

REGULAR COUNCIL MEETING

Tuesday, February 6, 2024 6:00pm

<https://us06web.zoom.us/j/88982525535?pwd=VzlXOU5taldoYkgvSUdTelldqSUVGQT09>

Meeting ID: 889 8252 5535 Passcode: 675736

One tap mobile 929-205-6099

1. Call to Order – 6:00 p.m.
2. Adjustments to the Agenda
3. Visitors and Communications
4. Consent Agenda
 - A. Approval of Minutes
 - i. Special City Council Meeting of Tuesday, January 23, 2024
 - ii. Regular City Council Meeting of Tuesday, January 23, 2024
 - B. City Warrants:
 - i. Ratification of City Warrants from Week of January 31, 2024
 - ii. Approval of City Warrants from Week of February 7, 2024
 - C. Clerk’s Office Licenses and Permits
 - D. Authorize the Manager to execute a lease with Nelson’s Ace Hardware
 - E. Approve resolution #2024-03A: Headworks loan RFA-356-1.0
 - F. Approve resolution #2024-03B: Headworks loan RFA-357-1.0
5. City Clerk & Treasurer Report
6. Liquor/Cannabis Control Boards
7. City Manager’s Report
8. New Business
 - A. Volunteer Coordinator report (Jacobs)
 - B. Approve mediation/facilitation contract (Stockwell)
 - C. Certify 2023 TIF annual report (Clerk)
 - D. Approve changes to the Grants Management Policy (Manager)
 - E. Discuss changes to ordinance from FOP contract negotiations (Manager)
9. Upcoming Business
10. Round Table
11. Executive Session – Personnel
12. Adjourn

The next meeting of the City Council is scheduled for Tuesday, February 27, 2024.

The portion of this meeting starting at 6:00pm will be taped for re-broadcast on Channel 194 CVTV and will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon CVTV Link for meetings online – cvtv723.org/

Other Meetings & Events

Wednesday, February 7

Board of Abatement 6:00PM Council Chambers

Homelessness Task Force 7:00PM Zoom Only

Thursday, February 8

Planning Commission 5:30PM Council Chambers

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

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



City of Barre, Vermont

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

MEMO

TO: City Council
FR: The Manager
DATE: 2/2/2024
SUBJECT: Packet Memo re: 2/6/24 Council Meeting Agenda Items

Councilors:

The following notes apply to packet support materials for the Subject Council Meeting Agenda. As a reminder, the next regular Council after Tuesday will be Tuesday, February 27, 2024 at 6:00PM.

Adjustment to the Agenda:

While not an adjustment to the agenda per se, Emily Gould will join remotely for agenda item 8-B concerning mediation. Ms. Gould is traveling for work and is accommodating her schedule to join the Council meeting. Due to her travel commitments, she has requested that this item be taken up at 7:00PM. Accordingly, at the Mayor's discretion, agenda items may be adjusted to facilitate this scheduling request.

4-D Authorize the Manager to execute a lease with Nelson's Ace Hardware

The packet includes a draft agreement and exhibits proposed by Nelson's Ace Hardware for a lease of a 4' x 9.5' area of Merchants Row abutting 188 N. Main Street. The Nelsons intend to use this space to erect a wood pellet silo. This agreement would provide for an annual rent of \$10, with opportunity for renewals every March 1. Nelson's Ace Hardware was significantly damaged by the July 2023 flood, and was subsequently jeopardized by the minor flooding that reoccurred on December 18, 2023. Installation of this silo is intended to make the property and business more flood resilient, and prevent similar damage in the future.

8-A Volunteer Coordinator report (Adam Jacobs)

I have invited Adam Jacobs, who served part-time as the City's Volunteer Coordinator following the July 2023 flood, to present on his significant achievements and efforts in that role. Mr. Jacobs has been instructed to present for no more than 10 minutes and to leave time for questions and discussion.

8-B Approve mediation/facilitation contract (Councilor Stockwell)

This is a follow-up item to last week's discussion about Councilor Stockwell's proposal to undergo professional mediation/facilitation. The packet includes a draft contract with Emily Gould. Ms. Gould will be present via Zoom at 7:00PM to introduce herself to the Council and answer questions about the process.

8-D Approve changes to the Grants Management Policy (Manager)

As we proceed with recovery from the July 2023 flood, the City will continue to receive FEMA Public Assistance reimbursements that come to us in the form of grants. Technically, these awards have to follow the [Grants Management Policy](#), even though these are not traditional awards, and are simply reimbursements we are due from FEMA. As a result, we are requesting that the Council consider making a change to exempt FEMA-like reimbursement grants from this policy, and other changes that we believe are consistent with the intent of the policy but streamline its implementation.

8-E Discuss changes to ordinance from FOP contract negotiations (Manager)

This item is offered as an initial discussion item based on preliminary negotiations with the Fraternal Order of Police Lodge 004 (FOP) on a new collective bargaining agreement. City ordinance contains several antiquated references to Police Department functions that are best handled through the contract, human resources, or Department policy. As a result, both the union and management have identified streamlining of ordinance as a mutual goal during current negotiations. While this item is not ready for a first hearing, we wanted to offer this opportunity for Councilors to become familiar with the topic and ask any questions before a first hearing is formally warned.

I am also including as an addendum to the packet memo an advocacy update sent by Representatives Peter Anthony and Jonathan Williams.

2/1/2024

Barre City Councilors, Mayor, and Municipal Staff

We are pleased to report on our flood recovery efforts to date. Maggie Lenz of Leonine has served as an effective advocate in our efforts to enact flood recovery and mitigation legislation (e.g., H.723). Further, our efforts to solicit funds for flood recovery in the House Budget Adjustment have been successful. In the House passed version of the Budget Adjustment Act (BAA), \$10m in general fund monies is appropriated for municipal flood recovery in FY2024, plus an additional \$5m in ARPA funds, should those funds not be expended by the State within a predetermined timeframe. ARPA monies can be used for disaster mitigation and repairing economic damages associated with those disasters. The BAA is now with the Senate.

Essential elements of the flood recovery omnibus are replicated in other pieces of legislation currently being developed in Senate Government Operations and House Environment and Energy committees.

We are happy to meet with Barre City staff and councilors as needed for further updates.

Sincerely,

-Rep. Peter Anthony (panthony@leg.state.vt.us)

-Rep. Jonathan Williams (jwilliams@leg.state.vt.us)

To be approved at 02/09/24 Barre City Council Meeting

**Special Meeting of the Barre City Council
Held January 23, 2024**

The Special Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 6:05 PM at Barre City Hall, Barre, Vermont. In attendance were: From Ward I, Councilor Thom Lauzon; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Michael Deering and Samn Stockwell. City staff member present was Clerk/Treasurer Carol Dawes.

Absent: From Ward 1, Councilor Emel Cambel.

Adjustments to the Agenda: NONE

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

Council went into executive session at 6:08 PM to discuss the IAFF union grievance under the provisions of 1 VSA § 313 on motion of Councilor Boutin, seconded by Councilor Waszazak. Clerk/Treasurer Dawes was invited into the executive session. **Motion carried.**

Council came out of executive session at 6:35 PM on motion of Councilor Lauzon, seconded by Councilor Waszazak. **Motion carried.**

New Business –

A) Announce decision on IAFF OT Grievance.

Council voted to deny the IAFF grievance, and will relay the findings and decision in writing by Friday, January 26, 2024, as required by the IAFF collective bargaining agreement, on motion of Councilor Boutin, seconded by Councilor Waszazak. **Motion carried with Mayor Hemmerick voting against.**

The meeting adjourned at 6:36 PM on motion of Councilor Waszazak, seconded by Councilor Boutin. **Motion carried.**

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

**Regular Meeting of the Barre City Council
Held January 23, 2024**

The Regular Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 7:00 PM at City Hall, Barre, Vermont. In attendance were: From Ward I, Councilor Thom Lauzon; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Michael Deering (arrived 7:38 PM) and Samn Stockwell. City staff members present were City Manager Nicolas Storellicastro, Planning Director Janet Shatney, Fire Chief Keith Cushman, Deputy Fire Chief Joe Aldsworth, and Clerk/Treasurer Carol Dawes.

Absent: From Ward 1, Councilor Emel Cambel

Adjustments to the Agenda: The volunteer activities report under new business is deferred to the February 6th meeting.

Visitors and Communications: Lawton Rutter, VT EMS District 6 chair, and Jen Miner from the Cabot Ambulance Department, presented the 2023 Virginia Caffin Award for EMS Service to Deputy Fire Chief Joe Aldsworth. Those in attendance gave Deputy Chief Aldsworth a well-deserved standing ovation.

To be approved at 02/09/24 Barre City Council Meeting

Approval of Consent Agenda:

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

- A. Approval of Minutes:
 - i. Regular meeting of January 16, 2024.
- B. City Warrants as presented:
 - 1. Approval of Week 2024-04, dated January 24, 2024:
 - i. Accounts Payable: \$59,612.99
 - ii. Payroll (gross): \$148,981.18
- C. 2024 Clerk's Office Licenses & Permits:
 - i. Entertainment licenses:
 - i. Gusto's, 28 Prospect Street, annual license
 - ii. Vending licenses:
 - i. Morse Block Deli, 260 N. Main Street
 - ii. Cornerstone, 47 N. Main Street
 - iii. Vehicle for Hire Service/Vehicle licenses:
 - i. Payless Taxi, 2 vehicles
 - iv. Vehicle for Hire Driver licenses:
 - i. Dale Kew, Payless Taxi
 - v. Waste Disposal Collector licenses:
 - i. Myers Container Corp., 19 pick-up vehicles
- D. Accept Edward Byrne Memorial JAG Grant award
- E. Approve resolution #2024-2 concerning VMERS D for eligibility
- F. Authorize the Manger to execute contract(s):
 - i. Peak Mechanical – Public Safety Building HVAC

City Clerk & Treasurer Report –

City Clerk/Treasurer Dawes reported on the following:

- Accepting absentee ballot requests for all 2024 elections. Information on requesting ballots, running for elected office, and registering to vote is on the City's website.
- Second quarter property taxes are due by February 15th.
- The 2023 TIF annual report was submitted to VEPC earlier this month. It has been accepted by them, and will come to Council for certification at next week's meeting.

Liquor Control Board/Cannabis Control Board –

Liquor Control: Emslie the Florist owner Chesnee Barney introduced herself to the Council, and said they are looking to include specialty wine and beer with floral bouquets and gift baskets. Council approved a new 2nd class liquor license for Wild Childs Flower Co. LLC dba Emslie the Florist at 260 N. Main Street on motion of Councilor Lauzon, seconded by Councilor Stockwell. **Motion carried with Councilor Boutin abstaining.**

Cannabis Control: Council approve the following cannabis license renewals on motion of Councilor Waszazak, seconded by Councilor Stockwell. **Motion carried with Councilor Boutin abstaining.**

Cultivator license	Forbins Finest LLC
Manufacturer license	Green Mountain Hash dba Low-Key Alchemy
Retail license	Forbins Reserve Inc.

City Manager's Report –

Manager Storrellicastro reported on the following:

- The first North End Public Engagement meeting was held last week at the Labor Hall. There are upcoming meetings in each of the three wards over the next week.
- Advocacy continues at the statehouse, with flood relief funding currently identified in the budget adjustment bill. There are also bills addressing abatement of education taxes for flood-damaged properties, and changes to tax sales statutes.

To be approved at 02/09/24 Barre City Council Meeting

- The DRB hearing scheduled for February 2nd has been canceled.
- Hosting a meeting next Tuesday at 5PM for those who received substantial damage letters in December, to advise through the process.
- Engaging with 48-52 W. Patterson Street on the USDA Emergency Watershed Protection Program (EWP) to make repairs and improvements to the riverbank behind the apartment building.
- Beginning negotiations with the Fraternal Order of Police.
- Last week was the first monthly full-page informational notice in the Times Argus. They will run the third Friday of every month. Looking for feedback and ideas for future content.
- Public works mechanic Norwood Southworth retired recently after nearly 10 years with the City. The new mechanic is James Hood.

Nick Roos asked for clarification on next week's meeting on substantial damage. Manager Storellicastro said it's not limited to those who received the letters that were mailed out in December. Anyone can attend.

There was discussion on the Pike Street geotechnical engineering report. The Manager said the company recently asked for additional information, which has delayed release of the report.

The deadline for submissions in response to the Seminary Street parking lot development RFP is February 16th, and there have been several inquiries to date.

Planning Director Janet Shatney is drafting a response in regards to the Orchard Street concerns that have been shared with Council over the last few months. The response will be submitted for a legal opinion before presentation to Council.

New Business –

A) Consideration of placing Good Beginnings funding request on annual meeting ballot.

Good Beginnings executive director Nicole DiDomenico said she joined the organization last fall, and missed the emails and deadline to submit the application and support materials for their traditional \$1,000 funding request placement on the town meeting ballot. Ms. DiDomenico asked Council to place the request on the ballot without requiring the application or petition, as was done last year for Washington County Mental Health and People's Health and Wellness Clinic. Councilor Lauzon made the motion to place the funding request on the ballot, seconded by Councilor Waszazak.

There was discussion on the policy and timelines, and changes associated with the new annual meeting date of May 14th. It was noted the dates in the policy are based on the date of the annual meeting, and therefore, the deadline for submitting the application and support materials is later due to the later annual meeting date. The motion was withdrawn, and Clerk Dawes send the application and new deadline to Ms. DiDomenico tomorrow.

B) Presentation by Vermont Emergency Management.

State Hazard Mitigation Officer Stephanie Smith said there are funding programs available to reduce further flooding risk including the Hazard Mitigation Program, which provides over \$75M for projects related to the July flooding. Letters of intent from the City are due by June for projects to be completed through the end of the year. Projects can include property buyouts, infrastructure, design work, and flood resilience.

Another program is the FEMA Swift Current program, which is for reducing risk to the national flood insurance pool. Vermont is eligible for up to \$40M for buyouts, elevations, and relocations. The deadline is May 15th.

Vermont Emergency Management can help prioritize, and provide for scoping assessments, including creating an elevation list for the Swift Current program. VEM can serve as the sub-applicant for the HMP buyouts, which would allow them to manage the program and funding.

To be approved at 02/09/24 Barre City Council Meeting

Nick Roos said he submitted an application for a buyout, and asked if the surrounding properties must also be on the buyout list. Ms. Smith said individual properties can apply and be approved. She said groups of contiguous properties that apply might qualify for a flood plain mitigation project.

Sam Hiscock asked if those seeking buyouts should get broker appraisals. Ms. Smith said appraisals are based on current market value as of the day before the flood, and property owners will have an opportunity to appeal the assessment if they think it's too low.

Andrea Young said her home at 106 Currier Street isn't habitable due to landslide activity behind the house. Ms. Young asked the City to establish a proactive communication plan to let people know what's happening. Manager Storrellicastro said there's not a lot of information to share to date, but a communications plan will be developed.

There was continuing discussion on buyouts and the timeline, when and how the City will make determinations as to which properties will be offered a buyout, using buyouts as an opportunity for flood plain restoration, reviewing homes that can and can't be elevated, possible stabilization of landslide properties, and sources of funding for properties that don't get offered a buyout.

Linda Macris said she applied early for a buyout and needs communication from the Manager.

Pam Wilson said Barre Up is available to serve as a communications connector for residents, and they have a weekly newsletter.

Jerry Hatch said the City has been uncommunicative and unresponsive, and is not serving the community. Mr. Hatch said the City should seek to improve, and there should be a centralized source for communications.

There was discussion on distributing the list of properties that have signed up for a buyout, sharing the Barre Up newsletter, being strategic on how the City spends communications resources, and reflecting City priorities in the budget including economic development and housing.

C) Volunteer activities report.

This item is deferred to February 6th.

D) Discuss mediation proposal.

Councilor Stockwell said she is proposing Council participate in a three-part mediation program offered by the Justice, Equity, Diversity, Inclusion & Belonging Committee (JEDIB). She said the proposed mediation would discuss housing and working well together.

There was discussion on whether there is a need for mediation, who selects the mediator, and what the expected outcome is.

JEDIB committee chair Joelen Mulvaney said disrespectful behavior is no way to process disagreements, and mediation would help Councilors work together.

Andrea Young said the need may be more for a facilitator than a mediator.

There was discussion on recent Council agreement on housing initiatives, embracing differences, creating a more productive Council, finding new tactics to get to middle ground faster, and better ways to disagree.

Councilor Stockwell made the motion to approve engaging in mediation. The motion died for lack of a second.

Councilors asked for additional supporting information, and to meet with the potential mediator. This item will be placed on the February 6th agenda for additional discussion.

Upcoming Business –

There is no meeting next week. The February 6th meeting will feature the deferred volunteer activities report, and presentation of the 2023 TIF annual report for Council certification.

Round Table –

Due to zoom bombing, video streaming and recording of the meeting were terminated during round table. Councilor Deering, who was participating remotely, rejoined the meeting via speakerphone.

Councilor Boutin said last night's holiday party, deferred from mid-December, was wonderful. He recommended all Councilors do a ride-along with the Police Department.

Councilor Waszazak said he is frustrated with this meeting, and that so many government systems are not designed to help people.

Councilor Stockwell said she has been talking with Ward 3 people who are stuck following the flooding, and we need buckets of money.

Councilor Deering said there is work to do, and the community is relying on the Council.

Executive Session – Councilor Boutin made the motion to find that premature general public knowledge of real estate issues to be discussed would clearly place the City of Barre at a substantial disadvantage should the discussions be public. The motion was seconded by Councilor Deering. **Motion carried with Mayor Hemmerick voting against.**

Council went into executive session at 9:20 PM to discuss real estate under the provisions of 1 VSA § 313 on motion of Councilor Boutin, seconded by Councilor Waszazak. Manager Storrellicastro was invited into the executive session. **Motion carried.**

Council came out of executive session at 9:45 PM on motion of Councilor Boutin, seconded by Councilor Deering. **Motion carried.**

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

The open portions of the meeting were recorded on the video platform until the recording was stopped during round table due to zoom bombing.

