	1,048.81	
07134	GILLANDER ILENE R						
	101922	hope cemetery tour guide	001-8500-320.0731	CONTRACTED SERVICES	0.00	400.00	146992

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

07006 GREEN MT POWER CORP							
	093022	street lights	001-6060-200.0210	ELECTRICITY	0.00	12,427.54	146993
	10072022	rt 302 prv	002-8200-200.0212	ELECTRICITY - RT 302 POLE	0.00	25.88	146993
	100722	e cobble hill rd water ps	002-8200-200.0205	ELECTRICITY-FIRE DISTRICT	0.00	202.89	146993
	10112022	currier park panel	001-8040-200.0210	ELECTRICITY CURRIER/DENTE	0.00	23.53	146993
	101122	nelson st prv	002-8200-200.0203	ELECTRICITY-NELSON PV	0.00	21.62	146993
	10722	hill st/washington st tra	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	110.37	146993
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					0.00	12,811.83	
09021 IRVING ENERGY							
	19039	propane	001-7030-330.0836	PROPANE	0.00	117.20	146994
10024 J A GOULD PLUMBING & HEATING INC							
	342324	holding cell toilet labor	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	105.00	146995
05091 JOANN'S UNIFORMS							
	19945	fleece vest	001-6040-340.0940	CLOTHING	0.00	100.00	146996
12009 LOWELL MCLEODS INC							
	S73124	lift chain assembly	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	54.55	146997
11059 LW BILLS COMPANY							
	1020	keltron receiver repair	001-6040-320.0726	MAINT FIRE ALARM/NEW BOX	0.00	2,950.40	146998
	13898	replaced crank case	001-6040-320.0720	CAR/TRUCK MAINT	0.00	419.22	146998
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					0.00	3,369.62	
13075 MCWILLIAM JAMES							
	2022-5-JM	oct 4-Oct 13 22	048-8000-320.0762	BOR BANNER EXP	0.00	662.50	146999
13189 MILES SUPPLY INC							
	BB016603901	leather gloves	001-8050-340.0941	EQUIPMENT - SAFETY	0.00	97.68	147000
14016 NELSON ACE HARDWARE							
	K67081	black utility tote	001-6040-350.1056	TRAINING SUPPLIES	0.00	21.59	147001
14078 NEW ENGLAND AIR SYSTEMS LLC							
	186691	repair ahu system	003-8330-320.0740	EQUIPMENT MAINT	0.00	509.96	147002
	186908	scissor lift rental	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	1,150.00	147002
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					0.00	1,659.96	
14164 NOVUS MORRISON SOLAR LLC							
	203	monthly electric	003-8330-200.0212	WWTP BM SOLAR PROJ	0.00	7,084.49	147003
	203	monthly electric	001-7035-200.0212	PSB BM SOLAR PROJECT	0.00	1,503.41	147003
	203	monthly electric	001-7020-200.0212	AUD BM SOLAR PROJECT	0.00	1,114.91	147003
	203	monthly electric	001-6043-200.0212	CITY HALL BM SOLAR PROJ	0.00	613.82	147003

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PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	203	monthly electric	001-7030-200.0212	BOR BM SOLAR PROJECT	0.00	1,672.37	147003
					0.00	11,989.00	
15020 O'REILLY AUTOMOTIVE INC							
	566276552	motor oil	001-6040-320.0720	CAR/TRUCK MAINT	0.00	17.97	147004
15058 OTIS ELEVATOR CO							
	10000011595	opera house elev cont	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	125.00	147005
	10000011596	public safety elev	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	125.00	147005
	10000016719	aldrich library elev cont	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	250.00	147005
	10000016720	aud conn bldg elev cont	001-7020-320.0729	ANNEX MAINT	0.00	250.00	147005
					0.00	750.00	
16003 PIKE INDUSTRIES INC							
	1208568	asphalt-quarry st	003-8300-320.0750	MAIN LINE MAINT	0.00	1,081.50	147006
	1208568	asphalt-quarry st	002-8200-320.0750	MAIN LINE MAINT	0.00	1,081.48	147006
					0.00	2,162.98	
17002 QUILL CORP							
	28382882	black toner	001-5040-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	68.99	147007
	28382882	black toner	001-5020-350.1053	OFFICE SUPPLIES	0.00	68.99	147007
					0.00	137.98	
18004 REYNOLDS & SON INC							
	1064	replace tower ret tank	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	10,784.00	147008
	1067	started refrigeration bor	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	1,068.00	147008
					0.00	11,852.00	
19210 S D IRELAND CONCRETE CONSTRUCTION							
	362362	quikrete	003-8300-320.0750	MAIN LINE MAINT	0.00	26.50	147009
	362362	quikrete	001-8050-350.1064	SUPPLIES - SS	0.00	26.50	147009
					0.00	53.00	
19418 SANEL NAPA - BARRE							
	371067	knob	003-8330-320.0740	EQUIPMENT MAINT	0.00	11.99	147010
	371117	booster cable	003-8330-320.0740	EQUIPMENT MAINT	0.00	70.24	147010
	371117	booster cable	003-8330-320.0743	TRUCK MAINT	0.00	70.25	147010
	371316	strobe light	002-8220-320.0743	TRUCK MAINT	0.00	103.49	147010
	371360	returned strobe light	002-8220-320.0743	TRUCK MAINT	0.00	-103.49	147010
	371417	latex gloves	001-8050-340.0941	EQUIPMENT - SAFETY	0.00	20.29	147010
	371550	motor oil	001-8050-320.0743	TRUCK MAINT - STS	0.00	17.99	147010
	371603	oil filter	001-7015-320.0720	CAR/TRUCK MAINT	0.00	92.02	147010
	371777	emery cloth roll	001-8050-350.1061	SUPPLIES - GARAGE	0.00	18.58	147010

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PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	371953	hose, fittings, adapter	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	396.10	147010
	371968	prem start fluid	001-8050-350.1061	SUPPLIES - GARAGE	0.00	17.97	147010
	372066	hose fittings, hose	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	190.02	147010
	372070	adapters	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	5.86	147010
					-----	911.31	
19160	SWISH WHITE RIVER						
	W528114	disinfectant spray	003-8300-320.0727	BLDG & GROUNDS MAINT	0.00	38.60	147012
	W528114	disinfectant spray	002-8200-320.0727	BLDG & GROUNDS MAINT	0.00	38.60	147012
	W528114	disinfectant spray	001-8020-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	38.60	147012
					-----	115.80	
20005	TOWN OF BARRE						
	09162022	ambulance intercept	001-6040-120.0171	CONSULTANT FEES	0.00	500.00	147013
21002	UNIFIRST CORP						
	70170576	uniforms	003-8330-340.0940	CLOTHING	0.00	61.53	147014
	70170576	uniforms	003-8300-340.0940	CLOTHING	0.00	42.54	147014
	70170576	uniforms	003-8330-320.0743	TRUCK MAINT	0.00	14.77	147014
	70170579	uniforms	001-7020-340.0940	CLOTHING	0.00	36.58	147014
	70170579	uniforms	001-6043-340.0940	CLOTHING	0.00	28.93	147014
	70170579	uniforms	001-7015-340.0940	CLOTHING	0.00	14.93	147014
	70170579	uniforms	001-8500-340.0940	CLOTHING	0.00	28.06	147014
	70170579	uniforms	001-7030-340.0940	CLOTHING	0.00	66.00	147014
	70170581	uniforms	002-8200-340.0940	CLOTHING	0.00	128.60	147014
	70170581	uniforms	003-8300-340.0940	CLOTHING	0.00	89.00	147014
	70170581	uniforms	001-8050-340.0940	CLOTHING	0.00	267.33	147014
	70170581	uniforms	001-8050-320.0743	TRUCK MAINT - STS	0.00	92.31	147014
	70170582	uniforms	002-8220-340.0940	CLOTHING	0.00	69.64	147014
					-----	940.22	
21005	UNION BANK						
	102522	loan payment	001-9070-230.0535	FLOOD MITIGATION INT	0.00	13,449.20	147016
	102522	loan payment	001-9050-230.0535	FLOOD MITIGATION NOTE	0.00	25,000.00	147016
					-----	38,449.20	
22235	VERMONT COMMUNITY FOUNDATION						
	20204288	20204288-unspent grant	048-6301-320.0747	VOREC \$10K REC - COVID19	0.00	2,574.21	147017
22127	VERMONT STATE TREASURER						
	101222	july-sept marriage licens	001-2000-200.0211	MARRIAGE LICENSES	0.00	1,650.00	147018
23041	WORK SAFE						
	29535	ayer st signs, fasteners	001-8050-360.1189	STREET SIGNS	0.00	155.06	147019

10/21/22
03:22 pm

City of Barre Accounts Payable
Warrant/Invoice Report # 23-17

By check number for check acct 01(GENERAL FUND) and check dates 10/26/22 thru 10/26/22

Vendor

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

Report Total						171,778.63	=====

To the Treasurer of City of Barre, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***171,778.63
Let this be your order for the payments of these amounts.



**Permit List to Council
October 15, 2022 to October 21, 2022**

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

Street #	Street Name	Permit#	Permit Type	Work Description	Issue Date	Owner Name
28	Palmisano Plaza	B22-000078	Building Permit	Adding two (2) new bedrooms in the basement of home. Egress windows to follow requirements of state egress window cut sheet attached.	10/18/2022	M Brent & Karen M Sleeper
153	Church Street	E22-000117	Electrical Permit	EM-06293. Replace panel for the common areas.	10/19/2022	CAL Properties, LLC
31	College Street	E22-000118	Electrical Permit	EM-006293. Replace smokes and CO detectors in all 3 apartment units.	10/19/2022	Christopher & Melinda Neff
41	Foster Street	E22-000115	Electrical Permit	EJ-06783. Update service and house panel.	10/19/2022	Eoin Buckley
8	Hall Street	B22-000080	Building Permit	Installation of a rooftop solar interconnected PV system; 19 modules (340w), 5.84 kW DC. Has an accompanying electrical permit.	10/19/2022	Brian W & Elizabeth M Hoar
8	Hall Street	E22-000116	Electrical Permit	Installation of a rooftop solar interconnected PV system; 19 modules (340w), 5.84 kW DC. Has an accompanying building permit.	10/19/2022	Brian W & Elizabeth M Hoar
85	Blackwell Street	B22-000079	Building Permit	Renovations to existing bathroom per plans attached to application.	10/19/2022	Bruce Landry & Cynthia LaCroix
97	Tremont Street	E22-000119	Electrical Permit	EM-06461. Installation of a rooftop solar interconnected PV system; 20 modules (340w), 7.3 kW DC. Has an accompanying building permit.	10/20/2022	Rachel Keach & James Kline
97	Tremont Street	B22-000081	Building Permit	Installation of a rooftop solar interconnected PV system; 20 modules (340w), 7.3 kW DC. Has an accompanying electrical permit.	10/20/2022	Rachel Keach & James Kline
583	N Main Street	E22-000120	Electrical Permit	EM-07640. Complete rewire of the apartment building.	10/21/2022	Central Vermont Rentals, LLC
21	Metro Way	Z22-000049	Zoning Permit	Change of use of front area from industrial to retail area for business	issued 10/17/22; effective 11/01/2022	Metro Development One, LLC
28	Palmisano Plaza	Z22-000048	Zoning Permit	Change of use of basement space to create 2 bedrooms in the area; associated with Building Permit B22-000078.	issued 10/18/22; effective 11/02/2022	M Brent & Karen M Sleeper



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 10/25/2022**

Consent Item No.: 4-E

AGENDA ITEM DESCRIPTION: Acceptance of Vermont Department of Public Safety FY22 State Homeland Security Grant Award

SUBMITTING DEPARTMENT or PERSON: Interim Fire Chief Joseph Aldsworth

STAFF RECOMMENDATION: Authorize the City to accept grant award for 100% funded communications equipment.

STRATEGIC OUTCOME/PRIOR ACTION: Replacement of portable radios

EXPENDITURE REQUIRED: No City funding, 100% grant funding

FUNDING SOURCE(S): 100% grant funding

LEGAL AUTHORITY/REQUIREMENTS: Grants Management Policy

BACKGROUND/SUPPLEMENTAL INFORMATION:

An application was made for \$107,522 to provide 24 portable radios for Fire/EMS staff. Current equipment ranges from 12 to as much as 23 years old and are discontinued, and not supported by the manufacturer for repair or parts. This grant funds 100% of the replacement.

- Bid process followed per City policy and State grant requirements
- Three (3) bids received as submitted for ratification on 3/15/22
- Bid in the amount of \$107,522 was accepted

ATTACHMENTS: See Grant Award signed by the City Manager attached.

INTERESTED/AFFECTED PARTIES: City residents

RECOMMENDED ACTION/MOTION:

Move to accept grant awarded to the City of Barre Fire & Emergency Medical Services Department.



VERMONT DEPARTMENT OF PUBLIC SAFETY

**STATE OF VERMONT
STANDARD SUBRECIPIENT AGREEMENT
(Federal Fund Source to Non-State Subrecipient)**

**FEDERAL PROGRAM TITLE
FY 2022 State Homeland Security Grant Program**

**AGREEMENT WITH
Barre City Fire Department - City of Barre
Agreement #02140-7H22131-104**

Award Amount: \$107,522.80

DPS Financial Office Use Only

- Checked Unique Entity ID# Date: _____ Initials: _____
 - [SAM.gov](https://sam.gov) checked for Suspension and Debarment Exclusions Date: _____ Initials: _____
 - DPS Restricted Parties List Checked Date: _____ Initials: _____
 - Risk Assessment Completed Date: _____ Initials: _____
 - Subrecipient vs. Contractor Determination Form Completed Date: _____ Initials: _____
 - Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date: _____ Initials: _____
 - BGS Office of Purchasing & Contracting Debarment List Checked <https://bgs.vermont.gov/purchasing-contracting/debarment> Date: _____ Initials: _____
 - Certificate of Insurance Date: _____ Initials: _____
 - Executive Compensation Checked (if subaward \$30K or over) Date: _____ Initials: _____
- Entered In:
- VT Grant Tracking (VISION) Date: _____ Initials: _____
 - FFATA (if \$30K or over) Date: _____ Initials: _____
 - FFATA (if required) Executive Compensation Amount Date: _____ Initials: _____

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT **Part 1-Grant Award Detail**

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02140-7H22131-104		² Original <input checked="" type="checkbox"/> Amendment #	
³ Grant Title: FY 22 State Homeland Security Grant Program			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 107,522.80	
⁶ Total Award Amount: \$ 107,522.80			
⁷ Award Start Date: Upon Execution		⁸ Award End Date: 08/31/2024	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 40530		¹¹ Grantee Name: City of Barre Vermont	
¹² Grantee Address: 6 North Main Street			
¹³ City: Barre		¹⁴ State: VT	
¹⁵ Zip Code: 05641			
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ _____ Description:	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee UEI #: HUFUK96JBP17		²² Indirect Rate: ___% <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund	\$0.00	\$0.00	\$0.00				
Special Fund	\$0.00	\$0.00	\$0.00				
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00				
Other State Funds	\$0.00	\$0.00	\$0.00				
FEDERAL FUNDS <i>(includes subrecipient Global Commitment funds)</i>					Required Federal Award Information		
³¹ Assistance Listings# (formerly CFDA#)	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.067		\$0.00	\$107,522.80	\$107,522.80	EMW-2022-SS-00061-S01	09/01/2022	\$4,847,500.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					

STATE OF VERMONT GRANT AGREEMENT			Part 1-Grant Award Detail			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00	\$107,522.80	\$107,522.80		
SECTION IV - CONTACT INFORMATION						
STATE GRANTING AGENCY			GRANTEE			
NAME: Kaisa S. Lewia			NAME: Nicolas Storellicastro			
TITLE: Financial Administrator			TITLE: City Manager			
PHONE: 802-585-4228			PHONE: 802-476-0241			
EMAIL: Kaisa.Lewia@Vermont.gov			EMAIL: manager@barrecity.org			

Part 2- Grant Agreement

Parties: This is an Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called "State"), and the Barre City Fire Department - City of Barre (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-6000356

Subject Matter: The subject matter of this Agreement is **as outlined in Attachment A: Scope of work to be performed.**

Award Details: Amounts, dates and other award details are as shown in the above Agreement Part 1-Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

Agreement Term: **State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (DPS Form ADM-105). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).**

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Agreement. Examples include changes in scope of work, budget modification, and change in Subgrant term (period of performance).

Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.

Attachments: This Agreement consists of 25 pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment (listed below): MS

- Grant Agreement-Part 1 – Grant Award Detail
- Grant Agreement-Part 2
- Attachment A - Scope of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Customary State Agreement Provisions
- Attachment D - Other Provisions
- Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

Signature

By: DocuSigned by:
Nicolas Storellicastro

Signature

Printed Name: _____
Commissioner/Deputy Commissioner

Printed Name: Nicolas Storellicastro

Title: City Manager

Date: _____

Date: 10/19/2022

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

Reviewed By:

Signature

Printed Name: _____
VEM Director/Deputy Director

Printed Name: _____

Date: _____

Title: _____

Date: _____

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

Objective: State Homeland Security Grant Program supports the implementation of the Department of Public Safety (DPS), Homeland Security Unit (HSU) priorities to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, recover from, and mitigate acts of terrorism.

The Subrecipient agrees to the below which have been approved by the Department of Public Safety, Homeland Security Unit (HSU). The Subrecipient may not change any information listed below. Any alternate information must be approved **in writing** with an executed Subrecipient amendment by the Department of Public Safety.

Activity to be performed:

Funds will be used to support the purchase of:

(24) - Portable Radio's (06CP-01-PORT) with accessories(batteries, chargers, etc.) for operation

Accessories necessary for operation are allowable. Shipping is allowable.

Performance Measures:

1. **Barre City Fire Department - City of Barre** will ensure that all members utilizing equipment provided by this grant are trained to the appropriate level to utilize the equipment and the agency will maintain records of training.
2. All items purchased must be on the DHS Authorized Equipment list. Items not listed on the DHS Authorized Equipment List may not be purchased, until a waiver of approval has been granted from DHS. If these items are not approved, an amendment to utilize the funds for different approved items on DHS Authorized Equipment List may be sought from the Department of Public Safety in writing.
 - a. For equipment in which a waiver is required, an approved waiver from DHS must be received prior to any purchase.
3. **Barre City Fire Department - City of Barre** will ensure that equipment is accounted for throughout its operational lifetime.
 - a. Agencies must maintain a Homeland Security Unit (HSU) Property Records List in accordance with **2 CFR 200.313** (Code of Federal Regulations).
 - b. All equipment (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or above, purchased by this grant must be included on the Homeland Security Unit (HSU) Property Records List.
 - c. A complete, up to date, Homeland Security Unit (HSU) Property Records List must be submitted (as an excel document) with each Financial Reimbursement Form. Final payment may be held until this is received by Department of Public Safety (DPS), Homeland Security Unit (HSU).
4. **Barre City Fire Department - City of Barre** will submit a completed Program Progress Report Form detailing status of performance measures and project progress.
 - a. A completed Program Progress Report Form must be submitted each time reimbursement is requested or biannually, at a minimum. The reporting periods are July 1 - December 31 (due January 15), January 1 – June 30 (due July 15). If the due date falls on a weekend or holiday, please submit the following business day. A final report is due within 30 days of the end date of this grant agreement. Program Progress Report Form is required even if no activity has been performed on the project.
 - b. Program Progress Report Form is required even if no activity has been performed on the project.

- c. The Program Progress Report Form shall be completed to the best of the grantees' ability. Blank, incomplete, or insufficient Program Progress Report Forms will not be accepted.
- d. The State reserves the right to withhold part or all grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.

5. **Barre City Fire Department - City of Barre** will ensure that this project is fully operational within the Period of Performance and report back to the DPS Financial Office accordingly.

6. **Barre City Fire Department - City of Barre** will inform the DPS Financial Office in writing of any delays, proposed equipment substitutions, or desired changes to the physical/geographic deployment, concept of operations, equipment substitutions, and/or technical specifications in order to determine if an amendment to this agreement is warranted prior to any changes or purchases being made.

- a. If an amendment to this agreement is necessary, no purchases or work may be completed under the adjusted scope of the agreement until the amendment has been executed by DPS.

7. Any subrecipient of Homeland Security Grant Program funds may be subject to programmatic monitoring to ensure that the subrecipient is in compliance with applicable Federal statutes and regulations and terms of the subrecipient agreement.

8. All expenses must be incurred by **08/31/2024**. Requests for reimbursements, with a complete Program Progress report form, must be submitted to the Vermont Department of Public Safety, Finance Office, no later than the end of the month following the month in which the expenses were incurred.

9. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to underrepresented diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in IPP and addressed in the state or high-risk urban area training cycle. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analyze, Design, Develop, Implement, and Evaluate (ADDIE) model of instructional design.

- a. **Barre City Fire Department - City of Barre** must maintain records of the training course description(s) or syllabi, number of trainings held, including the total number of people trained and average attendance per training. Records should be made available upon request.

1. **10. Prohibitions on Expending Grant or Cooperative Agreement Funds for Certain Telecommunications and Video Surveillance Services or Equipment**

Effective August 13, 2020, DHS/FEMA recipients and subrecipients may not use grant funds under open or new award to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471.

Guidance is available in FEMA Police #405-143-1, *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services* issued May 10, 2022.

11. **Barre City Fire Department - City of Barre** will complete the 2022 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2022 NCSR is estimated to be open from October 2022 – February 2023.

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount stated below, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

Budget Detail:

Salaries and Benefits	\$
Contractual	\$
Supplies	\$
Travel & Mileage	\$
Equipment *	\$ 107,522.80
Other Costs	\$
Indirect Cost **	\$
Total Federal Share	\$ 107,522.80
Total Non-Federal Share (Match)	\$

Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities and will not supplant (replace) non-Federal funds Subrecipients must be able to document local funds were not supplanted with funds from this award **(for example: personnel expenses must be supported with actual budget allocations which include this funding source).**

* Federal equipment threshold is \$5,000.00¹. Please reference Federal equipment compliance requirements.² Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.