Respectfully submitted,

Carolyn S. Dawes, City Clerk

By check number for check acct 01(GENERAL FUND) and check dates 01/31/24 thru 01/31/24

Vendor

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

01088	AFSCME COUNCIL 93						
	FR01312024	Pr w/e 01/26/24	001-2000-240.0007	UNION DUES PAYABLE	0.00	254.88	E423
01060	AMAZON CAPITAL SERVICES						
	13GNXPWC9XRT	toner cartridge/finance	001-5010-350.1053	OFFICE SUPPLIES	0.00	64.99	151831
	19VVRFPDLHY9	beveled frameless mirrors	001-7020-320.0729	ANNEX MAINT	0.00	119.18	151831
	1G3FCK7VW36Y	ink catridges (2)	001-6045-350.1055	METER SUPPLIES	0.00	41.91	151831
	1M7NFT3TLJFW	fax toner cartridge	001-6055-350.1053	OFFICES SUPPLIES/EQUIPMEN	0.00	46.70	151831
	1YV6XCMXH7QK	keyboard/toner cartridge	001-5010-350.1053	OFFICE SUPPLIES	0.00	33.04	151831
	1YV6XCMXH7QK	keyboard/toner cartridge	001-5040-110.0154	IT EXPENSES	0.00	67.10	151831
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					0.00	372.92	
01049	AMERICAN TOWER CORP						
	4442767	Williamstown tower lease	001-6055-320.0725	TOWER RENTAL FEE	0.00	173.89	151832
01057	AT&T MOBILITY						
	01242024	monthly services	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	49.09	151833
	01242024	monthly services	003-8330-200.0214	TELEPHONE	0.00	41.23	151833
	01242024	monthly services	002-8220-200.0214	TELEPHONE	0.00	44.30	151833
	01242024	monthly services	003-8330-200.0214	TELEPHONE	0.00	41.23	151833
	01242024	monthly services	002-8220-200.0214	TELEPHONE	0.00	44.30	151833
	01242024	monthly services	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	44.05	151833
	01242024	monthly services	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	61.44	151833
	01242024A	Fire monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	296.47	151833
	X01192024	PD/FD monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	98.18	151833
	X01192024	PD/FD monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	46.33	151833
	X01192024	PD/FD monthly service	003-8330-200.0214	TELEPHONE	0.00	0.39	151833
	X01192024	PD/FD monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	49.09	151833
	X01192024	PD/FD monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	139.41	151833
	X01192024	PD/FD monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	44.05	151833
	X01192024	PD/FD monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	91.58	151833
	X01192024	PD/FD monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	626.64	151833
	X01192024A	monthly service	003-8300-200.0214	TELEPHONE	0.00	44.05	151833
	X01192024A	monthly service	002-8220-200.0214	TELEPHONE	0.00	49.09	151833
	X01192024A	monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	36.62	151833
	X01192024A	monthly service	003-8330-200.0214	TELEPHONE	0.00	18.31	151833
	X01192024A	monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	49.09	151833
	X01192024A	monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	187.40	151833
	X01192024A	monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	44.05	151833
	X01192024A	monthly service	002-8200-200.0214	TELEPHONE	0.00	93.14	151833
	X01192024A	monthly service	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	93.10	151833
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					0.00	2,332.63	
23018	AUBUCHON HARDWARE						
	493344A	switch sensors/plates	002-8220-320.0727	BLDG & GROUNDS MAINT	0.00	133.12	151836
	493442A	Air vent valve	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	22.49	151836
					-----	-----	
					0.00	155.61	
02085	BARRE AREA DEVELOPMENT INC						
	01202024	Q2 Allocation	001-8035-120.0175	BARRE AREA DEV CORP	0.00	20,333.75	E424

By check number for check acct 01(GENERAL FUND) and check dates 01/31/24 thru 01/31/24

Vendor

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

02047	BARRE ELECTRIC & LIGHTING SUPPLY I						
	359694	auto switches/ 3way switch	002-8220-320.0727	BLDG & GROUNDS MAINT	0.00	120.40	151837
02461	BARRE PHARMACY LLC OR CITY OF BARR						
	01092024	current water/20 S. Main	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	25.58	151838
	01102024	Current taxes	001-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	484.77	151839
					-----	510.35	
02193	BEN'S UNIFORMS						
	114098	clothes/logo/name/Brault	001-6040-340.0940	CLOTHING	0.00	437.00	151840
	114227	(3) pants -Copping	001-6040-340.0940	CLOTHING	0.00	198.00	151840
	114228	pant/Blackshaw	001-6040-340.0940	CLOTHING	0.00	68.00	151840
	114229	(3) pants/ Cetin	001-6040-340.0940	CLOTHING	0.00	297.00	151840
	114230	pant / Tillinghast	001-6040-340.0940	CLOTHING	0.00	101.00	151840
	114231	(3) pants/ Farnham	001-6040-340.0940	CLOTHING	0.00	297.00	151840
	114232	(3) pants/ Strassberger	001-6040-340.0940	CLOTHING	0.00	297.00	151840
	114233	(2) pants/ Brown	001-6040-340.0940	CLOTHING	0.00	133.00	151840
	114234	(3) pants/ Cruger	001-6040-340.0940	CLOTHING	0.00	231.00	151840
	114235	(3) pants/ Poirier	001-6040-340.0940	CLOTHING	0.00	264.00	151840
	114236	(3) pants/ Bennington	001-6040-340.0940	CLOTHING	0.00	264.00	151840
	114237	(3)pants/ Benson	001-6040-340.0940	CLOTHING	0.00	231.00	151840
	114247	(2) pants/ Charbonneau	001-6040-340.0940	CLOTHING	0.00	133.00	151840
	114252	shirt/name/logo-Farnham	001-6040-340.0940	CLOTHING	0.00	104.00	151840
	114253	shirt/name/logo-Charbonne	001-6040-340.0940	CLOTHING	0.00	104.00	151840
	114259	(3) pants -Lt Cruger	001-6040-340.0940	CLOTHING	0.00	313.00	151840
					-----	3,472.00	
02204	BENOIT ELECTRIC INC						
	9081	FA system test/WFPlant	002-8220-320.0727	BLDG & GROUNDS MAINT	0.00	595.13	151843
02027	BOUND TREE MEDICAL LLC						
	85190972	Naso airway/nasal tube/ma	001-6040-350.1054	MEDICAL SUPPLIES	0.00	813.14	151844
	85190972	Naso airway/nasal tube/ma	041-6040-370.1162	OPIOID EXPENSES	0.00	28.90	151844
	85190972	Naso airway/nasal tube/ma	041-6040-370.1162	OPIOID EXPENSES	0.00	2.89	151844
	85190972	Naso airway/nasal tube/ma	041-6040-370.1162	OPIOID EXPENSES	0.00	8.67	151844
	85190972	Naso airway/nasal tube/ma	041-6040-370.1162	OPIOID EXPENSES	0.00	232.09	151844
	85190972	Naso airway/nasal tube/ma	041-6040-370.1162	OPIOID EXPENSES	0.00	1,359.00	151844
					-----	2,444.69	
22240	BRANDON J VEST						
	01152024	Public Works/City Hall	050-5830-340.1160	2020 \$1.7M BOND EXP CH	0.00	69,115.00	151845
02133	BYLOW BRENT OR CITY OF BARRE						
	01172024	reconnect fee	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	25.00	151846
03217	C V LANDFILL INC						
	693617	solid waste charge	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	40.50	151847

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03172	CARGILL INC						
	2909017942	Deicer Salt Ice cntrl blk	001-8050-360.1184	SALT - SNO	0.00	14,415.78	151848
03124	CENTRAL VERMONT MEDICAL CENTER						
	13274	BCFD annual exams	001-6040-230.0511	PHYSICALS	0.00	1,006.73	151849
03420	CHAMPLAIN VALLEY PLUMBING AND HEAT						
	515749	WWTP tank #2	003-8330-330.0825	FUEL OIL	0.00	1,538.59	151850
	517098	DPW garage/tank #11	001-8050-330.0829	FUEL OIL - GARAGE	0.00	1,161.84	151850
					-----	-----	
					0.00	2,700.43	
03446	CINTAS CORPORATION NO. 2						
	80276912	uniforms	001-7020-340.0940	CLOTHING	0.00	8.51	151851
	80276912	uniforms	001-6043-340.0940	CLOTHING	0.00	11.43	151851
	80276912	uniforms	001-7030-340.0940	CLOTHING	0.00	22.12	151851
	80276912	uniforms	001-7035-340.0940	CLOTHING	0.00	22.12	151851
	80846462	uniforms	002-8200-340.0940	CLOTHING	0.00	34.41	151851
	80846462	uniforms	003-8300-340.0940	CLOTHING	0.00	37.71	151851
	80846462	uniforms	001-8050-340.0940	CLOTHING	0.00	150.12	151851
	809990240	uniforms	001-7020-340.0940	CLOTHING	0.00	8.51	151851
	809990240	uniforms	001-6043-340.0940	CLOTHING	0.00	11.43	151851
	809990240	uniforms	001-7035-340.0940	CLOTHING	0.00	22.12	151851
	809990240	uniforms	001-7030-340.0940	CLOTHING	0.00	22.12	151851
					-----	-----	
					0.00	350.60	
01136	CORPORATE BILLING LLC						
	X12202630502	wheel disc	001-8050-320.0743	TRUCK MAINT - STS	0.00	549.82	151852
	X12202668801	hood/strut/element/tank	001-8050-320.0743	TRUCK MAINT - STS	0.00	549.56	151852
	X12202673901	transmitter speed sensor	001-8050-320.0743	TRUCK MAINT - STS	0.00	115.94	151852
	X12202675701	thermostat assembly	001-8050-320.0743	TRUCK MAINT - STS	0.00	123.56	151852
	X12202679601	harness eng boost control	001-8050-320.0743	TRUCK MAINT - STS	0.00	38.91	151852
	X40103111301	spring/hood/strut	001-8050-320.0743	TRUCK MAINT - STS	0.00	119.18	151852
					-----	-----	
					0.00	1,496.97	
04029	DEXTER DONNEL						
	4075747	Safety Boots	001-8050-340.0941	EQUIPMENT - SAFETY	0.00	155.00	151853
04036	DION EQUIPMENT SALES INC						
	2493	14' sno pusher w/rubber	001-8050-230.0530	SNOW DAMAGE-VEHICLES	0.00	5,280.00	151854
04030	DMS MACHINING & FABRICATION						
	47278	bore & bush cover/hub	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	468.53	151855
	47401	gear catches	001-8050-320.0742	SNOW EQUIP MAINT	0.00	506.25	151855
					-----	-----	
					0.00	974.78	
05069	EDWARD JONES						
	PR01312024	PR w/e 01/26/24	001-2000-240.0006	ANNUITY PAYABLE	0.00	100.00	151856

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05059 ENDYNE INC							
	472010	weekly	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	265.00	151857
	472313	weekly	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	265.00	151857
	472420	wsid 5254 tc	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	112.50	151857
	472447	ecoli	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	25.00	151857
	476067	WSID 5254 DBP 2	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	1,080.00	151857
	476223	WSID 5254 TC	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	112.50	151857
	476229	Weekly testing	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	265.00	151857
	476344	Ecoli	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	25.00	151857

					0.00	2,150.00	
06087 FASTENAL CO							
	VTBAR136838	1/4"10-50-lb wrench	002-8220-350.1060	SMALL TOOLS	0.00	71.99	151859
07016 GALLS LLC							
	026688055	rotating scabbard	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	60.55	151860
	026723409	rotating scabbard	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	60.55	151860

					0.00	121.10	
07131 GILLIES DARIN OR CITY OF BARRE							
	01042024A	current taxes	001-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	170.04	151861
07042 GOODWIN BRUCE & JOAN FOX OR CITY O							
	01032024	delinq w/s #01305	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	289.89	151862
07206 GREAT-WEST TRUST COMPANY, LLC							
	PR01312024	PR w/e 01/26/24	001-2000-240.0006	ANNUITY PAYABLE	0.00	417.15	151863
07006 GREEN MT POWER CORP							
	01052024A	S Main/Parkside Terr traf	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	75.82	151864
	01092024	Route 302 PRV	002-8200-200.0212	ELECTRICITY - RT 302 POLE	0.00	28.95	151864
	01092024A	E Coblble Hill/Water PS/F	002-8200-200.0205	ELECTRICITY-FIRE DISTRICT	0.00	317.57	151864
	01092024B	Hill St/Washington Traffi	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	109.07	151864
	01102024	Nelson St PRV	002-8200-200.0203	ELECTRICITY-NELSON PV	0.00	9.20	151864
	01102024A	Reservoir Rd Water Plant	002-8220-200.0210	ELECTRICITY	0.00	6,979.88	151864
	01112024	Currier Park panel	001-8040-200.0210	ELECTRICITY CURRIER/DENTE	0.00	24.37	151864
	01152024	Merchants Row EV chargers	001-6045-200.0210	EVCS ELECTRICITY-MERCH RO	0.00	295.94	151864
	01152024A	Enterprise Alley SVE bldg	048-8315-200.0210	ENT ALY O&M	0.00	28.10	151864
	01152024B	Enterprise Alley lighting	001-6060-200.0210	ELECTRICITY	0.00	155.65	151864
	01152024C	DPW Water Dept/yard lght	002-8200-200.0207	ELECTRICIEY BURNHAM YD LI	0.00	35.42	151864
	01152024D	Keith/Pearl Ped Way	001-6060-200.0212	PEDWAY/KEITH AVE LOT LIGH	0.00	129.51	151864
	01152024E	Public Works garage	001-8050-200.0210	ELECTRICITY	0.00	1,042.00	151864
	01152024F	Prospect St Brdg Heat tra	002-8200-200.0204	ELECTRICITY-PROSPECT BDGE	0.00	531.39	151864
	01152024G	DPW Sewer Dept bldg	003-8300-200.0210	ELECTRICITY	0.00	143.96	151864

					0.00	9,906.83	
07074 GW LOCKSMITH LLP							
	11556	adj panic bar & strike pl	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	80.00	151867

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08106	HUTCH CRANE AND PUMP RENTAL CORP						
	15744	hoist & reset motor/WWTP	003-8330-320.0738	PLANT MAINT	0.00	900.00	151868
20097	IAFF LOCAL #881						
	PR01312024	PR w/e 01/26/24	001-2000-240.0007	UNION DUES PAYABLE	0.00	320.00	E425
09021	IRVING ENERGY						
	276459	PS Bldg / 15 Fourth St	001-7035-330.0836	PROPANE	0.00	771.52	151869
	84406	Water Filtration Plant	002-8220-330.0836	PROPANE	0.00	1,578.60	151869
					-----	-----	
					0.00	2,350.12	
13128	MAGEE OFFICE PRODUCTS						
	01242024	office furniture	001-9332-360.1329	JULY 23 FLOOD EXPENSES	0.00	5,411.56	151870
13898	MCGEE FORD OF MONTPELIER						
	12312023	remote/ window shade	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	140.14	151871
13088	MCMASTER-CARR						
	20669998	scraping and drying mat	002-8220-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	124.65	151872
13189	MILES SUPPLY INC						
	BB010826-01	(2) cases towel rolls	001-8050-350.1061	SUPPLIES - GARAGE	0.00	122.82	151873
14017	NATIONAL FRATERNAL ORDER OF POLICE						
	PR01032024	PR w/e 12/29/2023	001-2000-240.0007	UNION DUES PAYABLE	0.00	377.60	151874
	PR01102024	PR week ending 01/05/24	001-2000-240.0007	UNION DUES PAYABLE	0.00	377.60	151874
	PR01172024	PR w/e 01/12/2024	001-2000-240.0007	UNION DUES PAYABLE	0.00	377.60	151874
	PR01242024	PR w/e 01/19/2024	001-2000-240.0007	UNION DUES PAYABLE	0.00	377.60	151874
					-----	-----	
					0.00	1,510.40	
14148	NEACP INC						
	5014-24	NEACP Annual dues/Vail	001-6050-360.1161	INVESTIGATIONS MATERIALS	0.00	100.00	151875
14016	NELSON ACE HARDWARE						
	281568	iswitch/infra occ/sensor	002-8220-320.0727	BLDG & GROUNDS MAINT	0.00	102.36	151876
	281593	tower heater/ electric	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	62.99	151876
	281633	LED bulbs	002-8220-320.0727	BLDG & GROUNDS MAINT	0.00	52.15	151876
					-----	-----	
					0.00	217.50	
15020	O'REILLY AUTOMOTIVE INC						
	5666-331779	fuel filter	001-8050-320.0743	TRUCK MAINT - STS	0.00	108.09	151877
	5666-332465	wiper fluid	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	19.74	151877
	5666-332727	tail ptp/fuel filter/pai	001-6040-320.0720	CAR/TRUCK MAINT	0.00	491.55	151877
	5666-332743	return-tail pipe	001-6040-320.0720	CAR/TRUCK MAINT	0.00	-268.35	151877
	5666-333061	wire term/shop kit	001-8050-350.1061	SUPPLIES - GARAGE	0.00	124.98	151877

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	5666-333061	wire term/shop kit	001-8050-320.0742	SNOW EQUIP MAINT	0.00	4.47	151877
					0.00	480.48	
16132 PACKARD FUELS INC							
	4184118	6 Burnham St.	001-8050-330.0835	VEHICLE FUEL	0.00	10,337.08	151878
	4184118-1679	diesel on Rd	001-8050-330.0835	VEHICLE FUEL	0.00	15,980.17	151878
					0.00	26,317.25	
16077 PERSHING LLC							
	PR01312024	PR w/e 01/26/24	001-2000-240.0006	ANNUITY PAYABLE	0.00	105.00	151879
16102 PRUDENTIAL RETIREMENT							
	PR01312024	PR w/e 01/26/2024	001-2000-240.0006	ANNUITY PAYABLE	0.00	782.92	151880
	PR013124	PR w/e 01/26/2024	001-2000-240.0006	ANNUITY PAYABLE	0.00	493.76	151880
					0.00	1,276.68	
16301 PUTNEYS GARAGE							
	103727	tow #24BA000178	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103728	tow #24BA000176	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103729	tow #24BA000175	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103730	#24BA000177	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103731	Tow #24BA000179	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103732	#24BA000238	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103733	Tow #24BA000233	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103734	Tow #24BA000231	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103735	Tow #24BA000239	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103736	Tow #24BA000236	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103737	#24BA000237	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103738	#24BA000421	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103739	#24BA000425	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103740	#24BA000424	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103741	#24BA0000423	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	103742	#24BA000422	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	88Z128	24BA000288	001-6045-220.0410	TOWING FEES	0.00	82.00	151881
	88Z130	#24BA000378	001-6045-220.0410	TOWING FEES	0.00	150.00	151881
					0.00	1,544.00	
18004 REYNOLDS & SON INC							
	3435100	(2) valve flap assembly	002-8200-320.0740	EQUIPMENT MAINT	0.00	148.46	151884
19418 SANEL NAPA - BARRE							
	395242	push starter/brass	001-8050-320.0742	SNOW EQUIP MAINT	0.00	12.29	151885
	395527	(3) spray paint/ yellow	001-8050-320.0742	SNOW EQUIP MAINT	0.00	34.47	151885
	395592	wire connectors (3)	001-8050-320.0743	TRUCK MAINT - STS	0.00	9.87	151885
	395611	internal pipe swivel	001-8050-320.0743	TRUCK MAINT - STS	0.00	5.63	151885