** Current Rate Approval Letter (under 2 CFR 200.332(a)(4) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.

PROGRAMMATIC REPORTING REQUIREMENTS:

- Under 2 CFR 200.329 (e) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS *as soon as* the following types of conditions become known:
 1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.
- The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed, or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form. The reporting periods are October 1 – December 31 (due

¹ 2 CFR § 200.313 (d)(1)

² 2 CFR § 200.313 (d)(2)

January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 30 (due October 30).

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Agreement funds:

1. **Barre City Fire Department - City of Barre will provide Financial Office with:**
 - a. **Purchase Order, if invoice is dated after the end of the performance period, if applicable.**
 - b. **Copy of Invoice.**
 - c. **Copy of the Cancelled Check.**
 - d. **Program Progress Report Form.**
 - e. **HSU Property Records List (submitted as an excel document) - All equipment (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or above, purchased by this grant must be included on the Homeland Security Unit (HSU) Property Records List.**
 2. **Requests for reimbursements, with complete Program Progress Report form must be submitted to the Vermont Department of Public Safety, no later than the end of the month following the month in which the expenses were incurred.**
 3. **Barre City Fire Department - City of Barre will track the grant funds to ensure that the project is completed before the expiration date.**
 4. **Barre City Fire Department - City of Barre will notify in writing of any proposed changes to the allowable expenditures.**
 5. **Barre City Fire Department - City of Barre will report all funds not expended upon completion of the project.**
 6. **Either party can cancel this agreement within 30 days' notice.**
 7. **All expenses must be incurred by 8/31/2024. These expenses must be paid no later than the end of the month following the month in which the expenses were incurred.**
- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (**DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.
 - Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient **MUST** make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest-bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a), and must be supported by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.

These requests must be submitted to the Vermont Department of Public Safety, Financial Office, no later than the end of the month following the month in which the expenses were incurred. Please send to:

Name: Kaisa S. Lewia
Via email: Kaisa.Lewia@Vermont.gov
Vermont Department of Public Safety/Financial Office
45 State Drive
Waterbury, VT 05671-1300

DPS will not make any payments on this Agreement unless the Subrecipient meets all provisions contained herein.

CLOSEOUT:

When a performance period is nearing its end, the subrecipient should ensure all work is complete and file their reports by the deadline noted in Attachment B of the subrecipient agreement. If they have determined a need for an extension, it must be requested with sufficient time to allow for DPS to review and approve prior to the end of the current award term. If the performance period and date for the final report ends and the subrecipient does not contact DPS for an extension, the Financial Office will close out the award. Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

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

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

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

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

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

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees

against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

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

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

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

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

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage

including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability
The policy shall be on an occurrence form and limits shall not be less than:
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

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

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

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations

concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

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

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

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

16. Taxes Due to the State:

- A) Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B) Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C) Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the

Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

- D) Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

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

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

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

27. Termination:

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

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

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

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

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

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United

States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT;
ORGANIZATIONAL AND FINANCIAL REQUIREMENT; FOLLOWING SUBRECIPIENT
PROCEDURES: DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are

suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990. The Subrecipient will or will continue to provide a drug-free workplace by:³

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Subrecipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.327.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.⁴
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises,

and labor surplus area firms be used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising

³ 2 CFR § 182

⁴ 2 CFR § 200.318(c)(1)

from audit, litigation or claims started before the expiration of the three year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

c. Provides information for planning, control and evaluation of direct and indirect costs;

d. Provides cost and property control to ensure optimal use of the grant funds;

Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient’s payroll, purchasing, contracting and inventory control in accordance with 2 CFR 200 Subpart E, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: **(a)** 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for

any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. CONFLICT OF INTEREST

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies, and bulletins. Most notably:

Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500, and Operation Stonegarden (OPSG) funding in the amount of \$500,000. The state shall receive OPSG subawards for the following amounts: State of Vermont, \$500,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national

origin,
 be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in

the state energy conservation plan issued in compliance with this Act.

Article XIX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

- (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will

increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "[Buy America](#)" Preference in FEMA Financial Assistance Programs for Infrastructure | [FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXVII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVIII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R.

section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLIX - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article L - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article LI - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article LII - OPSG Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

City of Barre, Vermont Mayoral Proclamation

Naming November 1, 2022 “Extra Mile Day”

WHEREAS, Barre City, Vermont is a community which acknowledges that **a special vibrancy exists within the entire community** when its citizens collectively “**go the extra mile**” in **personal effort, volunteerism, and service**; and

WHEREAS, Barre City, Vermont encourages its citizens to **maximize their personal contribution by giving of themselves wholeheartedly and with total effort, commitment and conviction** to their individual ambitions, family, friends, and community; and

WHEREAS, Barre City, Vermont chooses to shine a light on and celebrate those who “**go the extra mile**” in order to **make a difference and lift up fellow members of their community**; and

WHEREAS, Barre City, Vermont brings these names forward to the Extra Mile organization as examples of the many people and organizations who step forward to support our community through their service and commitment:

- **Ashley & Jason Aldrich**
- **Margaret Ferguson**
- **Renita Marshall**

WHEREAS, Barre City, Vermont acknowledges the mission of Extra Mile America, and is proud to support “**Extra Mile Day**” on **November 1, 2022 by submitting** these names for recognition of the type of efforts that epitomize what makes a community.

NOW, THEREFORE, I, Jake Hemmerick, Mayor of the City of Barre, Vermont, do hereby proclaim **November 1, 2022** to be

EXTRA MILE DAY

I urge each individual in the community to take time on that day to not only “go the extra mile” in their own life, but to also **acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country and world a better place.**



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Barre, in the State of Vermont this Twenty-fifth day of October, Two Thousand Twenty-two, AD.

Jake Hemmerick, Mayor



Submission Form for **Extra-Mile Heroes**

Mayors may submit 1-3 names of amazing extra mile people and/or organizations that are making significant contributions to make the city better. These people/organizations will be included on our website with their specific contribution. **A photo would be great** (but not required)!

Email completed form to Christine@ExtraMileAmerica.org by November 1.

Submitting Mayor: Jake Hemmerick
City, State: Barre City, Vermont

1. Extra-mile change maker's name:
Two to four sentences about why this person/organization was selected as an extra-mile change maker:

ASHLEY & Jason ALDRICH – Ashley and Jason have served our community through the Barre Youth Sports Association (BYSA) Football program, having dedicated countless hours to our youth. Both Ashley and Jason have served on the board in leadership positions, and Jason also connects with the children on the field as a head coach. The time and dedication they have put into this program is priceless to our next generation.

2. Extra-mile change maker's name:
Two to four sentences about why this person/organization was selected as an extra-mile change maker:

MARGARET FERGUSON - Margaret Ferguson has been a vital support for Barre residents (and others) for over 20 years. She has helped many go from crisis to success, from wondering how they were going to pay their rent to running their own business. No matter what time of day, Margaret was there to help. If you needed a place to live or an extra hand at 4 a.m., Margaret was there.

3. Extra-mile change maker's name:
Two to four sentences about why this person/organization was selected as an extra-mile change maker:

RENITA MARSHALL – With a passion for helping those in need, Renita founded the Renita Marshall Helping Hands Foundation about 10 years ago, providing support to local families through volunteer and donated efforts. Projects have included free swimming lessons and pool passes for children; back-to-school clothing and supplies; holidays gifts for families in need; winter tires for safe travel to doctor's appointments; and grocery gift cards for out-of-work parents.

Police Budget (6045, 6050, 6055)

FY 24 Budget for Meters Enforcement, Police & Emergency Communications

(accounts for 25% of city budget)

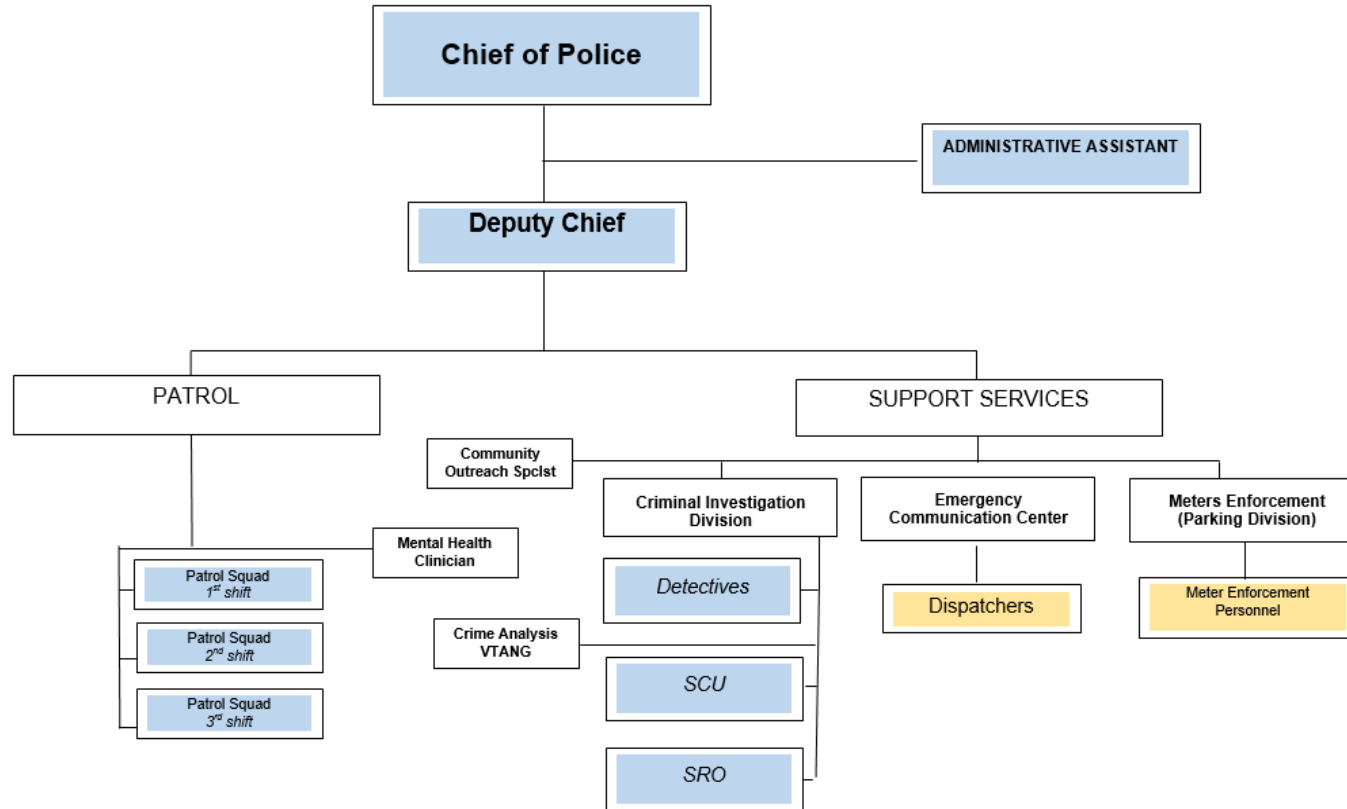




Responsibility



The Police Department budget includes 29.5 FTE's (Admin Asst split PD/FD) and 13 PTE's under police services (6050), Communications (6055) and Parking (6045)



Embedded mental health clinician – shared resource between Barre and Montpelier (non-city employee)

Criminal Analyst – VTANG (non-city employee)