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	395631	exhaust elbow-u bolt	001-6040-320.0720	CAR/TRUCK MAINT	0.00	65.67	151885
	395632	exh pipe connector	001-6040-320.0720	CAR/TRUCK MAINT	0.00	20.99	151885
	395723	blister pk bulb	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	6.65	151885
	395726	cx Bulbs & refund bulbs	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	-6.65	151885
	395726	cx Bulbs & refund bulbs	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	8.76	151885
	395738	quick disconnect coupler	001-8050-320.0742	SNOW EQUIP MAINT	0.00	241.92	151885

					0.00	399.60	
19102	SECURSHRED						
	446351	(5) consoles	001-5040-130.0185	SECURE SHRED	0.00	84.00	151887
19129	SLACK CHEMICAL CO INC						
	465074	PT resin compound	003-8330-360.1141	POLYMER	0.00	5,566.00	151888
19160	SWISH WHITE RIVER						
	W601152	cleaner/mop heads	001-7020-350.1049	CUSTODIAL SUPPLIES	0.00	194.25	151889
20010	TAKE A POWDER INC						
	8963	calibrate/ele mechanisms	001-6045-320.0744	METER MAINT	0.00	194.75	151890
20002	TIMES ARGUS ASSOC INC						
	215049	DRB ad 2/1/24 hearing	001-5010-230.0510	ADVERTISING/PRINTING	0.00	40.04	151891
	215075	Friday Full Page North En	001-5010-230.0510	ADVERTISING/PRINTING	0.00	250.00	151891
	215100	Ad agenda 1/22/24	001-5010-230.0510	ADVERTISING/PRINTING	0.00	236.34	151891

					0.00	526.38	
20005	TOWN OF BARRE						
	009/058-2023	Q3 tax-E Montpelier Rd	001-8500-320.0735	DUFRESNE GROUNDS & BLDGS	0.00	166.34	151892
21010	UNITED STEELWORKERS						
	PR01032024	PR w/e 12/29/2023	001-2000-240.0007	UNION DUES PAYABLE	0.00	192.64	151893
	PR01102024	PR week ending 01/05/24	001-2000-240.0007	UNION DUES PAYABLE	0.00	191.08	151893
	PR01172024	PR w/e 01/12/2024	001-2000-240.0007	UNION DUES PAYABLE	0.00	191.77	151893
	PR01242024	PR w/e 01/19/2024	001-2000-240.0007	UNION DUES PAYABLE	0.00	195.10	151893
	PR01312024	PR w/e 01/26/2024	001-2000-240.0007	UNION DUES PAYABLE	0.00	189.58	151893

					0.00	960.17	
22013	VERMONT DEPT OF HEALTH						
	1298	engraved paper	001-5070-220.0417	RECORDING OF RECORDS	0.00	158.00	151894
22142	VERMONT DOOR COMPANY						
	37084	PS bldg garage door servi	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	665.30	151895
22245	VIGUE KAREN						
	01172024	current w/s refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	97.70	151896
22011	VIKING-CIVES USA						
	4530570	motor front spinner	001-8050-320.0742	SNOW EQUIP MAINT	0.00	246.12	151897

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	4530570	motor front spinner	001-8050-320.0742	SNOW EQUIP MAINT	0.00	246.12	151897
					0.00	492.24	
22095 VMERS DB							
	PR01032024	PR w/e 12/29/2023	001-2000-240.0005	EMPLOYEE PENSION PAYABLE	0.00	12,554.70	151898
	PR01102024	PR week ending 01/05/24	001-2000-240.0005	EMPLOYEE PENSION PAYABLE	0.00	12,507.41	151898
	PR01172024	PR w/e 01/12/2024	001-2000-240.0005	EMPLOYEE PENSION PAYABLE	0.00	11,412.05	151898
	PR01242024	PR w/e 01/19/2024	001-2000-240.0005	EMPLOYEE PENSION PAYABLE	0.00	12,096.75	151898
	PR01312024	PR w/e 01/27/24	001-2000-240.0005	EMPLOYEE PENSION PAYABLE	0.00	12,791.01	151898
					0.00	61,361.92	
22017 VRPA							
	02998	Summerama Webinar	001-7050-130.0180	TRAINING/DEVELOPMENT	0.00	10.00	151899
23041 WORK SAFE							
	33145	signs (2) Dead End	001-8050-360.1189	STREET SIGNS	0.00	124.00	151900
						251,703.75	

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 \$ ***251,703.75

Let this be your order for the payments of these amounts.

Client ID: 22BA
Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:
 1/31/2024

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
1	Abare, Lance R.	1,188.01	76.53	73.22	17.13	26.67	0.00	73.22	17.13
140	Aldrich, Brady A	47.85	0.00	2.97	0.69	0.00	0.00	2.97	0.69
3	Aldsworth, Joseph G.	1,781.20	188.54	97.32	22.76	65.08	0.00	97.32	22.76
5	Avery, Carroll A.	1,160.00	80.91	65.93	15.42	30.86	0.00	65.93	15.42
163	Baker, Brian L	2,016.00	131.49	121.42	28.40	50.84	0.00	121.42	28.40
6	Baril, James A.	2,301.29	281.79	129.43	30.27	86.06	0.00	129.43	30.27
7	Benjamin, Kenneth S.	1,117.20	104.20	67.54	15.80	32.75	0.00	67.54	15.80
8	Bennington, William A.	1,426.06	110.94	85.43	19.98	39.25	0.00	85.43	19.98
9	Benson, Nicholas J.	2,204.16	298.95	133.59	31.24	91.21	0.00	133.59	31.24
10	Bergeron, Jeffrey R.	1,512.40	105.14	89.24	20.87	34.65	0.00	89.24	20.87
11	Blackshaw, Brook W.	2,157.30	251.26	130.08	30.43	81.34	0.00	130.08	30.43
14	Bramman, Kathryn H.	1,173.60	115.55	71.66	16.76	35.17	0.00	71.66	16.76
155	Brault, Marcel T	1,145.56	103.69	71.03	16.61	28.39	0.00	71.03	16.61
17	Brown, Anderson C.	2,734.46	437.47	168.56	39.42	145.59	0.00	168.56	39.42
19	Bullard, Don A.	1,328.40	174.73	82.36	19.27	55.04	0.00	82.36	19.27
21	Carminati Jr., Joel F.	1,054.00	33.46	61.42	14.36	22.84	0.00	61.42	14.36
179	Cassani II, Mario E	936.03	60.40	54.49	12.74	21.85	0.00	54.49	12.74
22	Cetin, Matthew J.	1,874.40	134.01	106.36	24.87	43.23	0.00	106.36	24.87
23	Charbonneau, Michael J.	2,181.12	260.09	122.48	28.65	79.55	0.00	122.48	28.65
24	Chase, Sherry L.	1,050.00	76.75	55.58	13.00	24.15	0.00	55.58	13.00
25	Clark, Kailyn C.	1,097.60	78.74	68.05	15.91	30.25	0.00	68.05	15.91
26	Collins, April M.	880.00	57.94	52.99	12.39	24.44	0.00	52.99	12.39
27	Copping, Nicholas R.	1,895.41	206.06	105.26	24.62	63.34	0.00	105.26	24.62
28	Cruger, Eric J.	2,949.77	438.04	175.46	41.03	132.20	0.00	175.46	41.03
29	Cushman, Brian K.	2,049.60	152.57	117.16	27.40	48.41	0.00	117.16	27.40
31	Dawes, Carolyn S.	1,377.20	127.81	80.34	18.79	38.85	0.00	80.34	18.79
33	Degreenia, Catherine I	1,579.62	195.97	92.06	21.53	59.71	0.00	92.06	21.53
34	Demell, William M.	1,203.20	103.75	67.64	15.82	32.50	0.00	67.64	15.82
173	DeRose, TJ T	1,376.00	166.43	83.27	19.48	58.45	0.00	83.27	19.48
35	Dexter, Donnel A.	1,560.04	192.83	88.31	20.65	59.37	0.00	88.31	20.65
36	Dodge, Shawn M.	2,092.00	153.56	126.70	29.63	59.40	0.00	126.70	29.63
38	Drown, Jacob D.	1,851.70	258.71	113.90	26.64	79.13	0.00	113.90	26.64
39	Durgin, Steven J.	1,886.01	201.48	107.00	25.02	61.97	0.00	107.00	25.02
40	Eastman Jr., Larry E.	1,902.00	213.47	107.39	25.12	65.56	0.00	107.39	25.12
42	Farnham, Brian D.	1,883.20	236.72	113.81	26.61	72.54	0.00	113.81	26.61
43	Fecher, Jesse T.	1,255.10	93.37	76.71	17.94	37.70	0.00	76.71	17.94
44	Fleury, Jason R.	1,526.40	148.56	84.17	19.68	46.09	0.00	84.17	19.68
189	Forsell, Christopher A	1,152.84	46.47	71.48	16.72	27.10	0.00	71.48	16.72
157	French, Richard B	1,149.82	82.99	71.29	16.67	28.98	0.00	71.29	16.67
45	Frey, Jacob D.	1,481.20	103.92	83.74	19.58	30.71	0.00	83.74	19.58

Client ID: 22BA
Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:
 1/31/2024

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
46	Gaylord, Amos R.	2,980.31	473.32	184.78	43.21	143.37	0.00	184.78	43.21
47	Gilbert, David P.	1,134.40	106.80	68.37	15.99	33.56	0.00	68.37	15.99
49	Guyette, Brandon L.	1,527.79	137.35	88.73	20.75	53.64	0.00	88.73	20.75
50	Hastings III, Clark H.	957.88	84.30	56.65	13.25	26.26	0.00	56.65	13.25
156	Hayden, Gregory William	1,376.87	140.85	83.27	19.47	37.30	0.00	83.27	19.47
52	Hedin, Laura T.	1,363.20	122.04	79.83	18.67	37.12	0.00	79.83	18.67
54	Herring, Jamie L.	2,610.00	139.26	160.71	37.59	67.13	0.00	160.71	37.59
55	Hoar, Brian W.	2,019.60	106.19	114.64	26.81	43.77	0.00	114.64	26.81
188	Hood, James R	1,338.80	16.99	83.01	19.41	29.86	0.00	83.01	19.41
56	Houle, Jonathan S.	1,610.80	185.52	98.73	23.09	57.18	0.00	98.73	23.09
58	Hoyt, Everett J.	1,294.81	86.34	73.57	17.21	39.92	0.00	73.57	17.21
59	Kelly Jr, Joseph E.	1,216.80	40.43	64.51	15.09	15.32	0.00	64.51	15.09
184	Kirby, Kristopher J	1,000.00	23.41	53.13	12.43	19.48	0.00	53.13	12.43
61	Kosakowski, Joshua D.	1,927.50	264.46	115.81	27.08	80.86	0.00	115.81	27.08
174	Kuras, Sarah V	1,063.20	92.78	64.81	15.16	28.63	0.00	64.81	15.16
165	LaBarge-Burke, Michelle J	1,139.50	85.07	67.99	15.90	33.14	0.00	67.99	15.90
62	Lane, Zebulyn M.	1,984.80	284.36	121.64	28.44	86.83	0.00	121.64	28.44
172	Larrabee, David M	1,068.00	93.76	61.96	14.49	28.90	0.00	61.96	14.49
63	Lewis, Brittany L.	1,595.97	154.88	95.67	22.38	47.99	0.00	95.67	22.38
64	Lowe, Robert L.	1,721.00	155.99	95.98	22.45	48.20	0.00	95.98	22.45
65	Machia, Delphia L.	1,039.20	90.33	64.00	14.97	27.94	0.00	64.00	14.97
68	Maloney, Jason F.	1,326.80	100.24	75.83	17.73	33.80	0.00	75.83	17.73
70	Martel, Joell J.	1,452.80	153.42	83.34	19.49	47.55	0.00	83.34	19.49
171	Martineau, Brenda J	1,023.20	91.81	60.78	14.21	28.36	0.00	60.78	14.21
71	McGowan, James R.	2,277.44	354.23	136.82	32.00	92.79	0.00	136.82	32.00
73	Metivier, Cheryl A.	1,144.40	101.89	66.45	15.54	31.47	0.00	66.45	15.54
75	Monahan, Dawn M.	2,204.01	181.57	126.23	29.52	61.36	0.00	126.23	29.52
77	Morris, Scott D.	1,212.00	133.38	75.14	17.57	55.46	0.00	75.14	17.57
78	Morrison, Camden A.	1,425.32	141.70	83.84	19.61	44.03	0.00	83.84	19.61
80	Mott, John C.	385.05	27.90	23.87	5.58	10.52	0.00	23.87	5.58
164	Murphy, Michael T	937.60	87.31	58.14	13.60	23.82	0.00	58.14	13.60
82	Noack, Rodney	1,046.00	73.04	61.42	14.36	28.66	0.00	61.42	14.36
141	Packer, Caitlin M	41.01	0.00	2.55	0.60	0.00	0.00	2.55	0.60
85	Parker, Rowdie Y.	1,008.00	102.65	62.50	14.62	31.89	0.00	62.50	14.62
152	Pike, Roxanne L	848.00	55.23	51.47	12.03	23.69	0.00	51.47	12.03
183	Placey-Noyes, Tyler C	960.51	57.57	53.10	12.42	24.34	0.00	53.10	12.42
88	Poirier, Holden R.	1,524.08	166.77	93.11	21.78	51.55	0.00	93.11	21.78
89	Pouliot, Brooke L.	1,157.20	83.82	71.74	16.78	29.22	0.00	71.74	16.78
90	Pretty, Alyssa A.	1,243.58	94.29	77.11	18.04	38.21	0.00	77.11	18.04
91	Protzman, Todd A.	575.00	40.77	35.65	8.34	13.59	0.00	35.65	8.34

Client ID: 22BA
Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:
 1/31/2024

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
93	Pullman, David L.	946.38	76.23	57.57	13.47	23.49	0.00	57.57	13.47
158	Putney, Peyton C	51.26	0.00	3.18	0.74	0.00	0.00	3.18	0.74
94	Quaranta, Stephanie L.	1,534.40	199.98	83.28	19.48	56.02	0.00	83.28	19.48
95	Reale, Michael R.	1,277.20	128.85	79.19	18.52	40.18	0.00	79.19	18.52
97	Rivard, Sylvie R	1,052.01	97.46	63.80	14.92	29.93	0.00	63.80	14.92
99	Rubalcaba, David T.	2,007.04	264.05	122.37	28.62	80.74	0.00	122.37	28.62
100	Russell, Paula L.	1,260.80	44.52	71.21	16.66	26.55	0.00	71.21	16.66
101	Ryan, Patty L.	2,030.72	249.59	125.90	29.45	94.32	0.00	125.90	29.45
103	Seaver, Debbie L.	1,120.00	128.61	57.83	13.52	43.86	0.00	57.83	13.52
104	Shatney, Janet E.	1,606.40	109.73	91.96	21.51	35.93	0.00	91.96	21.51
105	Smith, Clint P.	1,165.60	104.07	68.36	15.98	31.66	0.00	68.36	15.98
151	Smith, Michael P	1,029.20	24.69	58.71	13.73	11.87	0.00	58.71	13.73
106	Southworth, Norwood J.	10,155.86	1,449.35	628.56	147.00	631.01	0.00	628.56	147.00
185	Stanley, Gavin P	1,000.88	74.60	62.05	14.51	29.09	0.00	62.05	14.51
148	Storellicastro, Nicolas R	2,410.68	211.45	149.46	34.95	68.07	0.00	149.46	34.95
110	Strassberger, Kirk E.	1,406.08	86.91	78.75	18.42	30.08	0.00	78.75	18.42
111	Taft, Francis R.	1,600.00	171.52	93.46	21.86	52.98	0.00	93.46	21.86
187	Taylor, Therese M	1,200.00	91.22	71.40	16.69	36.52	0.00	71.40	16.69
112	Tillinghast, Zachary M.	1,852.40	216.89	108.01	25.27	66.59	0.00	108.01	25.27
113	Tucker, Randall L.	1,558.00	129.21	86.38	20.20	39.27	0.00	86.38	20.20
114	Tucker, Russell W.	1,588.01	147.52	90.23	21.10	40.51	0.00	90.23	21.10
115	Vail, Braedon S.	2,143.60	151.11	132.45	30.98	83.97	0.00	132.45	30.98
180	Webster, James P	1,063.20	80.01	59.92	14.02	37.81	0.00	59.92	14.02
186	Young, Arthur D	1,300.00	56.15	73.38	17.16	29.80	0.00	73.38	17.16
REPORT TOTAL		158,659.90	15,511.03	9,391.13	2,196.32	5,328.18	0.00	9,391.13	2,196.32

LEASE AGREEMENT

This lease is made and executed on _____, 2024, by and between the City of Barre, a municipal corporation having its situs in the City of Barre, County of Washington, State of Vermont (hereinafter “Lessor”) and Robert A. Nelson and Linda S. Nelson, a married couple, of Barre Town, in the County of Washington, and State of Vermont (hereinafter collectively “Lessee”). The parties agree as follows:

**SECTION ONE
DEMISE, DESCRIPTION, AND USE OF PREMISES**

A. Lessor leases to Lessee and lessee hires from Lessor, for the purpose of installing a portion of a seven-foot diameter wood pellet silo on nine-foot square concrete pad on such premises and for no other purpose, those certain premises with the appurtenances, situated in the City of Barre, County of Washington, State of Vermont, and more particularly described in the schedule attached to and made a part of this lease agreement as Exhibit A.

B. As used in this lease agreement, the term “premises” refers to the real property described above and to any improvements located on the property from time to time during the term of this lease agreement. The Lessor understands that Lessee intends to use the demised premises for location of a wood pellet silo on a concrete pad, to hold the fuel source for Lessee’s adjoining buildings.

**SECTION TWO
TERM**

A. The initial term of this lease shall be for one (1) year commencing on March 1, 2024, and ending February 28, 2025.

B. As used in this lease agreement, the expression “term of this lease agreement” refers to the initial term and to any renewal of this lease agreement as provided below.