Department Overview



Service	FY23 Approved	FY24 Proposed	% Increase/ (Decrease)
Dispatch	\$ 655,040	\$ 697,862	6.54%
Police Services	\$ 2,545,722	\$ 2,642,905	3.82%
Meters/Parking	\$ 104,800	\$ 109,796	4.77%
<u>Totals</u>	<u>\$3,305,562</u>	<u>\$3,450,563</u>	<u>4.39%</u>

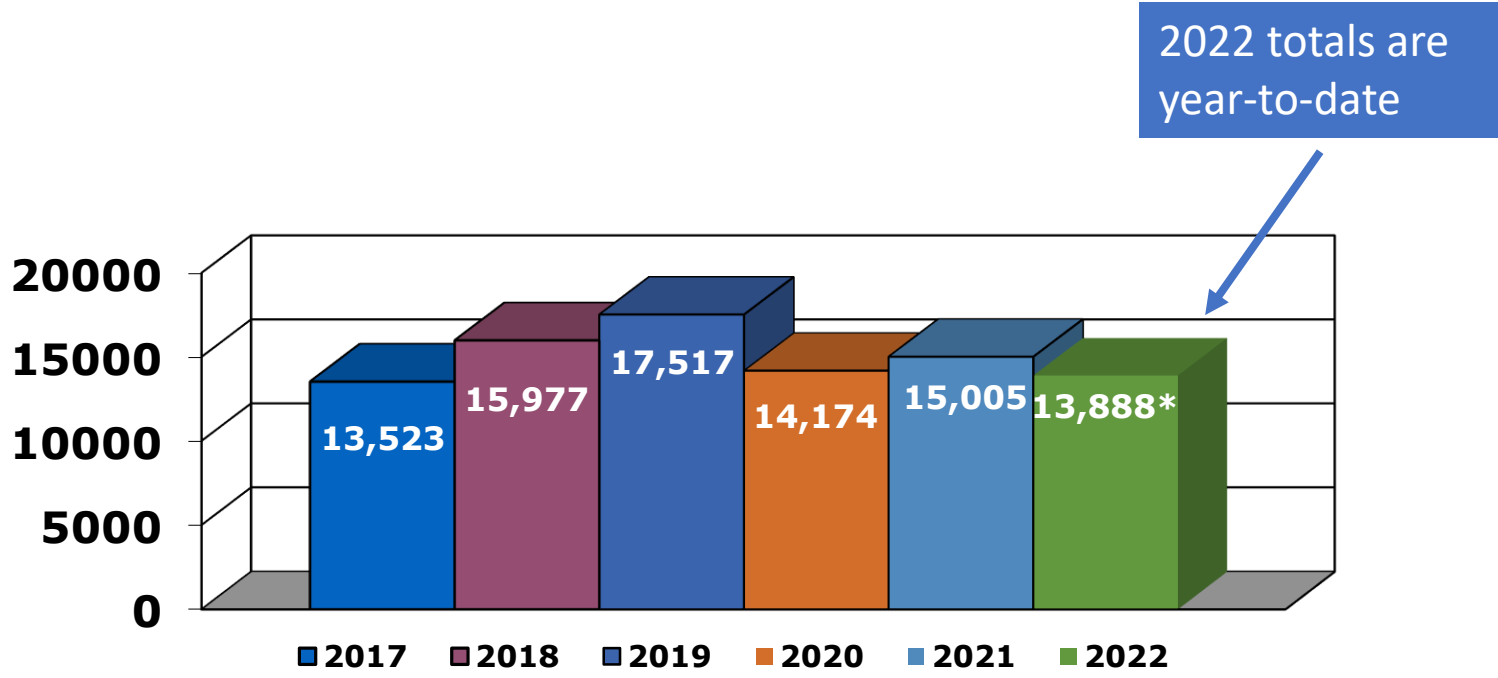
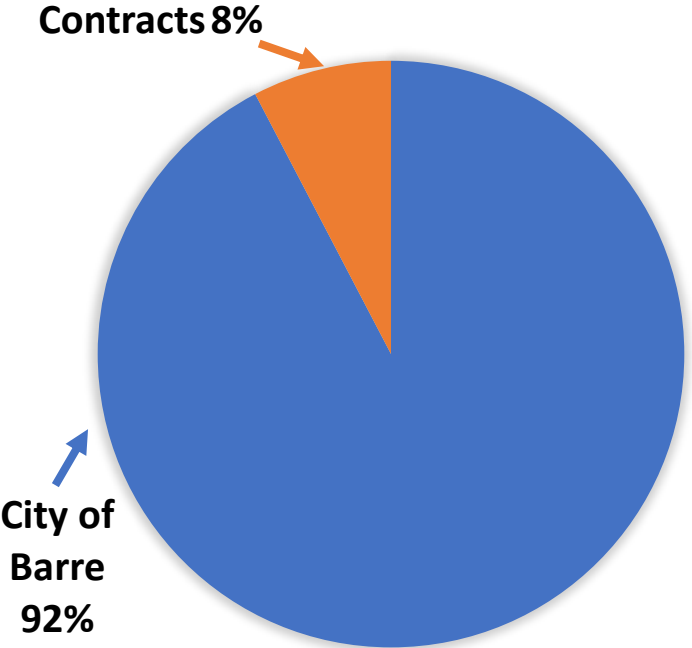
Increases driven by personnel increases and realistic 3rd Shift Embedded OT estimates. In FY22 and FY23, this was budgeted at less than 50% of actuals.



Dispatch Funding

The Barre City Emergency Communications Center (ECC) provides around the clock dispatch services to Barre City Police and Fire/EMS as well as the Fire/EMS services of Washington and Williamstown under contract, and non-regular hour coverage for Washington County Sheriff's Department. Activity is projected to end within the 5-year average.

DISPATCH FUNDING



Source: Crosswind Technologies, Inc. (Valcour); City of Barre Police Department, Emergency Communications Center. October 11, 2022.



Dispatch Overview

Personnel/Wages – 81% of operating costs

FY23 Approved	FY24 Proposed	% Change
\$ 655,040	\$ 697,862	6.54

Revenue Up +\$1,902

Funds

- 6 Full Time Communications Specialists
- Part Time Dispatcher Funding, (.8 *FTE Equivalent*)

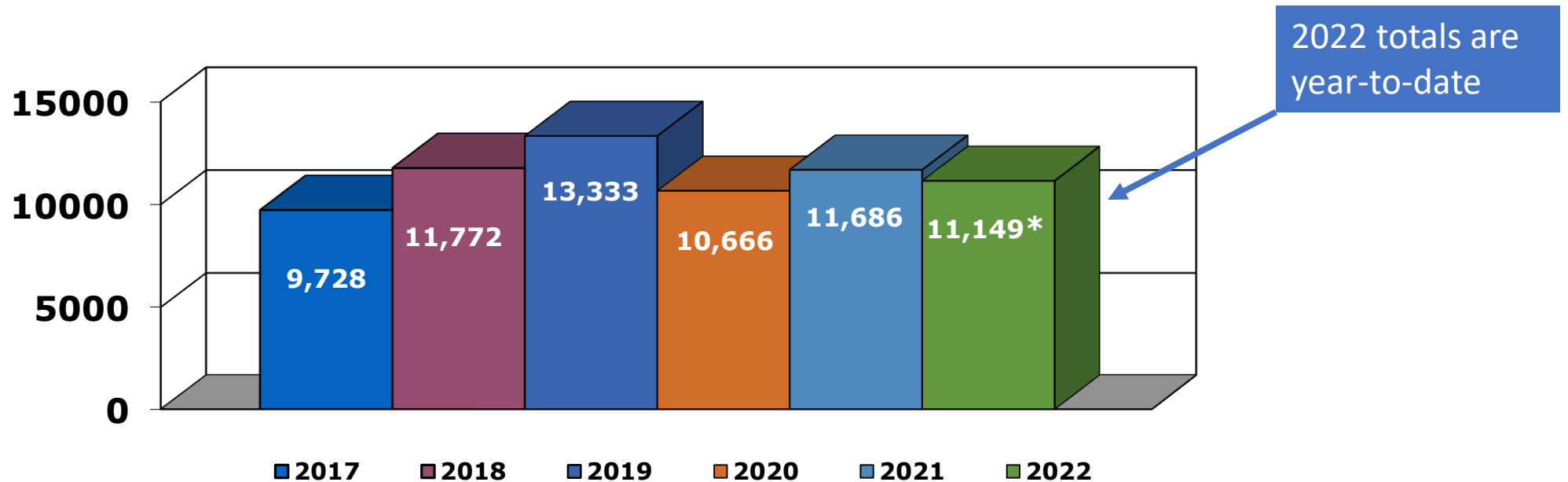
Reductions

- Professional Development Training



Police Services

Total emergency and non-emergency calls for police service requiring a response by a BCPD officer continue to steadily increase. Staff have already answered 11,149 calls for service this year, which is up from the number of calls answered this same time last year.



Source: Crosswind Technologies, Inc. (Valcour); City of Barre Police Department, Emergency Communications Center. October 11, 2022.



Police Services Overview



Personnel/Wages – 83% of operating costs

3 Year Police Operating Costs

FY23 Approved	FY24 Proposed	% Change
\$ 2,545,722	\$ 2,642,905	3.82

Funds

- 14 Patrol Officers & 1st Line Patrol Supervisors
- 3.5 Detectives, & 1 SRO (*portion of salary, benefits for SIU Investigator*)
- 2 Managers,
- .5 Administrative Assistant, (*50% of Salary in 6040*)
- .25 Mental Health Clinician (*shared resource with Montpelier*)
- Community Outreach Specialist
- Part Time Officer Funding

Reductions

- Body Cameras (*alternative funding FY24*)
- Taser Program (*Bundle option w/cameras*)
- Part Time Officer Funding
- Security Cameras (*CIP*)
- Jail Operations

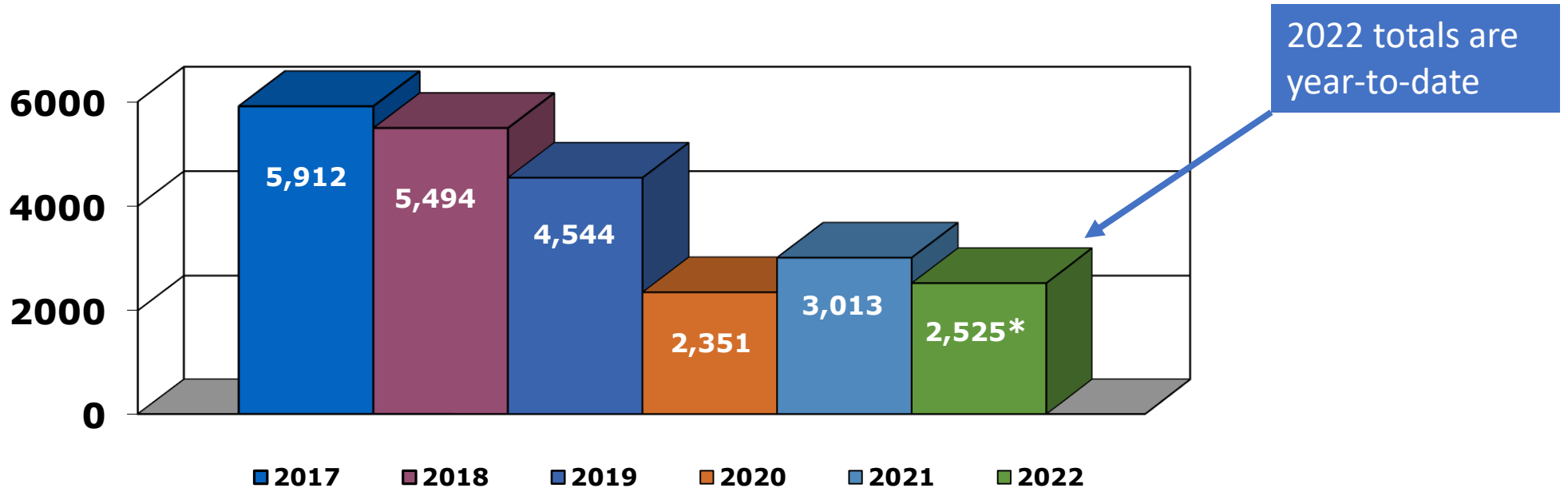
While the general fund budget does not include funding for body cameras, the Department will nonetheless begin rollout of body cameras in FY24 using either (1) grant funds or (2) asset forfeiture funds.