**SECTION THREE
RENT**

A. Subject to adjustment as provided below, the total rent for the initial term shall be Ten Dollars (\$10.00) which Lessee shall pay to Lessor, without deduction or offset, at the place or places as may be designated from time to time by Lessor, in installments as follows: \$10.00 per year.

**SECTION FOUR
WARRANTIES OF TITLE AND QUIET POSSESSION**

Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make and enter into this lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term of this lease agreement.

**SECTION FIVE
DELIVERY OF POSSESSION**

If Lessor, for any reason whatsoever, cannot deliver possession of the demised premises to lessee at the commencement of the lease term, as specified above, this lease agreement shall be void, and Lessor shall not be liable to Lessee for any loss or damage resulting from such non-delivery.

**SECTION SIX
USES PROHIBITED**

A. Lessee shall not use, or permit the demised premises, or any part of the demised premises, to be used for any purpose or purposes other than the purpose or purposes for which the demised premises are leased under this lease agreement.

B. Lessee shall, at their sole cost, comply with all requirements pertaining to the demised premises of any insurance company, or company necessary for the maintenance of insurance, as provided in this lease agreement, covering any improvements and appurtenances at any time located on the demised premises.

**SECTION SEVEN
WASTE AND NUISANCE PROHIBITED**

A. During the term of this lease, Lessee shall comply with all applicable laws affecting the demises premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the demised premises.

B. Lessee shall not commit, or allow to be committed, any waste or nuisance on the demised premises.

**SECTION EIGHT
ABANDONMENT OF PREMISES**

Lessee shall not vacate or abandon the premises at any time during the term of this lease agreement. If Lessee abandons, vacates, or surrenders the demised premises, or is dispossessed by process of law, or otherwise, any personal property or fixtures belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor.

**SECTION NINE
LESSOR'S RIGHT OF ENTRY**

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the premises.

**SECTION TEN
ASSIGNMENT**

A, Lessee shall not assign or transfer this lease agreement, or any interest in this lease agreement, without the prior, express written consent of Lessor, which consent shall not be unreasonably withheld or delayed, and a consent to any assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of Lessor, terminate this lease agreement.

B. Neither this lease agreement nor the leasehold estate of Lessee nor any interest of Lessee under this lease agreement in the demised premises or any buildings or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any many whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect, and shall, at the option of Lessor, terminate this lease agreement.

**SECTION TWELVE
NOTICES**

A. All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

City Manager, City of Barre

6 N Main St Suite 2
Barre, VT 05641

Robert A. Nelson & Linda S. Nelson



B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

**SECTION THIRTEEN
CONSTRUCTION AND REPAIRS OF IMPROVEMENTS**

A. *Maintenance of improvements.* It is understood that Lessee intends to construct a wood pellet Silo on a concrete pad on their property and that a portion of the silo and pad will extend onto the demised premises. Lessee shall, throughout the term of this lease agreement, at their own cost, and without any expense to Lessor, keep and maintain the premises, including all improvements of every kind that may be a part of the premises, and all appurtenances to the premises, in good, sanitary and neat order, condition, and repair.

B. *No obligation by Lessor to make improvements.* Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the demised premises or any buildings or improvements on the demised premises.

C. *Lessee's compliance with laws.* Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the demised premises, the improvements on or any activity or condition on or in the premises.

**SECTION FOURTEEN
LIENS**

A. *Lessee's duty to keep premises free of liens.* Lessee shall keep every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or

could be based, and to indemnify Lessor and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.

SECTION FIFTEEN INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the demised premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify Lessor against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against Lessor for damages to the improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time.

SECTION SIXTEEN ATTORNEY FEES

If any action at law or in equity shall be brought to recover any rent under this lease agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease agreement, or for the recovery of possession of the demised premises, the substantially prevailing party shall be entitled to recover from the other party as part of the substantially prevailing party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made part of any judgment or decree rendered.

SECTION SEVENTEEN OPTION TO RENEW

Lessor grants to Lessee, subject to the conditions set forth below, the right and option to renew this lease agreement for a period of twenty-four (24) consecutive one year terms beginning on March 1 of each year and expiring on the last day of February of the following year at the same rental rates, and otherwise subject to all of the terms and conditions contained in this lease agreement. This lease will automatically renew unless the Lessee gives advance written notice of their intent not to renew to the Lessor at least ninety (90) days prior to the expiration of any of the one year terms. Subject, however, to the fact

that Lessor shall be under no obligation to renew this lease if Lessor requires the subject premises for roadway or sidewalk purposes. In the event Lessor requires the subject premises for roadway or sidewalk purposes then Lessor shall give advance written notice of their intent to terminate the lease at least ninety (90) days prior to the expiration of any one year term of this lease.

SECTION EIGHTEEN REDELIVERY OF PREMISES

A. Lessee shall pay-the rent and all other sums required to be paid by Lessee under this lease agreement in the amounts, at the times, and in the manner provided in this lease agreement, and shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration of earlier termination of this lease agreement, Lessee shall peaceably and quietly quit and surrender to Lessor the premises in good, order and condition subject to the other provisions of this lease agreement.

B. In the event of the non-performance by Lessee of any of the covenants of Lessee undertaken in this lease agreement, this lease agreement may be terminated as provided elsewhere in this instrument.

SECTION NINETEEN REMEDIES CUMULATIVE

All remedies conferred on lessor in this lease agreement shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION TWENTY INSURANCE

A. *Personal injury liability insurance.* Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting on them in the amount of Three Hundred Thousand Dollars (\$300,000.00) for injury to or death of any one person, and Six Hundred Thousand Dollars (\$600,000.00) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Hundred Thousand Dollars (\$100,000.00).

B. *Adjustment of coverage.* In the event that either party shall at any time deem the limits of the personal injury or public liability insurance then carried to be either excessive or insufficient, the parties shall endeavor to agree on the proper and reasonable limits for insurance then to be carried. Insurance

shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this section.

**SECTION TWENTY-ONE
NOTICE OF DEFAULT**

Lessee shall not be deemed to be in default under this lease agreement in the payment of rent or the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this lease agreement unless Lessor shall first give to Lessee fifteen (15) days written notice of the default and Lessee fails to cure the default within fifteen (15) days.

**SECTION TWENTY-TWO
DEFAULT**

In the event of any breach of this lease agreement by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises.

**SECTION TWENTY-THREE
EFFECT OF EMINENT DOMAIN**

A. *Effect of total condemnation.* In the event the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease agreement shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this lease agreement.

B. *Effect of partial condemnation.* In the event a portion of the demised premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this lease agreement as of the date of the taking on giving to Lessor written notice of termination within ninety (90) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

**SECTION TWENTY-FOUR
DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE**

On termination of this lease agreement for any cause, Lessee shall remove any improvements and restore the premises to its original condition or to a condition comparable to the surrounding ground at the time of restoration, whichever is applicable.

**SECTION TWENTY-FIVE
WAIVER**

A. The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition contained in this lease agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this lease agreement.

B. The subsequent acceptance of rent under this lease agreement by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease agreement, other than the failure of Lessee to pay the particular preceding rental so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of rent.

**SECTION TWENTY-SIX
EFFECT OF LESSEE'S HOLDING OVER**

Any holding over after the expiration of the term of this lease agreement, with consent of the Lessor, shall be construed to be a tenancy from year-to-year, at the same rental as required to be paid by Lessee for the period immediately prior to the expiration of the term of this lease agreement, and shall otherwise be on the terms and conditions specified in this lease agreement, so far as applicable.

**SECTION TWENTY-SEVEN
PARTIES BOUND**

The covenants and conditions contained in this lease agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the lease agreement. All of the parties shall be jointly and severally liable under this lease agreement.

**SECTION TWENTY-EIGHT
TIME IS OF THE ESSENCE**

Time is of the essence of this lease agreement, and of each and every covenant, term, condition, and provision of this lease agreement.

**SECTION TWENTY-NINE
SECTION CAPTIONS**

The captions appearing under the section number designations of this lease agreement are for convenience only and are not a part of this lease agreement and do not in any way limit or amplify the terms and provisions of this lease agreement.

**SECTION THIRTY
GOVERNING LAW**

It is agreed that this lease agreement shall be governed by construed and enforced in accordance with the laws of the State of Vermont.

**SECTION THIRTY-ONE
ENTIRE AGREEMENT**

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this agreement.

**SECTION THIRTY-THREE
ADDITIONAL DOCUMENTS**

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this lease agreement.

In witness whereof, each party to this agreement has caused it to be executed at City of Barre, County of Washington, State of Vermont on this ____ day of _____, 2024.

Witness

CITY OF BARRE

By: _____

Witness

Robert A. Nelson

Witness

Linda S. Nelson

STATE OF VERMONT
COUNTY OF WASHINGTON, ss.

At Barre this ___ day of _____, 2024, personally appeared the Honorable Jacob Hemmerick, Mayor of the City of Barre, and he acknowledged this instrument, by him subscribed, to be his free act and deed, and the free act and deed of the City of Barre,

before me _____
Notary Public.
My commission expires: 01/31/2025

STATE OF VERMONT
COUNTY OF WASHINGTON, ss.

At Barre this ___ day of _____, 2024, personally appeared Robert A. Nelson and Linda S. Nelson, and they acknowledged this instrument, by them subscribed, to be their free act and deed,

before me _____
Notary Public.
My commission expires: 01/31/2025

EXHIBIT A

Being a piece of land approximately four feet in width and approximately 9.5 feet in length located along Merchants Row, so-called, in the vicinity of the southeastern corner of the building on the property located at 188 North Main Street.

Meaning to describe that portion of the City of Barre's property or right of way that falls within a nine-foot by nine-foot square extending from a point on the southeasternmost point of the building located at 188 North Main Street, with one full side of said square abutting the southern wall of said building for its entire nine-foot length.



February 6, 2024



City of Barre, Vermont

6 N. Main St., Suite 1
Barre, VT 05641
www.barrecity.org

Brian Baker
Director of Public Works
(802) 476-0250
PWDirector@barrecity.org

Office Memorandum
Department of Public Works

To: Carol Dawes
Date: January 31, 2024
Subject: Wastewater Treatment Facility PER Loans

The City of Barre have entered into two loans with the Clean Water State Revolving Fund (CWSRF) from the State of Vermont and Vermont Bond Bank. The details are as follows:

1. Loan # RF1-356-1.0 if for \$117,600 and is for completing a Preliminary Engineering Report (PER) for the improvement to the Headworks of the Wastewater Treatment Facility.
2. Loan # RF1-357-1.0 if for \$139,900 and is for completing a 20-year evaluation of the Wastewater Treatment Facility and producing a whole facility PER.

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-356-1.0

Loan Amount: \$117,600.00

1. City of Barre, the Municipality, hereby certifies to the Vermont Bond Bank (“Bond Bank”) that:
 - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A;
 - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
 - (i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and
 - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
 - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality’s certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any

changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Clean Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the loan proceeds solely for the project for which the loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Funds will be disbursed from Federal Award ID Number CS500001## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall

have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), may apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208, as applicable.

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:



Secretary

VERMONT BOND BANK

By: 

Executive Director

Attest:

Clerk

City of Barre

By: _____
Chair of the Governing Body

And by:

Treasurer

Date _____

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This planning loan is for the preliminary engineering services for the headworks portion of the WWTF Refurbishment Project. The headworks portion of the project is going proceed ahead of the rest of the project, as its own project and project loan.

Conditions:

- 1) Repayment of this loan shall commence no later than five (5) years after the execution of the loan, unless the terms of the loan indicate the loan principal will be completely forgiven.
- 2) If the project funded with this loan proceeds to construction within five (5) years of loan execution and the construction project is funded with a SRF loan, the planning loan will be consolidated with the construction loan.
- 3) The engineer will meet with the Water Investment Division (WID) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the WID engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by WID.
- 4) After completion of planning, if project construction is to be fully funded by grants and/or loans administered by other federal, state, or local funding agencies (referred to as “alternative funding”), the Applicant will, within sixty (60) days of receiving alternative funds, repay the entire portion of the CWSRF planning loan. Under certain circumstances partial or full planning loan forgiveness may be allowable, such as when planning costs are not being paid for from alternative funds.
- 5) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
- Coastal Zone Management 16 USC §1451
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act, 16 USC §1531
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business participation

- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)

EXHIBIT C

\$117,600.00

UNITED STATES OF AMERICA
 STATE OF VERMONT
 City of Barre
 GENERAL OBLIGATION NOTE

The City of Barre (hereinafter called the “Municipality”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank, or registered assigns, the not-to-exceed sum of \$117,600.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 2/1/2029 as follows:

Vermont EPA Clean Water State Revolving Fund							
Barre City, Vermont							
Loan RF1-356-1.0							
Prepared on 12/21/2023							
Loan Terms							
Loan Amount:		\$117,600.00					
Loan Term Years:		10					
Interest rate:		0.0000%					
Administrative Fee:		0.0000%					
Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
2/1/2029	1	117,600.00	5,880.00	58,800.00	0.00	0.00	5,880.00
2/1/2030	2	52,920.00	5,880.00	0.00	0.00	0.00	5,880.00
2/1/2031	3	47,040.00	5,880.00	0.00	0.00	0.00	5,880.00
2/1/2032	4	41,160.00	5,880.00	0.00	0.00	0.00	5,880.00
2/1/2033	5	35,280.00	5,880.00	0.00	0.00	0.00	5,880.00
2/1/2034	6	29,400.00	5,880.00	0.00	0.00	0.00	5,880.00
2/1/2035	7	23,520.00	5,880.00	0.00	0.00	0.00	5,880.00
2/1/2036	8	17,640.00	5,880.00	0.00	0.00	0.00	5,880.00
2/1/2037	9	11,760.00	5,880.00	0.00	0.00	0.00	5,880.00
2/1/2038	10	5,880.00	5,880.00	0.00	0.00	0.00	5,880.00
			58,800.00	58,800.00	0.00	0.00	
For planning purposes only. Figures subject to change based on actual disbursements.							

EXHIBIT C

This Note is payable in lawful money of the United States at M&T Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 11/27/2023.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

City of Barre

By: _____

Majority of its Governing Body

Date _____

Treasurer

EXHIBIT C

\$117,600.00

City of Barre

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank St, Suite 401, Burlington, VT 05402.

Treasurer

Barre City Resolution #2024-03A

EXHIBIT D

RESOLUTION AND CERTIFICATE
(General Obligation)
(Vermont Clean Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the City of Barre (herein called the “Municipality”) at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public wastewater improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same shall be submitted to the legal voters at meetings thereof, and it will be ordered, all of which action will be hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in planning for the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Bond Bank respecting a Loan from said Bank in the amount of \$117,600.00 to be discounted by the amount of up to \$58,800, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

EXHIBIT D

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$117,600.00 to the Vermont Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that M&T Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Note, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

EXHIBIT D

ATTEST:

City of Barre

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-357-1.0

Loan Amount: \$139,900.00

1. City of Barre, the Municipality, hereby certifies to the Vermont Bond Bank (“Bond Bank”) that:
 - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A;
 - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
 - (i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and
 - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
 - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality’s certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any

changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Clean Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the loan proceeds solely for the project for which the loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Funds will be disbursed from Federal Award ID Number CS500001## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

29. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall

have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.


21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), may apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208, as applicable.

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:



Secretary

VERMONT BOND BANK

By: 

Executive Director

Attest:

Clerk

City of Barre

By: _____
Chair of the Governing Body

And by:

Treasurer

Date _____

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This planning loan is for the 20 yr evaluation of the WWTF and development of a PER for the facility refurbishment. The Headworks is being completed ahead of this work and has its own loan, RF1-356.

Conditions:

- 1) Repayment of this loan shall commence no later than five (5) years after the execution of the loan, unless the terms of the loan indicate the loan principal will be completely forgiven.
- 2) If the project funded with this loan proceeds to construction within five (5) years of loan execution and the construction project is funded with a SRF loan, the planning loan will be consolidated with the construction loan.
- 3) The engineer will meet with the Water Investment Division (WID) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the WID engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by WID.
- 4) After completion of planning, if project construction is to be fully funded by grants and/or loans administered by other federal, state, or local funding agencies (referred to as “alternative funding”), the Applicant will, within sixty (60) days of receiving alternative funds, repay the entire portion of the CWSRF planning loan. Under certain circumstances partial or full planning loan forgiveness may be allowable, such as when planning costs are not being paid for from alternative funds.
- 5) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
- Coastal Zone Management 16 USC §1451
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act, 16 USC §1531
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business participation

- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)

EXHIBIT C

\$139,900.00

UNITED STATES OF AMERICA
 STATE OF VERMONT
 City of Barre
 GENERAL OBLIGATION NOTE

The City of Barre (hereinafter called the “Municipality”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank, or registered assigns, the not-to-exceed sum of \$139,900.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 2/1/2029 as follows:

Vermont EPA Clean Water State Revolving Fund							
Barre City, Vermont							
Loan RF1-357-1.0							
Prepared on 12/22/2023							
Loan Terms							
Loan Amount:	\$139,900.00						
Loan Term Years:	10						
Interest rate:	0.0000%						
Administrative Fee:	0.0000%						
Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
2/1/2029	1	139,900.00	6,995.00	69,950.00	0.00	0.00	6,995.00
2/1/2030	2	62,955.00	6,995.00	0.00	0.00	0.00	6,995.00
2/1/2031	3	55,960.00	6,995.00	0.00	0.00	0.00	6,995.00
2/1/2032	4	48,965.00	6,995.00	0.00	0.00	0.00	6,995.00
2/1/2033	5	41,970.00	6,995.00	0.00	0.00	0.00	6,995.00
2/1/2034	6	34,975.00	6,995.00	0.00	0.00	0.00	6,995.00
2/1/2035	7	27,980.00	6,995.00	0.00	0.00	0.00	6,995.00
2/1/2036	8	20,985.00	6,995.00	0.00	0.00	0.00	6,995.00
2/1/2037	9	13,990.00	6,995.00	0.00	0.00	0.00	6,995.00
2/1/2038	10	6,995.00	6,995.00	0.00	0.00	0.00	6,995.00
			69,950.00	69,950.00	0.00	0.00	
For planning purposes only. Figures subject to change based on actual disbursements.							

EXHIBIT C

This Note is payable in lawful money of the United States at M&T Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 11/27/2023.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

City of Barre

By: _____

Majority of its Governing Body

Date _____

Treasurer

EXHIBIT C

\$139,900.00

City of Barre

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank St, Suite 401, Burlington, VT 05402.

Treasurer

Barre City Resolution #2024-03B

EXHIBIT D

RESOLUTION AND CERTIFICATE
(General Obligation)
(Vermont Clean Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the City of Barre (herein called the “Municipality”) at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public wastewater improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same shall be submitted to the legal voters at meetings thereof, and it will be ordered, all of which action will be hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in planning for the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Bond Bank respecting a Loan from said Bank in the amount of \$139,900.00 to be discounted by the amount of up to \$69,950, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

EXHIBIT D

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$139,900.00 to the Vermont Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that M&T Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Note, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

EXHIBIT D

ATTEST:

City of Barre

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer

*CITY VOLUNTEER
REPORT*

Hired Adam Jacobs in a part time, seasonal job
July 31st to October 23rd
Worked a total of 184 hours

151 volunteers (counting duplicates)

567 hours

11 Large Discrete Events

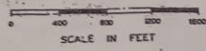
smaller hub activities

8/5: 13 Vol, 43.5 hours—Debris
8/12: 7 Vol, 25.5 hours—Gardens and Rivers
8/15: 5 Vol, 11 hours—Muck
8/16: 6 Vol, 12 hours—Debris
8/18: 4 Vol, 24 hours—Moving
8/26: 81 Vol, 324 hours—Green Up
9/16: 4 Vol, 17 hours—Bulky Waste
9/28: 11 Vol, 40 hours—Muck
9/30: 6 Vol, 30 hours—Streets
10/14: 10 Vol, 28 hours—Canvass
10/15: 4 Vol, 12 hours—Canvass

TOTAL: 151 Vol, 567 hours

*cansasser did not get these streets

CITY OF BARRE, VT. STREET DIRECTORY MAP



ACCEPTED STREETS
UNACCEPTED STREETS
CITY BOUNDARY

MASTER

OLD/NEW STREET DIRECTORY

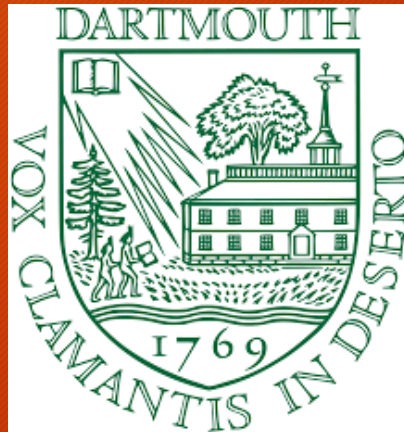
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WATSON ST	C-2	WINDMILL AVE	W-2
WATSON ST	C-2	WINDMILL AVE	W-2
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WATSON ST	C-2	WINDMILL AVE	W-2
WATSON ST	C-2	WINDMILL AVE	W-2
WATSON ST	C-2	WINDMILL AVE	W-2
WATSON ST	C-2	WINDMILL AVE	W-2

STREET DIRECTORY

WATSON ST	C-2	WINDMILL AVE	W-2
WATER ST	C-2	WINDMILL AVE	W-2
WATSON ST	C-2	WINDMILL AVE	W-2
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WATSON ST	C-2	WINDMILL AVE	W-2
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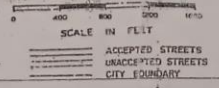
- #### Points of Interest
- 1 ALDRICH HALL
 - 2 B.A. HANCOCK
 - 3 BARRE CITY TREASURER AND TAX OFFICE
 - 4 BARRE CITY HALL
 - 5 BARRE CITY POLICE DEPARTMENT
 - 6 BARRE CITY PUBLIC WORKS DEPARTMENT
 - 7 BARRE CITY WATER PLANT
 - 8 BARRE CITY WATER TOWER
 - 9 BARRE CITY WATER TOWER
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 - 50 BARRE CITY WATER TOWER



8/5/23

(A)

CITY OF BARRE, VT.
STREET DIRECTORY MAP



OLD/NEW STREET DIRECTORY

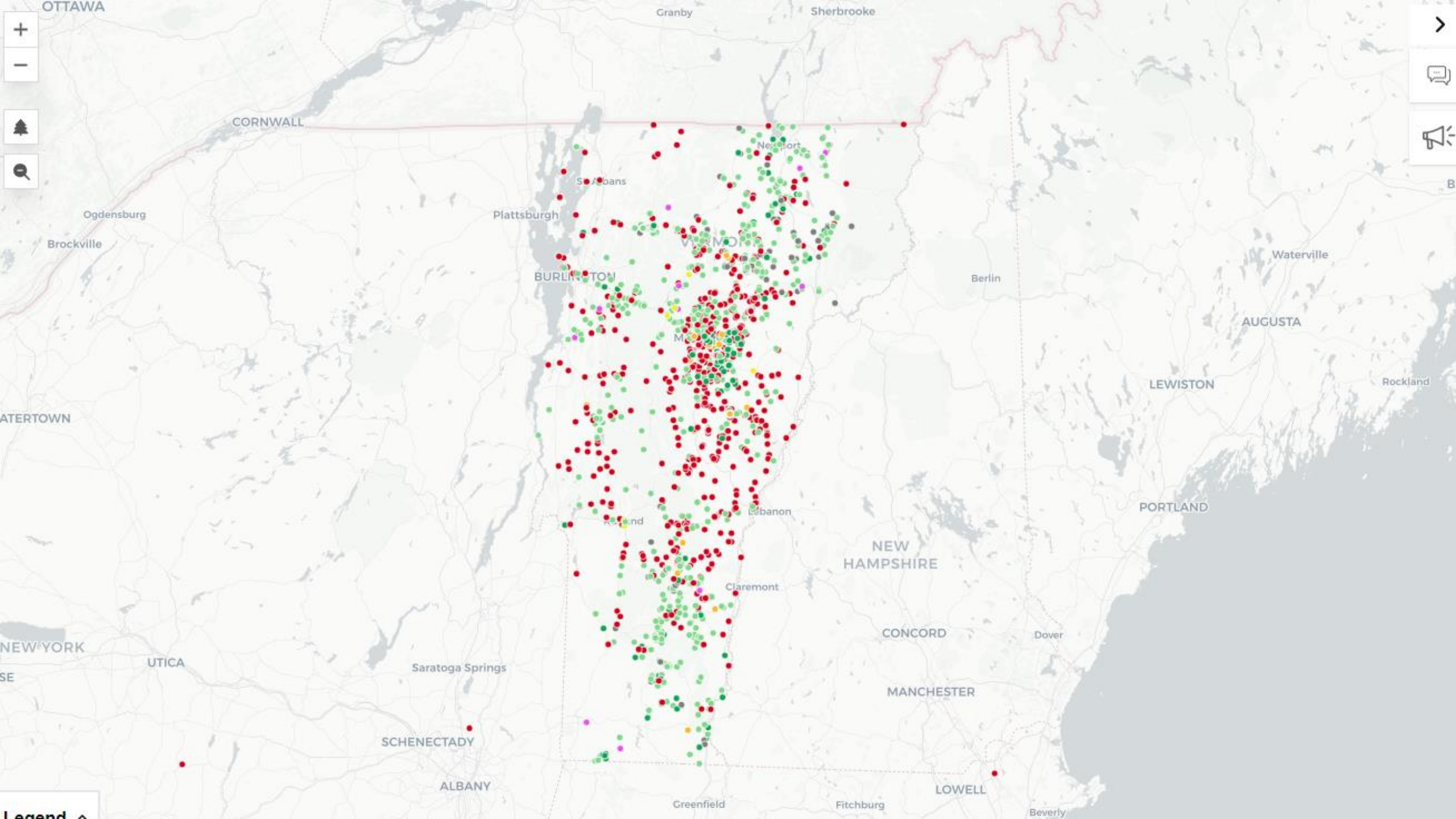
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AMICUS ST	WOOD ST	0.3	FERRIS BLVD	SEASON DR	0.1-1
BIRCH ST	ADAMS CT	0.1	MADISON ST	SHAWMUT DR	0.2-1
BIRCH CT	MADISON CT	0.3	MADISON ST	SHAWMUT DR	0.2-1
BIRCH DR	FOREST ST	0.3	MADISON ST	SHAWMUT DR	0.2-1
BIRCH LN	FOREST ST	0.3	MADISON ST	SHAWMUT DR	0.2-1
BIRCH RD	FOREST ST	0.3	MADISON ST	SHAWMUT DR	0.2-1
BIRCH WAY	FOREST ST	0.3	MADISON ST	SHAWMUT DR	0.2-1
BIRCH YARD	FOREST ST	0.3	MADISON ST	SHAWMUT DR	0.2-1
BIRCH YARD	FOREST ST	0.3	MADISON ST	SHAWMUT DR	0.2-1
BIRCH YARD	FOREST ST	0.3	MADISON ST	SHAWMUT DR	0.2-1

STREET DIRECTORY

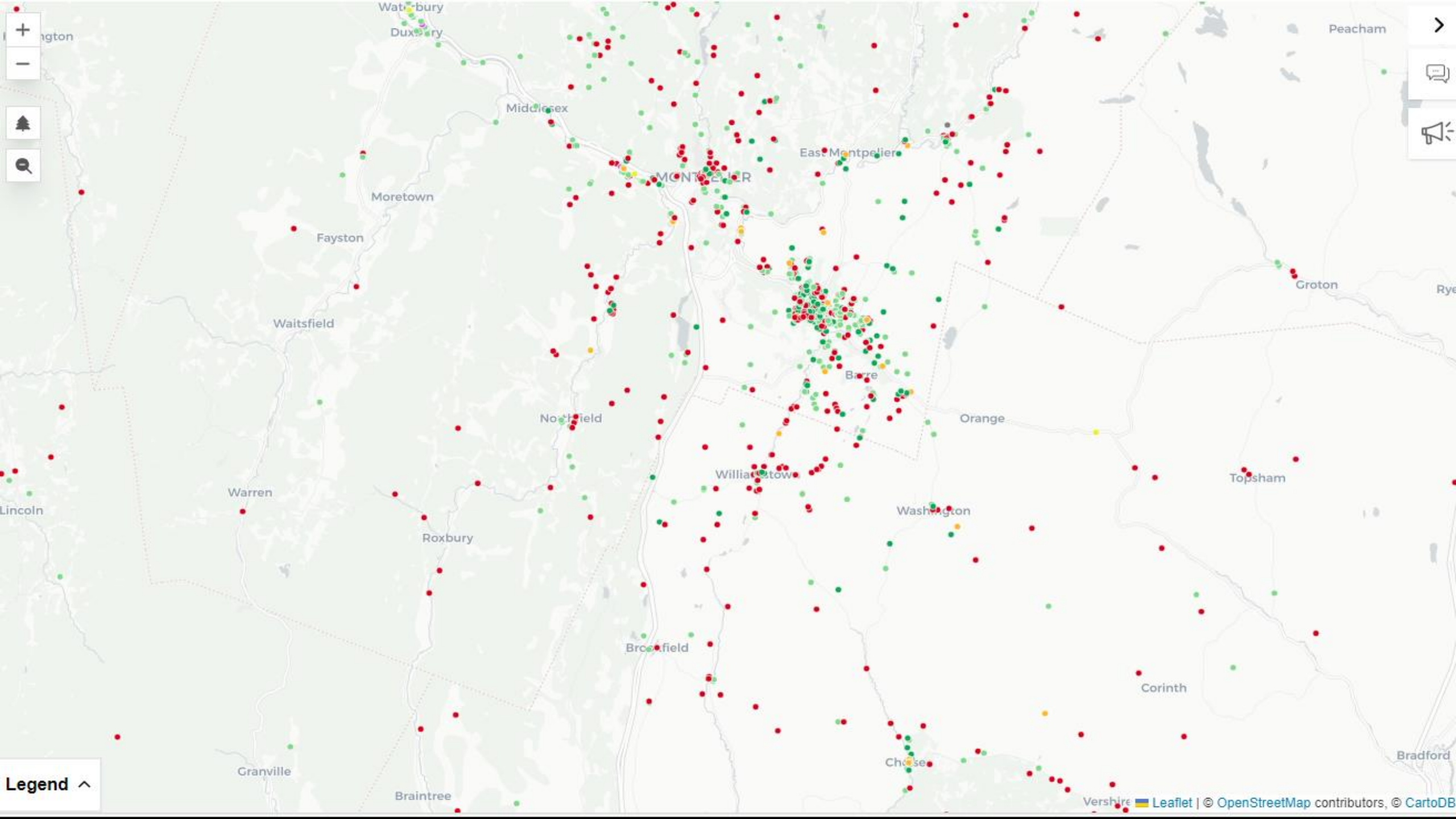
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ADAMS CT	ADAMS CT	ADAMS CT	ADAMS CT	ADAMS CT	ADAMS CT
ADAMS CT	ADAMS CT	ADAMS CT	ADAMS CT	ADAMS CT	ADAMS CT



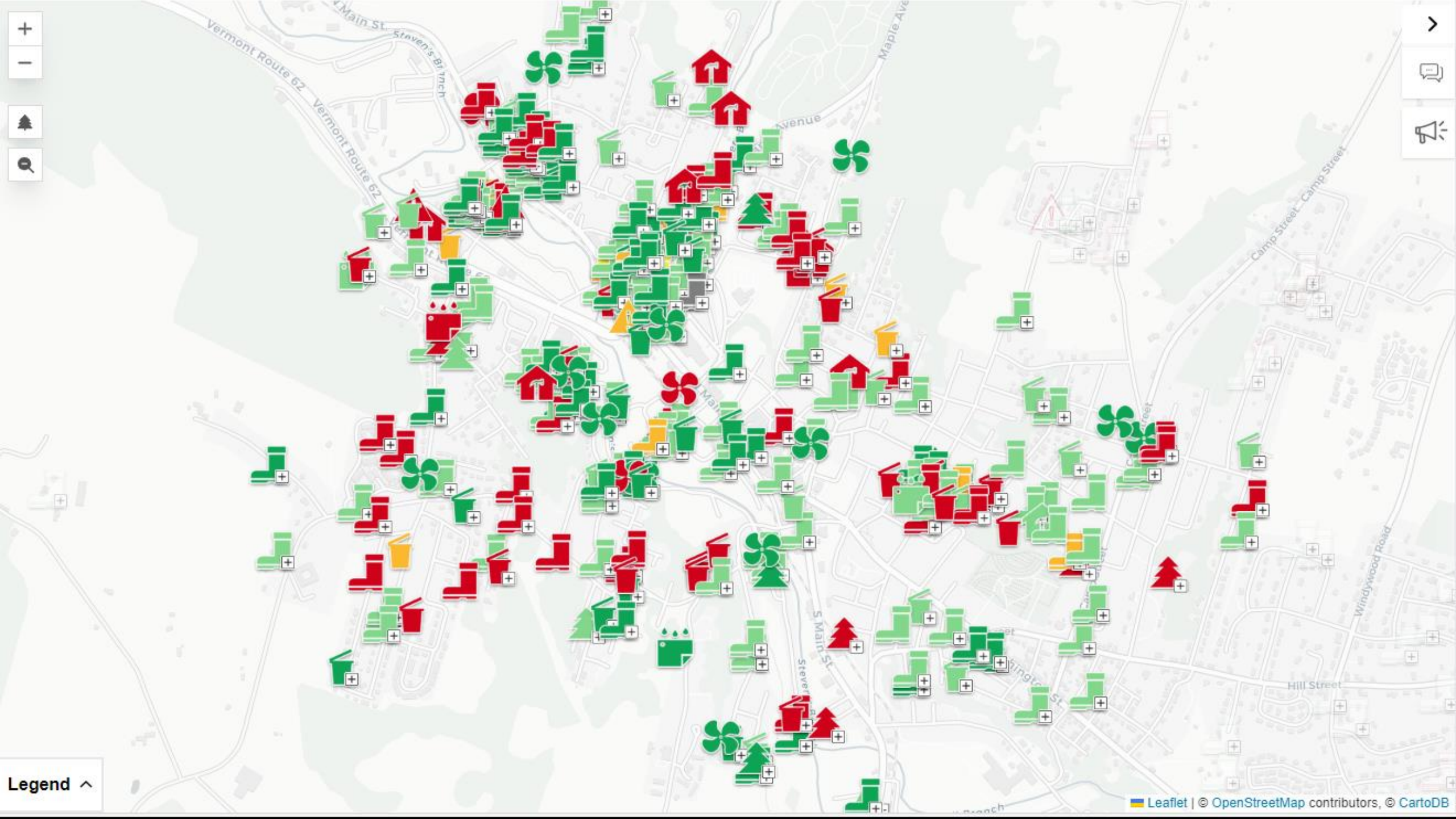
- 62 Barn Street
- Orin Street
- John Street
- Fairway & Pleasant
- 82 Leonard St.
- 22 Cliff Street
- 37 Allen Street
- 4 Kirk Street
- Bugabee Avenue