Meters/Parking



Parking personnel monitor metered and/or permitted parking within 12 city lots as well as along certain streets within the business district. The COVID pandemic and subsequent remote work arrangements impacted parking within the city.



Source: Cardinal Tracking, Inc. (TickeTrak); City of Barre Police Department, October 14, 2022.



Meters Overview

Personnel/Wages – 80% of operating costs

FY23 Approved	FY24 Proposed	% Change
\$ 104,800	\$ 109,796	4.77

Funds

- 1 Full Time Position
- 1 Part Time Position
- Supplies
- Maintenance

Reductions

- Supplies
- EVCS Charge Point Contract



Savings Overview

Service	Savings	\$
Dis	Dispatcher Training P/R	\$ 2,500.00
Dis	Dipatcher FICA	\$ 191.25
PD	Part-time Officers	\$ 6,004.00
PD	FICA associated w/ cuts	\$ 535.81
PD	PD security cameras	\$ 1,500.00
PD	Body cameras	\$ 40,000.00
PD	Bolawrap cartridge	\$ 1,000.00
PD	Dry cleaning	\$ 1,500.00
PD	PD Bldg Security Cameras	\$ 1,000.00
PD	STOP Grant Coverage	\$ 12,480.00
PD	Jail operations	\$ 6,500.00
Meters	EVCS-Charge Point	\$ 675.00
Meters	Meter Supplies	\$ 1,000.00
	Total	\$ 74,886.06



Thank you.

Questions?

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDNG JUNE 30,2024

FY24 GF Budget - Template

<u>Account No</u>	<u>Account Description</u>	<u>FY 24 Template</u>	<u>FY 23 Approved</u>	<u>FY 22 Unaudited</u>	<u>FY 22 Approved</u>	<u>FY21 Audited</u>
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CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

<u>Account No</u>	<u>Account Description</u>	<u>FY 24</u> <u>Template</u>	<u>FY 23</u> <u>Approved</u>	<u>FY 22</u> <u>Unaudited</u>	<u>FY 22</u> <u>Approved</u>	<u>FY21</u> <u>Audited</u>
EXPENSES						
(6020) ANIMAL CONTROL						
001-6020-120.0173	ACO (Personnel Services & FICA Allow.)	\$ 1,500	\$ 3,000	\$ 1,400	\$ 3,000	\$ 1,230
001-6020-220.0415	Humane Society/Contract ACO Fees	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ 6,600
Sub Total		\$ 9,500	\$ 11,000	\$ 1,400	\$ 11,000	\$ 7,830
		-13.64%	0.00%	-82.12%	22.22%	
(6045) METERS ENFORCEMENT						
001-6045-100.0110	Base Salary (1.5 FTE)	\$ 75,761	\$ 71,893	\$ 67,817	\$ 67,517	\$ 46,392
001-6045-110.0150	FICA	\$ 5,796	\$ 5,500	\$ 4,741	\$ 5,165	\$ 3,141
001-6045-200.0210	EVCS Electricity - Merchants Row	\$ 1,000	\$ 600	\$ 943	\$ -	\$ 561
001-6045-200.0743	EVCS - Charge Point Contract & Maintenance	\$ -	\$ 675	\$ -	\$ 600	\$ 658
001-6045-220.0410	Towing Fees	\$ 4,000	\$ 4,000	\$ 4,353	\$ 4,000	\$ 828
001-6045-310.0616	Mifi	\$ 1,500	\$ 1,100	\$ 1,169	\$ 1,600	\$ 1,583
001-6045-320.0744	Meter Maintenance	\$ 2,000	\$ 2,000	\$ 346	\$ 2,000	\$ 438
001-6045-320.0745	Meter Coin Handling Fees	\$ -	\$ -	\$ -	\$ 1,000	\$ -
001-6045-340.0940	Clothing	\$ 1,000	\$ 1,000	\$ 1,162	\$ 750	\$ -
001-6045-340.0943	Footwear (1 FTE)	\$ 350	\$ 350	\$ 134	\$ 350	\$ 147
001-6045-340.0944	Vision	\$ 185	\$ 185	\$ -	\$ 185	\$ 185
001-6045-350.1055	Meter Supplies(Batteries, Tickets, Envelopes, Bags)	\$ 3,500	\$ 4,500	\$ 2,789	\$ 4,500	\$ 3,624
001-6045-350.1057	Meter Systems Software (Ticket Trax)	\$ 4,125	\$ 3,550	\$ 3,442	\$ 4,000	\$ 3,442
001-6045-360.1165	Program Materials	\$ 1,000	\$ 1,000	\$ 985	\$ 1,000	\$ 967
001-6045-470.1271	Meter & Handhelds Replacements (3 - replace 1/yr)	\$ 4,000	\$ 3,000	\$ 3,275	\$ 1,500	\$ 12,000
001-9020-110.0151	Health Insurance (1 FTE)	\$ -	\$ -	\$ -	\$ 3,000	\$ -
001-9020-110.0152	Life Insurance	\$ 564	\$ 548	\$ -	\$ 490	\$ -
001-9020-110.0153	Dental Insurance	\$ 404	\$ 393	\$ -	\$ 425	\$ -
001-9030-110.0154	Pension	\$ 4,611	\$ 4,506	\$ -	\$ 3,590	\$ -
Sub Total		\$ 109,796	\$ 104,800	\$ 91,155	\$ 101,672	\$ 73,966
		4.77%	3.08%	23.24%	4.95%	
(6050) POLICE DEPARTMENT						
001-6050-100.0109	Payroll Reimbursement			\$ (14,953)		\$ (31,754)
001-6050-100.0110	Base Salary, w/ Holiday, (18 17, .5 AA, C, DC)	\$ 1,329,206	\$ 1,292,722	\$ 1,288,070	\$ 1,283,300	\$ 1,366,171
001-6050-100.0137	Two new patrolmen: COPS Grant Local Share (Yr. 3) (2 Cops)	\$ 129,626	\$ 122,416	\$ 81,107	\$ 111,583	\$ -
001-6050-100.0136	Mental Health Clinician (Local Share @25%)	\$ 20,000	\$ 20,600	\$ 20,000	\$ 20,000	\$ 20,000
001-6050-100.0113	O/T Embedded Training (Mandatory OT Training)	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -
001-6050-100.0114	O/T Search Warrants & DOT	\$ 30,000	\$ 20,000	\$ 10,244	\$ 20,000	\$ 6,045
001-6050-100.0115	O/T Discretionary	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -
001-6050-100.0117	O/T P/R 1st Shift Embedded	\$ 50,000	\$ 48,900	\$ 37,364	\$ 27,000	\$ 61,414
001-6050-100.0118	O/T P/R 2nd Shift Embedded	\$ 25,710	\$ 25,000	\$ 26,928	\$ 25,000	\$ 22,515
001-6050-100.0119	O/T P/R 3rd Shift Embedded	\$ 65,000	\$ 50,000	\$ 60,880	\$ 42,000	\$ 69,029
001-6050-100.0120	O/T P/R	\$ 65,841	\$ 37,500	\$ 91,038	\$ 32,000	\$ 37,214
001-6050-100.0121	O/T P/R 2%	\$ 29,550	\$ 27,500	\$ 30,083	\$ 33,000	\$ 26,745
001-6050-100.0122	O/T P/R 3%	\$ 12,190	\$ 12,500	\$ 12,231	\$ 19,000	\$ 11,208
001-6050-100.0125	Training P/R	\$ 20,000	\$ 20,000	\$ 36,570	\$ 17,975	\$ 18,806
001-6050-100.0129	Special Staff (Bike Patrol)	\$ -	\$ -	\$ -	\$ -	\$ -
001-6050-100.0130	Part-Time Police Officers (Allow.)	\$ 10,000	\$ 7,500	\$ 15,388	\$ -	\$ 6,822