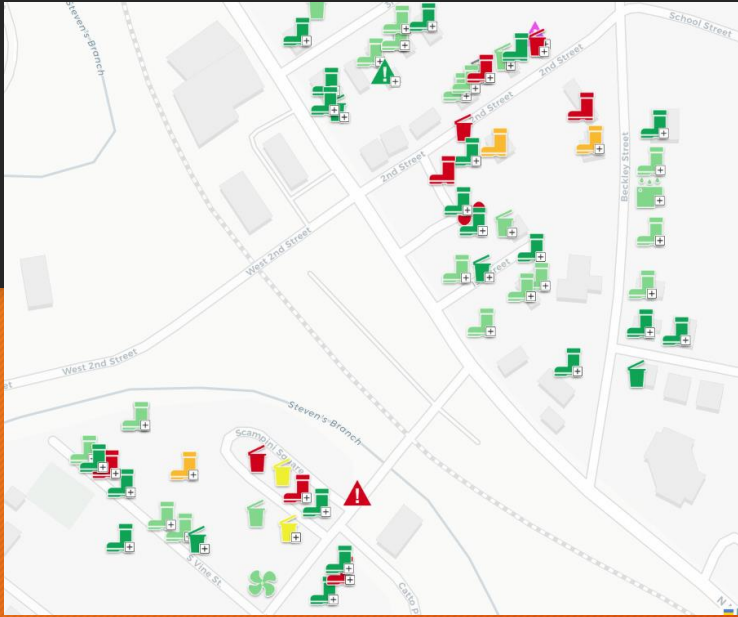
Legend



Legend ^

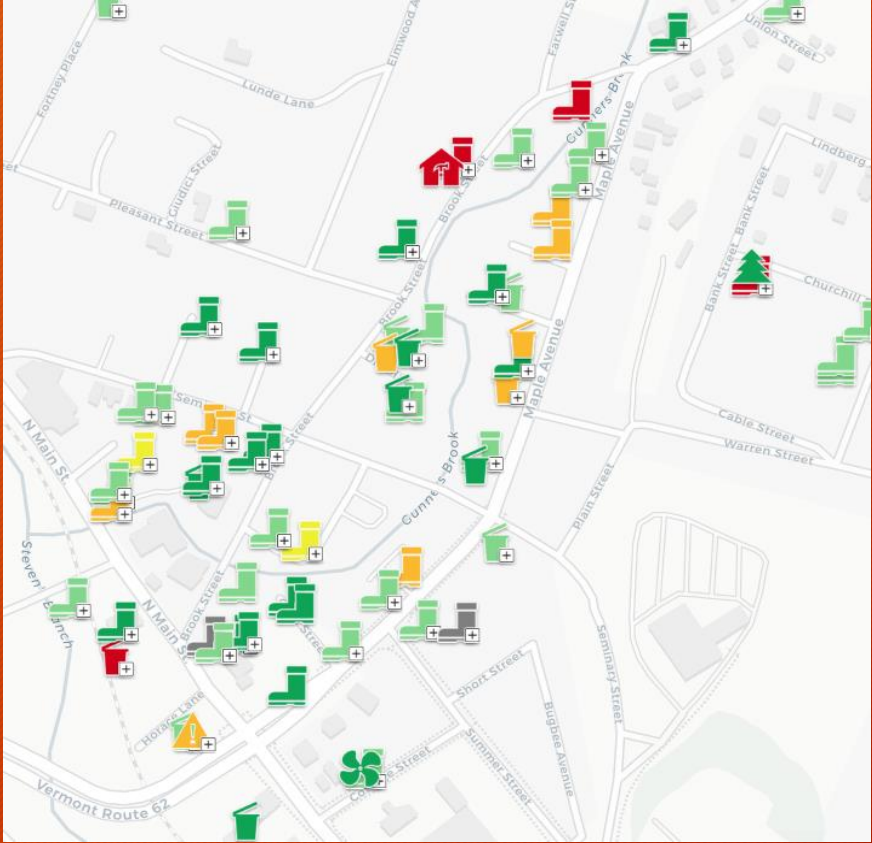


Legend ^

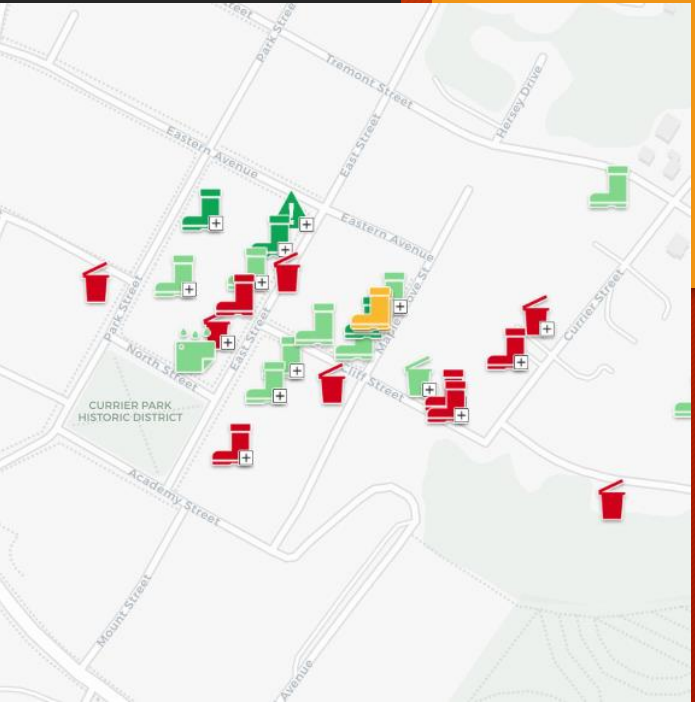


NORTH END (Ward 3)

GUNNER'S BROOK (Ward 2)



CURRIER PARK (Ward 1 and 2)



370 individual cases/homes

Out of 742 work tasks, 528 were closed for a 73% completion rate.

The average for the 2023 Northeast flooding was 65% completion.

WHAT WE DID WELL

- Had a public-facing hub where residents could localize resources.
- Communication memos and updates.
- Helped transition specific grassroots groups towards greater city and institutional coordination.
- Worked intersectionally: mutual aid, non-profits, environmental groups, state and federal agencies, religious groups, and others. Focus on singular goal: BRING MOST RELIEF BY MOST PEOPLE TO MOST PEOPLE.
- City bureaucratic work is incredibly difficult. You are managing multiple levels of focus at the same time. It is overwhelming to interact with both specificity and scope, while keeping an organizational grasp and operational heart.

THINGS I LEARNED

- Stay vigilant!
- Have a communication agent.
- Have more support to more effectively grid and coordinate the city.
- Group potential volunteers into several cohorts. Spread cohorts over various weekends so that the volunteer energy can sustain for longer. This is similar to what the SBDR does.
- Implement street captain team

“Certainly,” Rembert replied. “But it may be shameful to be happy by oneself.”

Tarrou, who had not spoken so far, now remarked, without turning his head, that if Rambert wished to take a share in other people’s unhappiness, he’d have not time left for happiness. So the choice had to be made.

“That’s not it,” Rambert rejoined. “Until now I always felt a stranger in this town, and that I’d no concern with you people. But now that I’ve seen what I have seen, I know that I belong here whether I want it or not. This business is everybody’s business.”

The Plague
Albert Camus
1947



Emily J. Gould
Resolution Consultant

**mediation
coaching
training**



MEDIATION PROPOSAL

Emily J. Gould (Mediator) and City of Barre, City Council and members of the Justice, Equity, Diversity and Inclusion Committee (JEDI), hereafter referred to as Client agree as follows:

Mediator will conduct a mediation for Client in three separate 2.5 hour sessions scheduled by mutual agreement on workweek evenings in 2024 according to the terms below. One session will be conducted with JEDI, one with the Barre City Council and one will all members of JEDI and the Barre City Council together.

The topic of the mediation will be the factors to be considered when evaluating housing proposals for the City of Barre. Included in the mediation will be some skill building productive communication on matters of controversy.

At each mediation session, the venue and light food and beverage will be provided by the client. Parties agree that the cost of food and beverage is limited to \$75.00 per session and the cost of anything additional will be covered by the Mediator.

Client agrees to pay the mediator a fee of \$2,000.00, two thousand dollars, for the entire mediation, including three sessions and all preparation time, payable in full when this agreement is signed.

Client acknowledges that although Mediator is an attorney, she is acting as a neutral in this process and will not give any legal advice or act as an attorney in any capacity. Client acknowledges that Mediator has been informed by Client that the mediation will be a confidential process, held in executive session and as a result is not subject to the provisions of the Open Meeting Law. Client acknowledges that Client retains full legal responsibility for actions, communications and decisions in the Mediation process and agrees to hold harmless Mediator and Emily J. Gould, Esq. LLC and and waive any and all claims against Emily J. Gould and Emily J. Gould, Esq. LLC that arise out of any aspect of the mediation.

As provided by Vermont law most communications made during the mediation session, including those of the mediator, are privileged and are not subject to discovery or are admissible in evidence unless the privilege is specifically waived by all the parties to the mediation. Mediator will treat any information provided during the mediation as confidential and will not disclose to others any mediation communications without a waiver, subject to any exclusion provided by Vermont Law.

Client and Mediator retain the right to reschedule a mediation session with 48 hours' notice to one another due to illness or other emergency circumstances.

Signed for the City of Barre:

Dated:



Emily J. Gould

Resolution Consultant

mediation
coaching
training



Emily Gould, Esq., is a mediator, consultant and leadership development coach in private practice as well as the Founder of NextGen Leadership. A former criminal prosecutor and general counsel, she brings more than three decades of combined experience as an attorney and mediator to her clients navigating conflict and other leadership challenges.

Emily has mediated a wide variety of disputes including those involving commercial and non-profit organizations, families, employment, and religious communities. Her background in negotiation, conflict transformation and leadership development supports her clients in achieving sustainable outcomes built on authenticity and mutuality. Her approach encourages each client to engage with challenge as an opportunity to deepen their relationship with themselves as well as others.

As an international trainer and consultant, Emily has developed cross-cultural competencies. Working frequently in developing countries as well as in Europe, she is sensitive to the forces of history that shape contemporary life. For all her clients, she holds space for the inquiry for how culture and history can be a resource for creating new futures. She is co-director of African Peace Partners, an NGO that supports trauma informed mediation in Rwanda.

In addition to client work Emily has lectured in recent years at Columbia Law School, Vermont Law School and has coached at the Yale School of Management. She is a past chair of the Dispute Resolution Section of the Vermont Bar Association, and Assistance Panel member of the Vermont Board of Professional Responsibility. She is a past section chair for the Association for Conflict Resolution and a member of the American Bar Association Dispute Resolution Section. A founding member of Mediators Beyond Borders International, she also authored *The Empathy Debate: The role of Empathy in Law, Mediation, and the New Professionalism* in the Vermont Bar Journal (Fall, 2010). Emily received her B.A *cum laude* from Barnard College, Columbia University and her Juris Doctor degree from Northeastern University School of Law. She lives in Montpelier, VT.





City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 02-06-24**

Consent Item No.: _____ **Discussion Item No.** _____ **Action Item No.** 8C

AGENDA ITEM DESCRIPTION:

Certify 2023 TIF Annual Report

SUBJECT: *Same*

SUBMITTING DEPARTMENT/PERSON:

Carol Dawes, clerk/treasurer

STAFF RECOMMENDATION:

Approve certification of report

STRATEGIC OUTCOME/PRIOR ACTION: *NONE*

EXPENDITURE REQUIRED: *NONE*

FUNDING SOURCE(S): *NONE*

LEGAL AUTHORITY/REQUIREMENTS:

24 VSA § 1901. Information reporting

Every municipality with an active tax increment financing district shall:

(3) Annually:

(B) On or before February 15 of each year, on a form prescribed by the [VT Economic Progress] Council, submit an annual report to VEPC...

BACKGROUND/SUPPLEMENTAL INFORMATION:

Attached is the 2023 annual TIF report, submitted to the Vermont Economic Progress Council (VEPC) for preliminary approval. They reviewed it and sent it back for presentation to, and certification by the Council. Certification is due to VEPC by February 15th.

LINK(S):

Not applicable

ATTACHMENTS:

- *2023 annual TIF report as presented to VEPC (spreadsheet and narrative text)*
- *Certification form (to be completed by assessor, manager, and clerk)*

INTERESTED/AFFECTED PARTIES:

Clerk/Treasurer, Planning Director, Manager, VEPC, VT Legislature

RECOMMENDED ACTION/MOTION:

Approve certification of the 2023 TIF annual report.



**Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes**

**VEPC Staff Contact Information:
Judy Bruneau, (802) 622-4257, judy.bruneau@vermont.gov**

**Reports are due on or before January 1, 2024
Please submit reports to acd.vepctifannualreport@vermont.gov**

Please submit GL22 TIF Proceeds Report with the District Annual Report

I. District Information:

Municipality & District	Barre: Downtown TIF District	Reporting Period:	July 1, 2022 - June 30, 2023
Name of Person Completing Report	Carol Dawes	Grand List Year:	2022
Title	clerk/treasurer		
Email Address	cdawes@barrecity.org		
Telephone	802-476-0242		
Date Report Completed	December 22, 2023		

NOTE: All information reported on this form by the municipality must be for the Reporting Period and Grand List Year identified above.

II. TIF District Data:

Base Data (Original Taxable Value)				
Municipal	\$	50,203,270	OTV Total Acres	90.57
Homestead- Education	\$	1,207,439	OTV Total Parcels	222
Non Residential- Education	\$	49,839,431		
Total Education	\$	51,046,870		

Taxable Values as of April 1				
Municipal	\$	60,982,485		
Homestead- Education	\$	1,263,240		
Non Residential- Education	\$	59,607,815		
Total Education	\$	60,871,055		

Increase (Decrease) in Taxable Values (auto-calculated)				
Municipal	\$	10,779,215		
Homestead- Education	\$	55,801		
Non Residential- Education	\$	9,768,384		
Total Education	\$	9,824,185		

TIF Increment Revenue Retained for Reporting Year				
Municipal	\$	164,267		
Homestead- Education	\$	552		
Non Residential- Education	\$	116,026		
Total Education	\$	116,578		
Total TIF Revenue	\$	280,845		

Parcel Information			
Current Acres		90.96	
Current Parcels		223	

Tax Rates Applied to the April 1 Grand List			
Municipal (General Fund)	\$	2.0180	
Homestead	\$	1.3187	
Non Residential	\$	1.5837	

List Special Municipal Tax Rates			
1	Local agreement	\$	0.0139
2		\$	-
3		\$	-
4		\$	-
5		\$	-
6		\$	-
Total Special Municipal Tax		\$	0.0139
Total Municipal (General Fund) & Special Rates		\$	2.0319

Other TIF Fund Income				
	Source	Education	Municipal	Total
1	Interest Earnings	\$ 203	\$ 287	\$ 490
2	Parking Revenue*		\$ -	\$ -
3			\$ -	\$ -
4			\$ -	\$ -
5			\$ -	\$ -
Total:		\$ 203	\$ 287	\$ 490

** Per the Final Determinations, VEPC conditioned the approval the Finance Plan requiring "Any parking revenue generated by the new Keith Street/Pearl Street parking structure, in excess of revenues required for operational and maintenance costs of the structured parking facility, shall be maintained in a separate TIF escrow account, and obligated to TIF debt principal and interest payments prior to utilization of incremental property tax revenues, until such time as all TIF District debt is retired," (Page 40).*

Changes to Individual Parcels		
	SPAN Number	Describe Change
1	13816.00	See below
2	13822.00	See below
3	13919.00	See below
4	10817.00	See below
5	10873.00	See below
6		

Additional Information
SPAN #13816 was reported as a new parcel on the 2021 annual report – it was created by breaking out a municipal parking lot/roadway as a separate parcel from the rights-of-way acreage (SPAN #13822) included on the Original Taxable Values (OTV). The change in acreage was reflected on the revised OTV submitted with the 2021 annual report. The rights-of-way acreage adjustment wasn't made in the 2021 or 2022 NEMRC grand lists, but it was adjusted in the 2023 NEMRC grand list. The new parcel's acreage is 0.67 (SPAN #13816), which reduces the rights-of-way acreage (SPAN #13822) to 17.58 acres. The acreage total shown on the 2023 annual report (90.96 acres) will be corrected to 90.28 acres for the 2024 annual report. NOTE: These parcels are city-owned, and therefore tax exempt. They have no impact on taxable values or increment.

III. Votes and Financing:

Public Vote Information

- No public votes or debt obligations occurred during this reporting period.
- Yes there were public votes and/or debt obligations during this reporting period.
 - Vote and debt obligation documents were submitted to VEPC. (Enter date submitted)
 - Vote and debt obligation documents are uploaded with this report.

Debt Instruments										
Infrastructure and Debt	Term in Years	Period (ie. 1/1/2016-12/31/2026)	Interest Rate	Principal	Interest	Total	Total Payment for Reporting Period	Remaining Principal Balance	Date Approved by Voters	
Existing Debt:										
1	Various parking projects, and initial TIF application reimbursements	25	8/11/15 - 11/1/40	3.76%	\$ 2,200,000	\$ 1,092,522	\$ 3,292,522	\$ 148,201	\$ 2,112,000	11/5/2013
New Debt:										
Example: Main Street Lights - General Obligation Bond										
		11	1/1/2016-12/31/2025	5.60%	\$ 3,250,000	\$ 500,000	\$ 3,750,000	\$ 340,909	\$ 2,950,000	08.01.2023
2		0		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
3		0		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
4		0		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
				Total	\$ 2,200,000	\$ 1,092,522	\$ 3,292,522	\$ 148,201	\$ 2,112,000	

Debt Ceiling Approved by VEPC \$ **12,513,056**

Annual Debt Service	
Principal Paid	\$ 88,000
Interest Paid	\$ 60,201
Fees/Other Costs Paid	\$ -
Total Paid	\$ 148,201

Refinancing: Was any portion of TIF District debt refinanced during this reporting period?
 No
 Yes, please provide details.