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

Account No	Account Description	FY 24		FY 23		FY 22		FY 21	
		Template	Approved	Unaudited	Approved	Unaudited	Approved	Audited	
001-6050-100.XXXX	Domestic Violence & STOP Grants Shortfall	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-6050-100.0132	Educational Incentive	\$ -	\$ 4,500	\$ 2,600	\$ 4,500	\$ 4,500	\$ 4,000	\$ -	\$ -
001-6050-100.0135	Community Outreach Advocate	\$ 55,806	\$ 47,006	\$ 44,425	\$ 51,410	\$ 43,013	\$ -	\$ -	\$ -
001-6050-110.0150	FICA	\$ 139,454	\$ 134,452	\$ 127,846	\$ 129,803	\$ 123,523	\$ -	\$ -	\$ -
001-6050-120.0170	Legal Costs (Claim deductibles)	\$ 1,000	\$ 1,000	\$ 375	\$ 1,000	\$ -	\$ -	\$ -	\$ -
001-6050-120.0171	Consultant Fees	\$ 500	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -
001-6050-130.0180	Train'g & Development (Expenses only)	\$ 8,500	\$ 8,000	\$ 6,031	\$ 5,000	\$ 3,136	\$ -	\$ -	\$ -
001-6050-130.0182	Travel and Meals	\$ 1,500	\$ 1,500	\$ 2,013	\$ 1,000	\$ 122	\$ -	\$ -	\$ -
001-6050-210.0310	Computer Access- Power DMS, Valcor, ADS (60/40 PD/Disp Split)	\$ 10,320	\$ 10,000	\$ 6,238	\$ 6,000	\$ 12,002	\$ -	\$ -	\$ -
001-6050-210.0312	Office Equipment Service Contracts & Maint.	\$ 13,615	\$ 13,615	\$ 21,688	\$ 13,615	\$ 9,848	\$ -	\$ -	\$ -
001-6050-230.0511	Lock-up Meals	\$ -	\$ 3,000	\$ 1,449	\$ 3,500	\$ 2,042	\$ -	\$ -	\$ -
001-6050-230.0512	Physicals	\$ 500	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -
001-6050-320.0720	Vehicle Maintenance	\$ 25,500	\$ 27,500	\$ 39,375	\$ 27,500	\$ 24,258	\$ -	\$ -	\$ -
001-6050-320.0721	TASER Assurance/Replacement Prgm	\$ -	\$ 4,176	\$ 4,176	\$ 4,176	\$ 4,176	\$ -	\$ -	\$ -
001-6050-320.0722	TASER Cartridges	\$ -	\$ 2,500	\$ 2,181	\$ 2,000	\$ 2,201	\$ -	\$ -	\$ -
001-6050-320.0XXX	Body Cameras/Taser Bundle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-6050-320.0725	Bolawrap (annual fee for cartridge/battery replacement)	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-6050-320.0724	Radio Maintenance (Handhelds, Cruisers)	\$ 500	\$ 500	\$ -	\$ 500	\$ 600	\$ -	\$ -	\$ -
001-6050-330.0835	Vehicle Fuel	\$ 34,135	\$ 27,500	\$ 28,143	\$ 25,000	\$ 21,727	\$ -	\$ -	\$ -
001-6050-340.0940	Clothing (Phased Uniform Replacements)	\$ 10,000	\$ 8,000	\$ 6,738	\$ 5,000	\$ 7,039	\$ -	\$ -	\$ -
001-6050-340.0941	Safety Equipment	\$ 11,500	\$ 11,500	\$ 12,004	\$ 9,000	\$ 5,202	\$ -	\$ -	\$ -
001-6050-340.0942	Ammunition	\$ 10,000	\$ 10,000	\$ 6,533	\$ 7,000	\$ 5,408	\$ -	\$ -	\$ -
001-6050-340.0943	Footwear	\$ 3,150	\$ 3,150	\$ 2,512	\$ 3,150	\$ 1,626	\$ -	\$ -	\$ -
001-6050-340.0944	Vision	\$ 3,330	\$ 3,330	\$ 614	\$ 3,330	\$ 1,358	\$ -	\$ -	\$ -
001-6050-340.0945	Dry Cleaning	\$ 3,500	\$ 5,000	\$ 2,901	\$ 5,000	\$ 3,648	\$ -	\$ -	\$ -
001-6050-340.0946	PD Building Security Cam's (17 total; Replace 2-3 Hi-Res/Yr)	\$ 1,000	\$ 2,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -
001-6050-350.1053	Office Supplies	\$ 4,500	\$ 4,500	\$ 3,903	\$ 4,000	\$ 4,010	\$ -	\$ -	\$ -
001-6050-350.1056	Training Supplies	\$ 1,000	\$ 1,000	\$ 1,070	\$ 1,000	\$ 875	\$ -	\$ -	\$ -
001-6050-360.1158	Juvenile Program	\$ 500	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -
001-6050-360.1159	K-9 Program	\$ 3,700	\$ 3,500	\$ 1,742	\$ 3,500	\$ 1,465	\$ -	\$ -	\$ -
001-6050-360.1161	Investigational Materials	\$ 6,000	\$ 4,000	\$ 8,790	\$ 4,000	\$ 15,791	\$ -	\$ -	\$ -
001-6050-360.1162	Lockup Materials	\$ -	\$ 3,500	\$ 1,589	\$ 3,500	\$ -	\$ -	\$ -	\$ -
001-6050-370.1380	COVID Materials	\$ -	\$ -	\$ 2,000	\$ -	\$ 1,077	\$ -	\$ -	\$ -
001-6050-480.1284	Radios (Personal & Cars)	(See line 425)	(See line 425)	\$ 1,035	(See line 425)	\$ 535	\$ -	\$ -	\$ -
001-9020-110.0151	Health Insurance	\$ 340,355	\$ 317,886	\$ -	\$ 326,134	\$ -	\$ -	\$ -	\$ -
001-9020-110.0152	Life Insurance	\$ 12,413	\$ 12,052	\$ -	\$ 11,703	\$ -	\$ -	\$ -	\$ -
001-9020-110.0153	Dental Insurance	\$ 8,897	\$ 8,638	\$ -	\$ 8,065	\$ -	\$ -	\$ -	\$ -
001-9030-110.0154	Pension	\$ 144,607	\$ 133,280	\$ -	\$ 118,560	\$ -	\$ -	\$ -	\$ -
Sub Total		\$ 2,642,905	\$ 2,545,722	\$ 2,032,920	\$ 2,451,303	\$ 1,912,897	\$ -	\$ -	\$ -
		3.82%	3.85%	6.27%	-2.37%				
(6055) DISPATCH									
001-6055-100.0109	Payroll Reimbursement			\$ (563)	\$ (1,629)	\$ -	\$ -	\$ -	\$ -
001-6055-100.0111	Base Salary, incl Holiday (6 FTE)	\$ 388,211	\$ 371,222	\$ 363,488	\$ 382,670	\$ 362,880	\$ -	\$ -	\$ -
001-6055-100.0117	Overtime 1st shift Embedded	\$ 12,963	\$ 11,635	\$ 15,277	\$ 35,393	\$ 9,651	\$ -	\$ -	\$ -
001-6055-100.0118	Overtime 2nd shift Embedded	\$ 17,663	\$ 16,213	\$ 17,118	\$ 25,281	\$ 16,850	\$ -	\$ -	\$ -

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

<u>Account No</u>	<u>Account Description</u>	<u>FY 24</u>		<u>FY 23</u>		<u>FY 22</u>		<u>FY 21</u>	
		<u>Template</u>	<u>Approved</u>	<u>Unaudited</u>	<u>Approved</u>	<u>Audited</u>			
001-6055-100.0119	Overtime 3rd shift Embedded	\$ 50,905	\$ 24,000	\$ 50,626	\$ 17,697	\$ 47,270			
001-6055-100.0124	Dispatcher O/T P/R	\$ 14,477	\$ 9,258	\$ 15,587	\$ 8,989	\$ 12,253			
001-6055-100.0126	Dispatcher O/T P/R 2nd Shift	\$ 3,644	\$ 6,944	\$ 4,309	\$ 6,742	\$ 2,698			
001-6055-100.0127	Dispatcher O/T P/R 3rd Shift	\$ 1,694	\$ 4,051	\$ 2,155	\$ 3,933	\$ 1,103			
001-6055-100.0128	Dispatcher Training P/R	\$ 2,500	\$ 5,000	\$ 66	\$ 2,247	\$ 253			
001-6055-100.0129	Dispatcher Training PT	\$ -	\$ -	\$ -	\$ 562	\$ -			
001-6055-100.0131	Part-Time Dispatchers	\$ 32,865	\$ 35,894	\$ 28,354	\$ 29,949	\$ 34,848			
001-6055-100.0132	Incentive Pay	\$ -	\$ -	\$ -	\$ 400	\$ 400			
001-6055-110.0150	FICA	\$ 40,157	\$ 37,043	\$ 36,834	\$ 39,310	\$ 35,562			
001-6055-130-0180	Training/Development (APCO)	\$ 4,000	\$ 2,000	\$ 454	\$ 1,000	\$ 1,724			
001-6055-130-0182	Travel/Meals	\$ 2,000	\$ 1,000	\$ -	\$ 1,000	\$ -			
001-6055-210.0310	Computer Access- Power DMS (40/60 Split with PD)	\$ 9,920	\$ 9,000	\$ 5,159	\$ 9,000	\$ 9,002			
001-6055-210.0312	Office Machine Service Contract(s) & Maint. Exp's	\$ 1,000	\$ 1,000	\$ 4,599	\$ 1,000	\$ 1,458			
001-6055-320.0724	Radio Maint	\$ 3,000	\$ 3,000	\$ 5,977	\$ 4,000	\$ 261			
001-6055-320.0725	Tower Rental Fees (American Tower Co.)	\$ 2,550	\$ 2,475	\$ 2,087	\$ 2,100	\$ 1,913			
001-6055-340.0944	Vision	\$ 1,110	\$ 1,110	\$ 301	\$ 1,110	\$ 245			
001-6055-350.1053	Office Supplies/Equipment	\$ 2,000	\$ 2,000	\$ 1,242	\$ 2,000	\$ 933			
001-6055-480.1290	Dispatch Capital Transfer	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000			
001-9020-110.0151	Health Insurance	\$ 41,691	\$ 50,040	\$ -	\$ 99,232	\$ -			
001-9020-110.0152	Life Insurance	\$ 3,385	\$ 3,290	\$ -	\$ 3,285	\$ -			
001-9020-110.0153	Dental Insurance	\$ 2,427	\$ 2,355	\$ -	\$ 2,125	\$ -			
001-9030-110.0154	Pension	\$ 34,700	\$ 31,510	\$ -	\$ 34,070	\$ -			
Sub Total		\$ 697,862	\$ 655,040	\$ 578,067	\$ 738,094	\$ 562,674			
		6.54%	-11.25%	2.74%	7.15%				



FY24 Budget Department Review: Fire & Emergency Medical Services



October 25, 2022

Key Department Activities

- Funded headcount includes 20.5 FTEs, including 16 firefighters/EMS, 1 fire marshal, 1 inspector, chief, deputy chief, and .5 admin assistant
- In the previous FY, the department responded to **2,177 calls**, ~80% are EMS calls, ~20% are fire related
 - Year-to-date in 2022, the Department has responded to **821 calls**, an increase of 116 over the same time last year
- Ambulance billing continues to be a significant revenue source, accounting for **over \$582K in revenue** for City of Barre billing and contract billing for First Branch, East Montpelier and Williston
 - 7 out of 10 patients are covered by Medicare/Medicaid
- Code Enforcement has conducted **4,418 inspections**.



The proposed FY24 Fire & Emergency Medical Services budget increases by 5.09%



Department	FY23 Approved	FY24 Proposed	% Increase/ (Decrease)
Fire & Emergency Medical Services	\$ 2,412,357	\$ 2,535,244	5.09

~\$107K, or 87% of the increases are directly related to collective bargaining increases or other mandated Personal Service increases (health, pensions, vision, etc.).

The proposed budget includes two capital reserve lines: (1) \$5,000 for vehicle replacements and (2) \$6,256 for radio system upgrades. These reserves account for an additional 9% of the FY24 increase.

Department Overview: Savings Achieved

Department	Savings	\$
FD	Reduce Furniture (1 year)	\$ 1,200
FD	FD Travel & Meals	\$ 1,000
FD	Call Force Training	\$ 1,000
FD	Fire coverage call force	\$ 1,000
FD	FICA associated w/ cuts	\$ 153
FD	FD Dry Cleaning	\$ 150
FD	Program materials	\$ 250
FD	Medical Supplies	\$ 2,000
FD	Oxygen Supplies	\$ 1,000
FD	Breathing App	\$ 1,000
FD	Physicals	\$ 800
	Totals	\$ 9,553



Thank You.

Questions?



CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDNG JUNE 30,2024

FY24 GF Budget - Template

<u>Account No</u>	<u>Account Description</u>	<u>FY 24 Template</u>	<u>FY 23 Approved</u>	<u>FY 22 Unaudited</u>	<u>FY 22 Approved</u>	<u>FY21 Audited</u>
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CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

Account No
EXPENSES

Account Description

FY 24
Template

FY 23
Approved

FY 22
Unaudited

FY 22
Approved

FY21
Audited

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

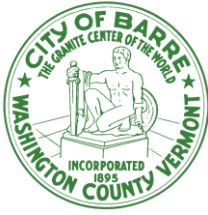
<u>Account No</u>	<u>Account Description</u>	<u>FY 24</u> <u>Template</u>	<u>FY 23</u> <u>Approved</u>	<u>FY 22</u> <u>Unaudited</u>	<u>FY 22</u> <u>Approved</u>	<u>FY21</u> <u>Audited</u>
(6040) FIRE / EMS DEPARTMENT						
001-6040-100.0110	Base Slry; Holiday (16 FF, FM, EI,(.5 AA),DC,C)	\$ 1,445,552	\$ 1,400,505	\$ 1,336,694	\$ 1,359,810	\$ 1,332,358
001-6040-100.0111	Payroll Reimbursement	\$ -	\$ -	\$ (306)	\$ -	\$ (7,705)
001-6040-100.0120	Comp Time OT	\$ 50,971	\$ 49,011	\$ 65,124	\$ 25,182	\$ 47,583
001-6040-100.0121	Overtime (Embedded)	\$ 50,283	\$ 43,174	\$ 58,648	\$ 65,000	\$ 41,917
001-6040-100.0122	Overtime - Amb Coverage (Full-Time)	\$ 39,739	\$ 48,801	\$ 37,603	\$ 54,438	\$ 41,876
001-6040-100.0123	Overtime - Fire Coverage (Full-Time)	\$ 21,810	\$ 29,356	\$ 17,047	\$ 26,221	\$ 26,572
001-6040-100.0125	Fire Train'g & Development (OT Labor Only)	\$ 23,613	\$ 18,749	\$ 26,531	\$ 15,000	\$ 20,694
001-6040-100.0126	Training (Call Force)	\$ 2,500	\$ 3,500	\$ 861	\$ 3,500	\$ 1,034
001-6040-100.0128	Ambulance Coverage (Call Force)	\$ 100	\$ 2,500	\$ 75	\$ 2,500	\$ 50
001-6040-100.0129	Fire Coverage (Call Force)	\$ 1,500	\$ 2,500	\$ 291	\$ 2,500	\$ 200
001-6040-110.0150	FICA	\$ 125,159	\$ 122,254	\$ 111,458	\$ 118,893	\$ 109,830
001-6040-120.0171	Consultant/Intercept Fees	\$ 1,000	\$ 1,000	\$ 1,075	\$ 1,000	\$ 1,677
001-6040-120.0172	Legal Claim Deductibles	\$ -	\$ -	\$ -	\$ -	\$ 475
001-6040-120.0173	Ambulance Rev Tax @3.3%	\$ 17,325	\$ 16,005	\$ 13,798	\$ 14,850	\$ 13,678
001-6040-130.0180	Training/Development Fees & Exp's	\$ 4,500	\$ 4,500	\$ 1,205	\$ 4,500	\$ 2,559
001-6040-130.XXXX	Paramedic Training	\$ 15,000	\$ -	\$ -	\$ -	\$ -
001-6040-130.0181	EMS Training (Live training & Recert Trng)	\$ 5,300	\$ 5,300	\$ 2,533	\$ 5,300	\$ 2,801
001-6040-130.0182	Travel & Meals	\$ 500	\$ 1,500	\$ 1,385	\$ 1,500	\$ 567
001-6040-130.0183	Ambulance Billing Training Seminar (Annual)	\$ 1,500	\$ 1,500	\$ 771	\$ 1,500	\$ 1,500
001-6040-220.0413	Dues & Membership Fees	\$ 2,500	\$ 2,500	\$ 2,612	\$ 2,500	\$ 2,193
001-6040-220.XXXX	Fire Radio System Upgrade Assessment Fees	\$ 6,256	\$ -	\$ -	\$ -	\$ -
001-6040-230.0511	Physicals/Fitness for Duty Checks	\$ 3,200	\$ 4,000	\$ 110	\$ 5,000	\$ 1,858
001-6040-310.0612	Breathing Apparatus	\$ 14,000	\$ 15,000	\$ 16,663	\$ 15,000	\$ 12,968
001-6040-310.0613	Fire Hose	\$ 7,500	\$ 5,000	\$ 5,433	\$ 5,000	\$ 4,768
001-6040-310.0616	Radios and Pagers	\$ 5,000	\$ 5,000	\$ 2,399	\$ 5,000	\$ 1,321
001-6040-320.0720	Fleet Maintenance	\$ 30,000	\$ 35,000	\$ 33,629	\$ 35,000	\$ 30,453
001-6040-320.XXXX	Vehicle Replacement Reserve	\$ 5,000	\$ -	\$ -	\$ -	\$ -
001-6040-320.0724	Truck Radio Maint	\$ 3,000	\$ 3,000	\$ 2,551	\$ 4,000	\$ 1,935
001-6040-320.0726	Fire Alarm Maintenance and Boxes	\$ 4,000	\$ 2,000	\$ 4,180	\$ 2,000	\$ 642
001-6040-320.0728	Secure Vacant Property	\$ 500	\$ 500	\$ 624	\$ 500	\$ 66
001-6040-330.0834	Gas (Generators, saws, pumps, etc.)	\$ 200	\$ 200	\$ 43	\$ 200	\$ 20
001-6040-330.0835	Vehicle Fuel	\$ 24,180	\$ 23,500	\$ 19,710	\$ 14,830	\$ 11,259
001-6040-340.0940	Clothing (Uniform Replacements)	\$ 20,000	\$ 10,000	\$ 8,289	\$ 12,000	\$ 8,064
001-6040-340.0941	Safety Equipment	\$ 20,000	\$ 15,000	\$ 14,269	\$ 15,000	\$ 15,870
001-6040-340.0943	Footwear	\$ 4,850	\$ 4,850	\$ 3,410	\$ 4,850	\$ 1,890
001-6040-340.0944	Vision	\$ 4,190	\$ 4,190	\$ 1,475	\$ 4,190	\$ 3,004
001-6040-340.0945	Dry Cleaning	\$ 600	\$ 750	\$ 594	\$ 750	\$ 307
001-6040-340.0947	Furniture	\$ 1,200	\$ 2,400	\$ 2,400	\$ 2,400	\$ 1,600
001-6040-340.0948	Ambulance Billing Mailers (service company fee)	\$ 2,400	\$ 2,400	\$ -	\$ -	\$ -
001-6040-350.1053	Office Supplies	\$ 5,000	\$ 5,000	\$ 5,598	\$ 5,500	\$ 4,423
001-6040-350.1054	Medical Supplies	\$ 30,000	\$ 30,000	\$ 28,023	\$ 32,000	\$ 24,467
001-6040-350.1055	Oxygen Supplies	\$ 3,000	\$ 4,000	\$ 1,085	\$ 2,000	\$ 4,505
001-6040-350.1056	Training Supplies	\$ 1,000	\$ 1,000	\$ 1,335	\$ 1,000	\$ 962
001-6040-350.1058	Defib - Batteries/Preventative Maint.	\$ 18,331	\$ 5,500	\$ 23,571	\$ 5,500	\$ 5,127

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

<u>Account No</u>	<u>Account Description</u>	<u>FY 24</u>		<u>FY 23</u>	<u>FY 22</u>		<u>FY 22</u>	<u>FY 21</u>
		<u>Template</u>	<u>Approved</u>	<u>Approved</u>	<u>Unaudited</u>	<u>Approved</u>	<u>Audited</u>	
001-6040-360.1165	Fire Prevention Program Material	\$ 250	\$ 300	\$ 300	\$ 571	\$ 500	\$ 136	
001-6040-360.1167	Fire Investigation Material	\$ -	\$ 300	\$ 300	\$ -	\$ -	\$ 303	
001-6040-370.1380	COVID19 Materials	\$ -	\$ -	\$ -	\$ 3,865	\$ -	\$ 3,726	
001-6040-440.1240	Computer Software (FH, ME, Amb, 911)	\$ 22,400	\$ 22,400	\$ 22,400	\$ 17,799	\$ 17,400	\$ 16,628	
001-9020-110.0151	Health Insurance	\$ 344,766	\$ 322,794	\$ 322,794	\$ -	\$ 322,794	\$ -	
001-9020-110.0152	Life Insurance	\$ 11,849	\$ 11,504	\$ 11,504	\$ -	\$ 20,735	\$ -	
001-9020-110.0153	Dental Insurance	\$ 8,534	\$ 8,286	\$ 8,286	\$ -	\$ 8,675	\$ -	
001-9030-110.0154	Pension	\$ 125,187	\$ 115,828	\$ 115,828	\$ -	\$ 110,850	\$ -	
Sub Total		\$ 2,535,244	\$ 2,412,357	\$ 2,412,357	\$ 1,875,033	\$ 2,356,868	\$ 1,796,159	
		5.09%	2.35%		4.39%	-0.46%		



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 10/25/22**

Action Item No. 9-C

AGENDA ITEM DESCRIPTION: Approval to pay remaining Enterprise Aly acquisition principal

SUBJECT: FY24 Budget savings

SUBMITTING DEPARTMENT/PERSON: Manager Storrellicastro

STAFF RECCOMENDATION: Approval to use previously undesignated fund balance to pay off the remaining principal related to the City’s Enterprise Aly acquisition.

PRIOR ACTION/TRATEGIC OUTCOME:

Prior Action: At its October 18, 2022 meeting, Council was briefed on the Manager’s Office, General Administration, Finance, and Clerks/Elections budgets. As part of that review, staff recommended a savings that could be achieved by eliminating the debt service payment related to the Enterprise Aly acquisition by paying off the remaining principal.

Strategic Outcome: Implement a key component of the savings plan necessary to propose a responsible FY24 budget to the voters.

EXPENDITURE REQUIRED: \$149,153.63

FUNDING SOURCE(S): Previously undesignated fund balance.

LEGAL AUTHORITY/REQUIREMENTS: City Charter §207, 601

BACKGROUND/SUPPLEMENTAL INFORMATION:

In February 2011, the City acquired the property known as 16 Enterprise Aly from Broadway Enterprise LLC for \$240,000.00. The purchase included land and the building known as TNT, which was the name of the bar located there.

The purchase was financed through a promissory note in the amount of \$240,000.00 from the Sewer Enterprise Fund to the General Fund, and established principal payments of \$5,000/year, plus interest calculated on what the Sewer Enterprise Fund would have earned on the unpaid balance.

In May 2011, the City with the Barre Area Development Corporation (BADC) worked on an RFP seeking interest in purchasing and moving the building (former TNT bar) to accommodate the redevelopment of Enterprise Aly. In August 2011, Council accepted the only response to the RFP for purchase and removal of the TNT building, submitted by Metro Development LLC, to purchase the building for \$5,000. Those funds were received in February 2012 and deposited into capital fund under “sale of land”. The property was redeveloped as part of the \$2.2M TIF projects during 2014-2017. (7 parking spaces)

In FY20, the City increased annual principal payments to the sewer enterprise fund to \$15,000. To date the City has made principal payments totaling \$90,846.37 through FY22, leaving a balance due of \$149,153.63.

As part of the FY24 budget development process, staff has identified \$287,654 in savings. This proposal generates \$15,000 in annual savings to the General Fund beginning as early as FY23 by eliminating the remaining balance pay due.

This action fits the general criteria that is recommended for use of fund balance because (1) one-time, non-recurring expense and (2) does not create a fiscal cliff in out-years that have to be made up by increased tax rates.