Direct Payments: Enter the total amount of any TIF direct payments made during this period. \$ - **Date Approved by Voters:**

Additional Information
Unable to enter the "date approved by voters" in cell W79. The date of the \$2.2M bond vote was November 5, 2013. This is the only bond vote to date.
NOTE: The related costs total for 2022 on the Debt & Related Costs tab was adjusted due to accounting journal corrections booked after the 2022 TIF annual report was certified. The following related costs were included in the 2022 annual report, but subsequently moved to other municipal expense lines, and therefore were removed from the 2022 related costs total as shown on the tab. This reduced the 2022 total from \$47,195 to \$43,935:
• Removed Oliver Twombly expenses – adjusted to capital fund: \$1,716.00
• Sullivan Powers expenses – adjusted to general fund: \$669.00
• Primmer Piper expenses – adjusted to capital fund: \$875.00

IV. Improvements and Funding:

Improvement Expenditures				
Name of Improvement	Of the Total Expenditure listed:		Total Improvement Expenditure for this report period	
	The amount paid with TIF Revenues	The amount paid with Non-TIF Revenues		
1	Structured Parking between Keith and Pearl Streets (Includes land acquisition): Ormsby lot and Twombly lot between Keith and Pearl Streets.			
	street level parking complete. No planning, design or construction of structure parking has been started.	\$ -	\$ -	\$ -
2	Merchants Row & Enterprise Alley Streetscape - Step 1A: Enterprise Alley and Merchant's Row (area between Granite Street and Prospect Street).			
	complete	\$ -	\$ -	\$ -
3	Merchants Row & Enterprise Alley Streetscape - Step 1B & Step 2A: Enterprise Alley and Merchant's Row (area between Granite Street and Prospect Street).			
	construction completed - ongoing environmental mitigation	\$ -	\$ 816	\$ 816
4	Merchants Row & Enterprise Alley Streetscape - Step 2B: Enterprise Alley and Merchant's Row (area between Granite Street and Prospect Street).			
	no work on this step during reporting period	\$ -	\$ -	\$ -
5	Merchants Row & Enterprise Alley Streetscape - Step 3: Enterprise Alley and Merchant's Row (area between Granite Street and Prospect Street).			
	no work on this step during reporting period	\$ -	\$ -	\$ -
6	Campbell Place - Real estate acquisition, environmental assessment, demolition and remediation, site prep and paving for parking. (TIF Plan amended to add this development in 2014)			
	complete	\$ -	\$ -	\$ -
Total		\$ -	\$ 816	\$ 816
			Check	\$ 816

Sources of Non-TIF Revenues	Total Amount Secured for Each Source	Total Amount Spent to Date	Total Amount Spent this Period	Closed	
1	City of Barre match for D&K 5/50 grant award (2014)	\$ 10,000	\$ 10,000		x
2	Dubois & King In-Kind Grant (planning & design) (2014)	\$ 10,000	\$ 10,000		x
3	VTRANS DTF Design Grant (2015)	\$ 30,000	\$ 30,000		x
4	DTF Implementation Grant (2015)	\$ 38,000	\$ 38,000		x
5	DTF Implementation Grant (2015)	\$ 62,000	\$ 62,000		x
6	Barre City Capital Funds (2015)	\$ 12,349	\$ 12,349		x
7	VCDP DR 1 & DR 2 HUD pass-through Grants (2015)	\$ 1,300,000	\$ 1,267,452		x
8	EPA Brownfields Grants (2015)	\$ 600,000	\$ 600,000		x
9	Semprebon Annuity (2015)	\$ 100,000	\$ 100,000		x
10	Semprebon Fund Bike Path Allocation (2015)	\$ 96,000	\$ 96,000		x
11	VT Dept. of Environmental Conservation (2016)	\$ 627,560	\$ 524,285	\$ 816	<input type="checkbox"/>
12	Downtown Transportation Grant (2017 - Keith Ave parking lot)	\$ 100,000	\$ 100,000		x
13	CVRPC Brownfields Grant (2017 - Keith Ave parking lot)	\$ 26,638	\$ 26,495		x
14	Municipal Planning Grant (2017 - Merchant's Row)	\$ 16,204	\$ 11,241		x
15	General Fund - grant matching funds in Planning Department budget	\$ 1,621	\$ 1,621		x
16	Semprebon Bequest Fund (2020 - for pedestrian way granite artwork)	\$ 22,000	\$ 22,000		x
17	\$1.15 M Non-TIF Bond	\$ 260,000	\$ 235,701		<input checked="" type="checkbox"/>
18	Downtown Transportation Grant	\$ 100,000	\$ 100,000	\$ -	x
19		\$ -	\$ -	\$ -	<input type="checkbox"/>
20		\$ -	\$ -	\$ -	<input type="checkbox"/>
21		\$ -	\$ -	\$ -	<input type="checkbox"/>
22		\$ -	\$ -	\$ -	<input type="checkbox"/>
Total		\$ 3,412,372	\$ 3,247,144	\$ 816	
Non-TIF Revenues Reported under Improvement Expenditures				\$ 816	

Grant Applications				
Grant Type & Project Name	Granting Entity	Application Date	Application Amount	Application Status
			\$ -	
			\$ -	
			\$ -	
			\$ -	

Related Costs					
List and describe the related cost(s)	Vendor	The amount paid with Education Revenue	The amount paid with Municipal Revenue	Total Cost for this report period.	
1	audit services - FY22 AUP	Sullivan Powers & Co	\$ 2,408	\$ 3,392	\$ 5,800
2					\$ -
3					\$ -
4					\$ -
5			\$ -	\$ -	\$ -
6			\$ -	\$ -	\$ -
		Total	\$ 2,408	\$ 3,392	\$ 5,800
				Check	\$ 5,800

V. Performance Indicators:

Standard

Real Property Development					
1	Merchants Bank and Aldrich Block Phase 1: Placement of a 3600 sq ft bank facility with drive-thru and amenities on a previously vacant lot and development of 4000 sq ft of restaurant space in a previously vacant building.				
	completed previously. Aldrich Block (47 N. Main Street) current assessment: \$1,050,500. Merchants Bank (355 N. Main Street - now owned by Community Bank) current assessment: \$1,500. Total assessment of both properties listed at right.			\$	2,550,500
2	Aldrich Block Phase 2 and 20 Summer Street: Development of 8000 of office/residential in a previously vacant building and development of office/subsidized housing in an underutilized/vacant lot.				
	completed previously. Aldrich Block (47 N. Main Street) current assessment listed above. 20 Summer Street (no 22 Keith Avenue) current assessment: \$860,400. NOTE: Assessment of 22 Keith Avenue reduced from \$1,585,200 due to statutory formula used to calculate taxable value of restricted housing, based on income.			\$	860,400
3	City Place and Blanchard Block: Construction of retail/commercial/office five-story bldg at Depot Square and renovation of retail/office 32,000 sq ft of historic, vacant downtown bldg.				
	Completed. City Place (219 N. Main Street) current tax stabilized assessment: \$6,730,033. Full assessment: \$8,000,000. Tax stabilization runs thru FY23. Assessment increases began phasing in during FY20, as per stabilization agreement. Blanchard Block (14 N. Main Street) current tax stabilized assessment: \$618,600. Full assessment: \$2,125,000. Tax stabilization runs thru FY23. Amount at right is total of tax stabilized assessments.			\$	6,078,700
4	Worthen Block and JJ Newbury Block: Development of 32,000 sq ft of residential units in a vacant/underutilized building; 32000 sq ft (est. 32 housing units) and rehabilitation of 16,000 of retail/office in a currently vacant building.				
	Projects on hold while potential developers research financing options and development incentives. There is no known timeline for redevelopment of these properties. Worthen Block (123 N. Main Street) current assessment: \$507,100. JJ Newbury Block (143 N. Main Street) current assessment: \$325,800. Amount at right is total current assessment of two properties.			\$	832,900
5	Rouleau Plant: Development of hotel/conference/office/retail complex on a underutilized 9 acre lot; riverfront pedestrian walkway; adjacent to Main Street.				
	Development as hotel/conference center/retail complex on hold. The complex is currently home to an environmental clean-up company, a high-end woodworking shop, and a cannabis cultivation/manufacturing/retail business. There is no known timeline for additional redevelopment of this property. Rouleau Plant (21 & 31 Metro Way) current assessments: \$1,607,300.			\$	1,607,300
		Total		\$	11,929,800

Employment Opportunities

Several new establishments opening during the reporting year. Earthly Wonders (sustainable home goods); Taste VT (catering and food delivery), CB Hair Studio, Grab n Go convenience store, Recovery House (residence for mothers coming out of substance abuse, and their children), and Forbin's cannabis complex which includes hydroponic cultivating, manufacturing and retail. These new businesses brought approximately 24 new jobs to the TIF district. Three businesses relocated within the district with no change in jobs.

Unfortunately, a few local businesses closed their doors during the reporting period including Made in Brazil (restaurant), Last Time Around (antiques), and Salon 42 (hair salon). The estimated loss of jobs from these establishments is 8. The total net change in the number of jobs in the TIF district for the reporting period is an increase of 16.

Additional Information

NONE

Mandated

Vermont Firms						
NAICS Code	Increase or (Decrease)	Previous Location (if known)	NAICS Code	Increase or (Decrease)	Previous Location (if known)	
1	11	4	11	53		
2	21		12	54		
3	22		13	55		
4	23		14	56		
5	31-33	2	15	61		
6	42		16	62	4	
7	44-45	6	17	71		
		net of 10 new jobs at 4 businesses minus 4 lost jobs	18	72	0	net of 2 new jobs added due to new business minus 2 lost
8	48-49		19	81		
9	51		20	92		
10	52		Total Jobs Increase (Decrease)		16	

Identify Source/Method for Obtaining Jobs Information

Job numbers are based on zoning, building & parking permits; data provided by economic development and downtown promotional organizations such as the Barre Partnership and Barre Area Development Corporation; media reports; presentations to the Barre City Council; and word-of-mouth in the community.

Vermont Firms					
Name of Vermont Firm	Total amount of work performed	Name of Vermont Firm	Total amount of work performed		
1	Barre City Water Dept.	\$	278	11	\$ -
2	First National Bank - VT ANR	\$	250	12	\$ -
3	Green Mountain Power	\$	288	13	\$ -
4	Sullivan Powers & Assoc.	\$	5,800	14	\$ -
5				15	\$ -
6				16	\$ -

7		
8		
9		\$ -
10		\$ 0

17		\$ -
18		\$ -
19		\$ -
20		\$ -
Total Amount of Work Performed		\$ 6,616

Additional Information	
NONE	

TIF District Specific

Transportation Enhancements

During the 2023 reporting period, there were no additional parking improvements or transportation enhancements made in the TIF district. Parking improvements made to date have included a net increase in the number of available parking spaces; increased signage; streetscape improvements, better lighting and crosswalks for pedestrian and driver safety; and improved connectivity between the North Main Street shopping district and municipal parking areas located behind the buildings. An unexpected benefit of the downtown parking improvements has been an increase in the number of overnight parking spaces available for people who live in the downtown, making downtown housing more attractive to those looking to rent.

The City has experienced a significant decrease in usage of public parking by shoppers and employees in the downtown as a result of the shift to remote working and online shopping during and following the COVID pandemic. Many employees have returned to the office, at least on a partial basis, but it is still an open question as to what long-term impact changing work and shopping patterns will have on future parking needs.

Business Development

Business development was outlined earlier in this report under Employment Opportunities, including information on new businesses, businesses relocations within the district, and business closings.

Housing Changes (optional)

	Affordable Housing	Market Rate Housing	Total
New	0	0	0
Eliminated	0	0	0
Net Total	0	0	0

Unforeseen Events: Please describe any unforeseen events (such as flooding) that have impacted the TIF District, its improvement projects, or private developments. Also detail how the municipality is working through those challenges.

The community continues to recover from the significant negative impacts of the COVID pandemic on the economy. With a usual staff complement of 100 employees, the City of Barre had 10 openings ranging from rank-and-file staffers to department heads as of the end of FY23. Statewide low unemployment rates and rising compensation packages being offered by private employers continue to contribute to the shortages, and staffing shortages play a large part in the City's ability to provide the levels of service residents had come to expect. The availability of contractors and supplies continue to hinder the implementation and completion of infrastructure improvements, planning initiatives, and equipment purchases, including planning for additional TIF district projects. Contractors continue to experience the same impediments to private development projects. Real estate sales continue at a brisk pace, with sales prices running well above assessed values, in spite of much higher mortgage interest rates and shrinking available housing stock.

Barre City experienced significant flooding in July 2023, impacting much of the downtown including nearly all of the TIF district. Flood details will be reflected in next year's annual report.

Current TIF District Activity: Please provide details regarding FY24 activities. This can include updates regarding specific projects, potential substantial change requests, etc.

In light of changing economic circumstances and community needs beginning two years ago focus shifted to reviewing the 2012 TIF plan, and what the emerging demands are for public and private development in Barre City. There is additional capacity in Barre City's TIF plan, and the VT Legislature's actions in 2021 and 2022 extended the debt incurrence window by two years. During the 2023 session, the legislature extended the debt incurrence window an additional two years to March 2026. Debt incurred by 2026 will likely require a longer debt payback timeline, and so the legislature also extended Barre City's increment retention by 5 years to 2039.

While the additional extension for the incurrence of debt has given us some breathing room, the continuing post-COVID impacts of inflation, staffing shortages, and lack of contractors and developers has delayed any plans for possible infrastructure improvements and private development. The City is working with White + Burke Real Estate Advisors, who assisted with drafting the original TIF plan and application, to assess the viability of public and private projects identified in the 2012 TIF plan, and identify needs and opportunities that have shifted in the intervening decade.

Once potential projects have been identified, the City will work with VEPC on consideration of a Substantial Change request. Barre City has seen the positive economic impact of the TIF district, and doesn't want to shortchange the opportunities to make additional public infrastructure improvements in support of continuing private development.

The following language was added to the TIF report as of 1/18/24:

Barre City, like a number of other municipalities in the state, experienced significant flooding on July 10-11, 2023, at the beginning of FY24. Most of the more severe damage was in the north end of the City, beyond the TIF district, however there was basement and first floor flooding along the North Main Street portion of the district. The hardest hit areas in the TIF district included Depot Square and Granite Street. The historic depot, which is owned by the Vermont Granite Museum, experienced several feet of mud left behind by the flood waters, as did the Socialist Labor Party Hall on Granite Street. Several businesses in the district have closed including Dessureau's Machines and Mr. Z's Pizza, and as of the writing of this report, they are not expected to reopen. This area has experienced similar flooding in the past; most recently in 2015 and 2011. The City is working with hydrologists, engineers, and federal and state agencies to determine the causes of flooding of this magnitude, and possible mitigation efforts related to river flows and storm water systems. The larger impacted area in the north end of the City saw significant damage and destruction of 300+ housing units. The loss of these properties has a negative impact on the City's grand list, and subsequently on the property tax rates, along with making an already tight housing market even tighter. The TIF district work being explored with White + Burke includes possibly identifying locations in the district where housing could be developed to replace the lost units, and the City is lobbying the 2024 legislature for funding support for housing and flood recovery.

Narrative sections for FY23 TIF annual report

The narrative cells in the FY23 TIF annual report do not expand to reveal all entered text. The blocks below were entered into each of these identified cells.

ADDITIONAL INFORMATION (under TIF district data)

SPAN #13816 was reported as a new parcel on the 2021 annual report – it was created by breaking out a municipal parking lot/roadway as a separate parcel from the rights-of-way acreage (SPAN #13822) included on the Original Taxable Values (OTV). The change in acreage was reflected on the revised OTV submitted with the 2021 annual report. The rights-of-way acreage adjustment wasn't made in the 2021 or 2022 NEMRC grand lists, but it was adjusted in the 2023 NEMRC grand list. The new parcel's acreage is 0.67 (SPAN #13816), which reduces the rights-of-way acreage (SPAN #13822) to 17.58 acres. The acreage total shown on the 2023 annual report (90.96 acres) will be corrected to 90.28 acres for the 2024 annual report. NOTE: These parcels are city-owned, and therefore tax exempt. They have no impact on taxable values or increment.

SPAN #13919 is a new parcel on the 2022 grand list – it was created by subdividing SPAN #10817. The new lot contains 0.06 acres, reducing the old lot's acreage from 0.88 to 0.82 acres. The assessment of the new parcel, SPAN #13919, is \$35,933, and the original parcel has been reduced accordingly. NOTE: When added together, the assessment of the two parcels is over by \$2, and will be corrected in the 2024 grand list. The acreage total is consistent across the two parcels and the OTV.

SPAN #10873, which is owned by Downstreet Housing and Community Development, and includes office space and three floors of subsidized housing, saw its assessment reduced from \$1,585,200 to \$860,400 for tax year 2022. Taxable assessments on subsidized housing properties are required to be calculated based on an income and expense formula rather than comparables to similar properties.

There continues to be a slight discrepancy on acreage between the certified OTV and the current grand list. This is due to minute changes made throughout the years based on actual surveys performed on TIF district properties, which more accurately reflect the total acreage of a parcel. A portion of the discrepancy is also due to the above-referenced adjustment to the rights-of-way acreage not yet being reflected in the NEMRC grand list.

The City's long-time contract assessor was terminated in December 2020, and as of the end of fiscal year 2023, the City had not been able to fill the position. The planning director continued

Narrative sections for FY23 TIF annual report

to serve as interim assessor, mostly for administrative purposes only. The position was filled in December 2023, and additional details will be included in the 2024 TIF annual report.

As of the end of this reporting period, the City was scheduled to begin a city-wide reappraisal in fall 2023, with a tentative completion in spring 2025, which would go into effect with the Tax Year 2025 grand list. However, because of the July 2023 flood and its impact on property values, a one year extension was approved by the City Council in December 2023. Additional details will be included in the 2024 TIF annual report.

NOTE: A percentage breakdown of municipal and education increment is used to calculate the education and municipal breakdowns of earned interest and related cost expenses.

ADDITIONAL INFORMATION (under Votes and Financing)

Unable to enter the "date approved by voters" in cell W79. The date of the \$2.2M bond vote was November 5, 2013. This is the only bond vote to date.

NOTE: The related costs total for 2022 on the Debt & Related Costs tab was adjusted due to accounting journal corrections booked after the 2022 TIF annual report was certified. The following related costs were included in the 2022 annual report, but subsequently moved to other municipal expense lines, and therefore were removed from the 2022 related costs total as shown on the tab. This reduced the 2022 total from \$47,195 to \$43,935:

- Removed Oliver Twombly expenses – adjusted to capital fund: \$1,716.00
- Sullivan Powers expenses – adjusted to general fund: \$669.00
- Primmer Piper expenses – adjusted to capital fund: \$875.00

EMPLOYMENT OPPORTUNITIES

Several new establishments opening during the reporting year. Earthly Wonders (sustainable home goods); Taste VT (catering and food delivery), CB Hair Studio, Grab n Go convenience store, Recovery House (residence for mothers coming out of substance abuse, and their children), and Forbin’s cannabis complex which includes hydroponic cultivating, manufacturing and retail. These new businesses brought approximately 24 new jobs to the TIF district. Three businesses relocated within the district with no change in jobs.

Unfortunately, a few local businesses closed their doors during the reporting period including Made in Brazil (restaurant), Last Time Around (antiques), and Salon 42 (hair salon). The estimated loss of jobs from these establishments is 8. The total net change in the number of jobs in the TIF district for the reporting period is an increase of 16.

Vermont Agency of Transportation employees housed at City Place have been transitioning back to a mixed on-site/virtual work schedule after having worked virtually for more than two years. There’s been no reduction in the number of employees, but the number of employees in the office on any given day is much lower than when they were at their high of 400+. This has

Narrative sections for FY23 TIF annual report

impacted local businesses, especially those in the vicinity of City Place, where daily foot traffic has been reduced.

ADDITIONAL INFORMATION (under employment opportunities)

NONE

IDENTIFY SOURCE/METHOD OF OBTAINING JOBS INFORMATION

Job numbers are based on zoning, building & parking permits; data provided by economic development and downtown promotional organizations such as the Barre Partnership and Barre Area Development Corporation; media reports; presentations to the Barre City Council; and word-of-mouth in the community.