The City’s unassigned fund balance is currently estimated at \$867,064. This fund balance is due to careful management by the Finance Department, long-term vacancies, and accumulated savings from the COVID-related shutdown. These fund balance levels are unprecedented, and as a result, we must be very judicious in how they are used because the City cannot count on long-term resources of this magnitude.

Under §601(b) of the City Charter, up to 5% of the City budget may be retained as undesignated fund balance if approved by vote of the City Council. Our external auditors have recommended that during the course of the year, it is also appropriate for the Council to approve *designating* portions of Fund Balance to stay below the 5% cap. During the course of the year, the Manager may recommend that the Council designate use of Fund Balance if it is deemed that such uses would advance the City’s interests and needs.

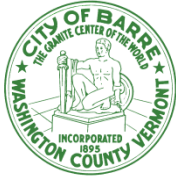
LINK(S): None.

ATTACHMENTS: None.

INTERESTED/AFFECTED PARTIES: Residents of Barre, City staff, and administration

RECOMMENDED ACTION/MOTION:

Move that the Council authorizes the City Manager to use fund balance to pay the \$149,153.63 remaining principal on the purchase of 16 Enterprise Aly, with payment to be made in FY23.



City of Barre, Vermont

“Granite Center of the World”

Nicolas Storellicastro
City Manager

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Barre, VT 05641
Telephone (802) 476-0240
FAX (802) 476-0264
citymanager@barrecity.org

To: Mayor Jake Hemmerick and the Barre City Council

From: Nicolas Storellicastro, City Manager

Re: Department Head Reports

Report Date: October 21 2022

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

1. CLERK/TREASURER'S OFFICE:

Clerk & Treasurer Department Report for the week ending 10/21/22

- Continuing to work with the following assistance programs:
 - VT Homeowners Assistance Program (VHAP), which provides assistance with property taxes, mortgages, utilities, and homeowner association fees.
 - Low Income Household Waste/Water Assistance Program (LIHWAP) being administered through DCF Economic Services. This program is offering funding support for delinquent and current water/sewer bills.
- The Board of Civil Authority is scheduled to meet on October 26th to hear the inspection team report from the property tax assessment appeal hearing held on September 28th.
- The State Auditor's Office has reached out regarding the 2021 TIF audit, to follow up on their recommendations. We have submitted several responses to their queries, and hope to have this finished up in the very near future.
- November 8th General Election ballots have been mailed by the state to all active voters, who can either vote and return them early, or bring them to the polls on Election Day. The office continues to mail out ballots as new people register in Barre City. To date we have issued 4,668 ballots, and have received back 1,028.
- Tabulators will be tested on October 27th at 10AM at alumni hall, in preparation for the November 8th general election.

2. BUILDING AND COMMUNITY SERVICES:

- The Central Vermont Home Health and Hospice hosted a flu shot clinic on Monday in Alumni Hall. A little over 100 showed up for the shots.
- Water Department shut water off at all three cemeteries, City Hall park, and the Rotary Shelter for the season on Monday.
- Participated in a phone meeting on Tuesday with the University of Vermont Extension Service regarding their Youth Environmental Summit scheduled for October 28 in the AUD.
- The DMV conducted CDL testing on Wednesday in the Civic Center parking lot.
- The Vermont Foodbank held their monthly commodities drop on Wednesday morning in the Civic Center parking lot.
- Blue Cross Blue Shield Vermont rented the main room in Alumni Hall on Wednesday for an informational meeting regarding Medicare and additional coverage. Unfortunately, no one attended.
- On Friday, we assisted the City Clerk with recycling old voting materials in City Hall.
- The cemetery crew has finished mowing for the season at all three cemeteries. They also did leaf mulching at City Hall Park. We had one cremation inurnment this week and two grass markers were set.
- The facilities crew serviced and stored the mowers and trimmers for the season. We also continued with flooding the rink and will have the ice painted and lined next week. They also set the AUD up for Saturday's UVM men's' basketball open practice and scrimmage.

2a. RECREATION:

No Dept. Head report submitted

3. DEPARTMENT OF PERMITTING, PLANNING AND ASSESSING:

Planning – Janet:

- Attended parking team meeting Monday;
- Continue training Asst. to the City Manager on postings to the website, she is now doing all with continued training;
- **Permit Administrator work:** See below;
- **Assessor work:** See below;
- Answering questions, phone calls, assisted fellow staff, timesheets, this weekly report write-up, etc.

Permitting – Janet:

- Issued 4 building, 6 electrical and 2 zoning permits;
- Met with Interim Fire Chief to review Building applications for approval;
- Very busy with walk-in traffic this week, people needing permits, information on properties, working with real estate brokers, assessor listings, making map copies, etc.;

- Assisted multiple inquires at the counter, phone and email, etc.;
- Many phone calls, email responses regarding permitting continue, more people are utilizing email correspondence and submittals;
- Copies files and emailed copies to attorneys, researchers, etc.

Assessing Clerk – Kathryn:

- Regular office tasks: permit copies into database, address changes, mapping updates and sending information to our GIS company from maps filed in the clerk’s office; filing, checking Grand List items, Street numbers, corrections, e-mail messages, phone calls, etc.;
- Processed 10 property transfer returns for input into all systems (catching up due to being on vacation);
- Sent out 2 map copies and 10 lister cards for those requesting them;
- Downloaded 11 homestead filings for grand list for tax billing – year to date total is 1,748;
- Sent out 6 corrected tax bills;
- Sent out to all departments the September 2022 property transfers so all databases can be updated;
- Continue working on discrepancies between the in-house assessing software named ProVal and the widely used NEMRC grand list module.

Interim Assessor-Janet:

- Department Director continuously checking assessor email and phone inquiries;
- Department Director also sending out lister cards upon inquiry.

4. DEPARTMENT OF PUBLIC WORKS:

No Dept. Head report submitted

5. FINANCE DIRECTOR:

No Dept. Head report submitted

6. DEPARTMENT OF PUBLIC SAFETY:

6a. FIRE DEPARTMENT:

Following this Document

6b. POLICE

BARRE

Copy of Departmental Activity Report

Current Period: 10/14/22 to 10/20/22, Prior Period: / / to / /
 00:00 to 24:00
 All Stations
 All Shifts
 All Units
 All Activity Types

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Dispatch/Remote Station Incidents*				
EMS Incidents	0	0.00	0	0.00
NFIRS Incidents	0	0.00	0	0.00
	<u>0</u>	<u>0.00</u>	<u>0</u>	<u>0.00</u>
Fire Alarm Situations				
Emergency medical service (EMS) Incident	30	56.39	0	0.00
Public service assistance	2	1.14	0	0.00
Rescue or EMS standby	1	3.33	0	0.00
Rescue, emergency medical call (EMS),	4	3.22	0	0.00
Steam, Other gas mistaken for smoke	1	2.00	0	0.00
Structure Fire	3	71.69	0	0.00
Unauthorized burning	1	0.25	0	0.00
Unintentional system/detector operation	4	3.45	0	0.00
Water problem	1	0.66	0	0.00
Wrong location, no emergency found	1	0.37	0	0.00
	<u>48</u>	<u>142.50</u>	<u>0</u>	<u>0.00</u>
Hydrant Activities				
Flow Tests	0	0.00	0	0.00
Inspections	0	0.00	0	0.00
	<u>0</u>	<u>0.00</u>	<u>0</u>	<u>0.00</u>
Non-Incident Activities				
ON DUTY	24	576.00	0	0.00
PRE PLAN INSPECTION	3	0.00	0	0.00
SCHOOL	1	10.00	0	0.00
SICK TIME USED	1	24.00	0	0.00
VACATION USED	1	14.00	0	0.00
	<u>30</u>	<u>624.00</u>	<u>0</u>	<u>0.00</u>
Occupancy Inspections/Activities				
ALARM TESTING/MAINTENANCE	3	0.02	0	0.00

* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

BARRE

Copy of Departmental Activity Report

Current Period: 10/14/22 to 10/20/22, Prior Period: / / to / /
 00:00 to 24:00
 All Stations
 All Shifts
 All Units
 All Activity Types

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Occupancy Inspections/Activities				
	3	0.02	0	0.00
Training				
CAPNOMETRY/ CAPNOGRAPHY	4	4.00	0	0.00
DRIVER TRAINING	2	2.00	0	0.00
TRUCK 30 EQUIPMENT/ MECHANICAL REVIEW	5	8.00	0	0.00
TRUCK 30 SET UP AND OPERATIONS	7	10.00	0	0.00
	18	24.00	0	0.00

* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

Inspection Volume

10/20/2022 3:10:05 PM

Filters:

- Inspection Source: **Internal Department Only**
- Start Date: **10/14/2022 12:00:00 AM**
- End Date: **10/20/2022 11:59:59 PM**
- Inspector: **-all-**
- Occupancy Type: **-all-**
- IFC Occupant Class: **-all-**
- Occupancy Number: **-all-**
- Zip Code: **-all-**
- Address: **-all-**
- Street Name: **-all-**
- Inspection Type: **-all Fire Safety types-**
- Census: **-all-**
- District: **-all-**
- Section: **-all-**
- Station: **-all-**
- Zone: **-all-**

Volume by Inspector

Inspector	# of Inspections ¹	Violations Cited	Occupant Sq. Ft.
Howarth - Fire Marshal, Robert			
* Apartments Building Existing FS	9		0
Re-inspect FS	21		0
* Apartments Building Existing (3)			
* Business Existing (2)			
* Mercantile Existing (2)			
** Complaint - Building / Apartment			
Issues (2)			
** Complaint - Trash / Ordinance			
Issue (7)			
** Electrical - Energizing (1)			
** Complaint - Bed Bug / Flea /			
Animal Issue (3)			
***Contact Log - Meeting or Phone			
(1)			
Total 21³			
Total	30	21	0

Inspector	# of Inspections ¹	Violations Cited	Occupant Sq. Ft.
Strachan - Building & Electrical Inspector, Robbie			
* Mercantile Existing FS	1		0
** Electrical - Energizing FS	1		0
** Electrical - Final FS	6		0
** Building Construction Inspection FS	1		0
Re-inspect FS	69		0
* Apartments Building Existing (45)			
* Mercantile Existing (2)			
** Complaint - Building / Apartment			
Issues (6)			
** Complaint - Trash / Ordinance			
Issue (10)			
***Contact Log - Meeting or Phone			
(1)			
Time of Sale (5)			
Total 69³			
Total	78	2	0

Totals

Inspector	# of Inspections ¹	Violations Cited	Violations Cleared ²	Violations Remaining	Occupant Sq. Ft.
* Apartments Building Existing FS	9				0
* Mercantile Existing FS	1				0
** Electrical - Energizing FS	1				0
** Electrical - Final FS	6				0
** Building Construction Inspection FS	1				0
Re-inspect FS	90				0

Total⁵

108

23

0

23

0

¹This is actually a count for the inspection type. A single inspection with two types will total as two not one.

²Cleared violations from re-inspections outside the date range ARE included if initial inspection falls within date range.

³One re-inspection can encompass multiple inspection types - this is why the re-inspection type-specific total is frequently greater than the # of inspections.

^{FS}Fire Safety Inspection.

⁵Filtering out portal inspections can cause violations cited to be less than violations cleared (violation cited count comes from both department and portal inspections, while violations cleared only come from department inspections).