ADDITIONAL INFORMATION (under identify source /method)

NONE

TRANSPORTATION ENHANCEMENTS

During the 2023 reporting period, there were no additional parking improvements or transportation enhancements made in the TIF district. Parking improvements made to date have included a net increase in the number of available parking spaces; increased signage; streetscape improvements, better lighting and crosswalks for pedestrian and driver safety; and improved connectivity between the North Main Street shopping district and municipal parking areas located behind the buildings. An unexpected benefit of the downtown parking improvements has been an increase in the number of overnight parking spaces available for people who live in the downtown, making downtown housing more attractive to those looking to rent.

The City has experienced a significant decrease in usage of public parking by shoppers and employees in the downtown as a result of the shift to remote working and online shopping during and following the COVID pandemic. Many employees have returned to the office, at least on a partial basis, but it is still an open question as to what long-term impact changing work and shopping patterns will have on future parking needs.

BUSINESS DEVELOPMENT

Business development was outlined earlier in this report under Employment Opportunities, including information on new businesses, businesses relocations within the district, and business closings.

UNFORESEEN EVENTS Please describe any unforeseen events (such as flooding) that have impacted the TIF District, its improvement projects, or private developments. Also detail how the municipality is working through those challenges.

The community continues to recover from the significant negative impacts of the COVID pandemic on the economy. With a usual staff complement of 100 employees, the City of Barre had 10 openings ranging from rank-and-file staffers to department heads as of the end of FY23. Statewide low unemployment rates and rising compensation packages being offered by private employers continue to contribute to the shortages, and staffing shortages play a large part in the City's ability to provide the levels of service residents had come to expect. The availability of contractors and supplies continue to hinder the implementation and completion of infrastructure improvements, planning initiatives, and equipment purchases, including planning for additional TIF district projects. Contractors continue to experience the same impediments to private development projects. Real estate sales continue at a brisk pace, with sales prices running well above assessed values, in spite of much higher mortgage interest rates and shrinking available housing stock.

Barre City experienced significant flooding in July 2023, impacting much of the downtown including nearly all of the TIF district. Flood details will be reflected in next year's annual report.

CURRENT TIF DISTRICT ACTIVITY: Please include details regarding FY24 activities (this can include updates regarding specific projects, potential substantial change requests, etc.)

In light of changing economic circumstances and community needs beginning two years ago focus shifted to reviewing the 2012 TIF plan, and what the emerging demands are for public and private development in Barre City. There is additional capacity in Barre City's TIF plan, and the VT Legislature's actions in 2021 and 2022 extended the debt incurrence window by two years. During the 2023 session, the legislature extended the debt incurrence window an additional two years to March 2026. Debt incurred by 2026 will likely require a longer debt payback timeline, and so the legislature also extended Barre City's increment retention by 5 years to 2039.

While the additional extension for the incurrence of debt has given us some breathing room, the continuing post-COVID impacts of inflation, staffing shortages, and lack of contractors and developers has delayed any plans for possible infrastructure improvements and private development. The City is working with White + Burke Real Estate Advisors, who assisted with drafting the original TIF plan and application, to assess the viability of public and private projects identified in the 2012 TIF plan, and identify needs and opportunities that have shifted in the intervening decade.

Once potential projects have been identified, the City will work with VEPC on consideration of a Substantial Change request. Barre City has seen the positive economic impact of the TIF

Narrative sections for FY23 TIF annual report

district, and doesn't want to shortchange the opportunities to make additional public infrastructure improvements in support of continuing private development.

NAICS codes for 2023 annual TIF report

Code	Industry Title	Estimated # employees change
11	Agriculture, Forestry, Fishing and Hunting	4 (Forbin's)
21	Mining	
22	Utilities	
23	Construction	
31-33	Manufacturing	2 (Forbin's)
42	Wholesale Trade	
44-45	Retail Trade	6 (Forbin's 4, Earthly Wonders 2, Grad n Go 2, CB Hair 2, Last Time Around -2, Salon 42 -2)
48-49	Transportation and Warehousing	
51	Information	
52	Finance and Insurance	
53	Real Estate Rental and Leasing	
54	Professional, Scientific, and Technical Services	
55	Management of Companies and Enterprises	
56	Administrative and Support and Waste Management and Remediation Services	
61	Educational Services	

Narrative sections for FY23 TIF annual report

62	Health Care and Social Assistance	4 (Recovery House)
71	Arts, Entertainment, and Recreation	
72	Accommodation and Food Services	0 (Taste VT 2, Made in Brazil -2)
81	Other Services (except Public Administration)	
92	Public Administration	

CERTIFICATION OF INCREMENT AND ANNUAL REPORT

STATUTORY REQUIREMENT: (24 VSA §1895) "As of the date the district is created, the lister or assessor for the municipality shall certify the original taxable value and shall certify to the legislative body in each year thereafter during the life of the district the amount by which the total valuation as determined in accordance with 32 VSA Chapter 129 of all taxable real property located within the tax increment financing district has increased or decreased relative to the original taxable value."

RULE REQUIREMENT: (SECTION 903) "Increase/Decrease in Assessed Valuation: Each year following the year of creation, the listers or assessor shall certify to the municipal legislative body the amount by which the total assessed valuation of taxable properties within the TIF District has increased or decreased compared to the municipal and education OTV. Prior to providing the certification to the municipal legislative body, the listers or assessor shall have the calculation of the increase or decrease, including an examination of the disposition and tax status of each parcel within the District, verified by a second party. Selection of the second party is up to the municipality and may be an individual within or outside of the municipal government. However, the individual should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment. A copy of the certification of the value and the increase or decrease must be included in the Annual Report required by Section 1004.2 of this Rule along with a certification that a second party reviewed the information. The Council will provide a form on which to provide this certification."

SECTION 1: Certification of Increment by Assessor or Lister and 2nd Party Reviewer

Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete. The second party reviewer should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment.

- We certify that, per TIF Rule Sections 903 and 1004.2, we have examined and verified the current value, the calculation of the increase or decrease in property values, the disposition and tax status of each parcel within the District, and any other issues relevant to the parcels listed in the Certified OTV Property Report.
- We have certified to the municipal legislative body, at a regular or duly warned meeting that the information provided in this report represent true and accurate statements.

Signature of Assessor or Lister

><

Name: _____

_____ Title

_____ Date

Signature of 2nd Party Reviewer

><

Name: _____

_____ Title

_____ Date

SECTION 2: Certification of Annual Report

Provide the date the annual report was presented to the municipal legislative body. Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete.

Date report presented to the municipal legislative body:

- I certify that I am an official of the reporting municipality with the authority to report on this TIF District on behalf of the municipality.
- I certify that the annual report data entered and all documents attached in support of this annual report are true, correct and complete to the best of my knowledge.

Signature of Authorizing Official*

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Name: _____

_____ Title

_____ Date

* Authorizing Official is the Chief Executive Officer of the municipality as defined by 10 VSA § 683(8) such as a Select Board or City Council Member, Town or City Manager, or Town Administrator.



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 2/6/24

Agenda Item No.: 8-D

AGENDA ITEM DESCRIPTION: Approve changes to the Grants Management Policy

SUBMITTING DEPARTMENT or PERSON: The Manager

STAFF RECOMMENDATION: Approve the recommended amendments

BACKGROUND INFORMATION:

The City’s Grant Management Policy was last revised in April 2021. The primary purpose of bringing changes to the policy is that as a result of the July 2023 flood, the City will be processing and receiving FEMA Public Assistance. These awards are technically grants, and in order to more readily process these grants, a change in the existing policy was required.

As a result of needing to make changes for FEMA Public Assistance grants, staff reviewed the policy as a whole and recommends some additional changes based on our experience implementing the policy. The proposed changes would:

- Make technical and conforming language changes for clarity;
- Provide that grant agreements would only require acceptance by the Council if the grantor specifically requires acceptance by the legislative body or if the terms of a Council-approved application have materially changed; and
- Create exceptions from the policy for the following types of grants:
 - Reimbursements from other governments that take the form of grants (i.e. FEMA Public Assistance)
 - Administrative grants (i.e. PACIF grants)
 - Grants with no match requirements that fund existing operational functions or asset replacement/upgrade; and
 - Grants under \$25,000 (this proposed threshold is consistent with amounts under which the City may execute contracts without City Council approval under the [Procurement Policy](#)).

FUNDING SOURCE(S): Not Applicable.

LEGAL AUTHORITY/REQUIREMENTS: [§405 of the City Charter](#)

ATTACHMENTS: Marked-up Grants Management Policy

RECOMMENDED ACTION/MOTION:

Move to approve amendments to the City of Barre Grants Management Policy.

CITY OF BARRE
GRANTS MANAGEMENT POLICY

PURPOSE

Barre City recognizes that grant funding provides significant resources to enhance the City's ability to provide services and activities not otherwise available. City staff within the authority of the City ~~council~~Council, may seek grant funding for activities that are determined to further core City functions or that provide for activities which are in the best interests of our ~~citizens~~residents. The purpose of this policy is to ensure that acceptance of each award granted to the City is formally authorized by the City Council. Further, this policy is intended to provide procedures relating to the requirements for grant applications and awards, and to ensure that City ~~departments~~Departments are accountable for proper grant documentation, administration, and activities.

AUTHORITIES

Grant applications may be completed by ~~Department Directors, City staff administrators,~~ City Committees, third parties designated by the Manager, and/or City Councilors, and are hereinafter referred to as the Applicant. All non-staff ~~applicants~~Applicants are responsible for coordinating with the ~~Grants Administrator~~City Manager or their designee to ensure compliance with the provisions of this Policy and/or any Grant Award/Grant Agreement for which the ~~applicant~~Applicant was the sponsor. The application may be submitted after approval from the City Manager and/or, if appropriate, the City Council, in accordance with this policy.

All grant contracts will be approved in accordance with the City's Procurement Policy and procedures and all grant applications will be signed by the City Manager as the MAO (Municipal Authorizing Official) or the Manager's designee (as documented in writing).

PRE-APPLICATION REVIEW FORM

The City of Barre assumes a legal and financial obligation to a grantor, contractor, or partner when it accepts grant funding. Any ~~individual (i.e. applicant)~~Applicant considering applying for a grant must ~~contact~~coordinate with the City Manager before preparing a grant application or proposal. ~~Administrative grant applications deemed by the City Manager to be routine, such as the PACIF Grant Program, can be approved solely by the City Manager.~~

Commented [N51]: Addressed under "Exceptions"

Once a grant opportunity is identified by an Applicant, a Grant Application Review Form (GARF-Attachment A) must be completed and sent to the City Manager, before ~~proceeding with a grant application~~the grant may be considered by the City Council. This form must indicate:

Financial Elements

1. Funding Agency and Program
2. Level of grant funding sought
3. Purpose and Scope of project
4. Amount of match or in-kind requirements
5. Is there requirement for the City to make a commitment to permanently employ project staff at the end of the grant? If so, explain.
6. Does this grant involve significant partnerships with other organizations (requiring Memorandums of Understanding or Intergovernmental Agreements)?
7. How does this proposed grant align with the City's strategic priorities and/or Department's Operating Plans?
8. How does this grant provide for or expand services to address critical need?

Program Requirements

Does the proposed grant:

1. Align with City's strategic priorities and/or department's operations plans?
2. Provide or expand services to address critical need?
3. Fall within the City's capacity to administer the financial and administrative aspects of the grant?

The City Manager and City Council must approve the project's budget, in-kind match and any commitments about sustaining the project after the grant ends.

RESPONSIBILITY FOR MAINTENANCE OF FILE AND PUBLIC DISCLOSURE

Upon initiation of the grant application process, an electronic folder shall be established in the City's network ("~~S~~" Drive or ~~SharePoint folder when developed~~), as designated by the originating ~~Department Director or administrator~~ City staff and as coordinated with the Grants Administrator and/or the Finance Director. The original grant contract and any approved amendments shall be retained by the appropriate Department Director (or designee) with digital copies to the network folder for accessibility by the Finance Director and/or the Grants ~~administrator~~ Administrator for administrative support and auditing purposes. (Note: Because the Police Department has a separate secured server, centralized electronic storage logistics shall be coordinated on a case-by-case basis between the Police Department and Grants Administrator). The official grant file, including a copy of the signed contract and all documents associated with the grant, including but not limited to the contract and amendments, applications, pre-application questionnaire, activity reports, requests for reimbursement, fiscal reports, and other correspondence will be maintained by the initiating ~~department~~ City staff. Original grant applications and related documents prepared by a non-staff member shall be forwarded to the Grants Administrator. The non-staff party may retain copies (Xerox or electronic) for committee files. Any destruction of these records will be in accordance with grantor/federal requirements and/or the approved retention schedule in the appropriate department. Public ~~diseloseure-records~~ requests regarding grants will be referred to the initiating ~~department~~ City staff for coordination of public records gathering and release.

GRANT ROLES AND RESPONSIBILITIES

The ~~applicant~~ Applicant, with the assistance/support of the Finance Director and/or Grants Administrator, is responsible for the oversight of grant related financial activity. Non-staff grant ~~applicants~~ Applicants (i.e. Committee Chairs, Councilors, etc.) are responsible to coordinate grant and financial administration with the Grants Administrator and Finance Director. The Finance Director and/or Grants Administrator reviews financial reports generated by recipient departments, works with the City Attorney to identify and investigate issues that may arise with respect to the management of City grants, and provides general oversight of other grant related issues, including the proper budgeting and finance for grants and other responsibilities indicated throughout this policy. The Finance Department is responsible for creating a grant fund and/or project number, which is used to recognize grant revenue and expenditures in the department's budget.

Applicants that apply for and utilize grant funds are responsible for coordinating all aspects of the grant process with the Grants Administrator. These include planning for grant acquisition, preparation and submission of grant proposals to the City Manager, preparing City Council Agenda items apply for and/or to accept grant awards, preparing budget revision requests, developing grant implementation plans, managing awarded grants and projects, preparing and submitting reports to grantors, and properly closing out grant projects as detailed in this policy and the grant agreement. The following roles further define grant related responsibilities of the ~~applicant~~ Applicant:

- Communicate grant related information to all relevant staff ~~in their department~~ with awarded grant responsibilities.;
- Serve as the conduit for grant related ideas and information ~~from within the department.~~;
- Obtain necessary approvals and signatures as indicated in this policy.;
- and
- Ensure City grant policy and procedures are-is being followed ~~in the department~~.

Subject to the authorization of the City Council, the City Manager has authority to approve and sign grant applications ~~for City operating departments~~ at the time of application submission. In addition, the City Manager shall be the final arbiter of which department will submit the application ~~when internal competition for a grant application cannot otherwise be resolved or to obtain approval with regards to approving submission of to submit~~ multiple applications to a grantor.

CONFLICT OF INTEREST

Real or perceived conflicts of interest shall be avoided in the preparation of any grant application. When in doubt, the City's Conflict of Interest Policy shall be referenced in the preparation of any grant application for the City. Potential conflicts of interest shall be disclosed to the City Manager and/or City Council for assessment prior to the preparation of any grant application.

LETTER OF SUPPORT REQUESTS FROM EXTERNAL ORGANIZATIONS

External organizations frequently seek support from the City for grant applications they intend to submit to grantors. Requests for such support are often made to ~~department staff or directors~~ City staff whom that may be are unaware of whether other City departments are competing for the same grant opportunity. Additionally, there may be other reasons why it would not be in the City's interests to provide a letter of support. Requests for such letters of support should be forwarded to the City Manager for response. Letters of Support may be executed by the City Manager, unless the City Manager determines that circumstances warrant authorization by the Council and/or signature by the Mayor. This shall not pertain to project partners who are submitting non-conflicting grant application.

COUNCIL APPROVAL TO ACCEPT AWARD

The Applicant requesting acceptance of a Grant Award and underlying grant agreement must prepare a Council agenda item and submit it to the City Manager for the Council's authorization to accept the Grant before executing and returning and Award documents if (1) acceptance by the legislative body is required by the grantor, or (2) the grant terms and amounts have materially changed since application was approved by the City Council. The agenda item must be accompanied by the award letter, grant agreement and any other required documentation, to the extent such documents are made available by the grantor prior to the requirement that the award be accepted.

Once the City Council has approved the grant award, and unless otherwise directed by the City Council, the City Manager, or their designee, shall be authorized to sign the grant. Once duly executed, the ~~department Director~~ City Manager or their designee is responsible for submitting the grant award acceptance to the grantor.

~~The Department Director~~ The City Manager or their designee must provide a digital copy of the fully executed grant agreement to the Finance Director and Grants Administrator when the fully executed grant award is returned to the City by the grantor.

APPLICATION SUBMISSION

Each grant application submitted ~~by for consideration to the City Manager or City Council or~~ on behalf of the City should be aligned with an established City priority, or otherwise advance the City's interests, meets the City's expectations of document quality, has and have matching funds available if required by the grantor. In addition, applications must demonstrate consideration to, and that the means for continuation of the project or program when the grant period ends ~~has been given realistic consideration and is in receipt of final approval by the City Manager and City Council~~.

The ~~department~~ City Manager submitting the grant application is responsible for ensuring that pre-application assessment factors noted above have been evaluated and completed prior to submissions.

EXCEPTIONS

The following types of grant applications shall be exempt from the requirements of this policy and may be approved administratively by the City Manager:

- Reimbursements from other governments that take the form of grants (i.e. FEMA Public Assistance);
- Administrative grants (i.e. PACIF grants);
- Grants with no match requirements that fund existing operational functions or asset replacements/upgrades; and
- Grants under \$25,000.

The City Manager shall notify the City Council of any grant applications made or accepted by the City under this section.

USE AND RECEIPT OF GRANT FUNDS

Grant funds must be properly used and received by the City of Barre. Violations can result in a range of penalties, including suspension of future fund from the grantor, return of all funds associated with the award, including those already expended, and civil and/or criminal penalties.

~~Any procurement activity associated with grant funded projects or programs shall follow the Barre City Procurement Policy.~~

Commented [NS2]: Duplicate language from "Authorities" section.

Fixed assets purchased with federal or state funds, with an acquisition cost of \$5,000 or greater, must be inventoried, tagged (where practical) and tracked as such in NEMRC fixed asset module. Asset ownership, transfers and disposal of assets need to be properly documented and follow the guidelines within the grant agreement. Federal equipment should be inventoried at least every two (2) years in order to safeguard against theft, damage, or loss.

GRANT REPORTING

Grants awarded to the City may require that progress, programmatic and financial reports be submitted to the grantor. Accurate and timely reporting is critical to maintaining a good relationship with the grantor. Late or inaccurate reports may negatively impact current or future funding.

Copies of all financial status, programmatic report and final reports prepared for submission to the grantor shall be provided to the City Manager (or Manager's designee), ~~and the Finance Director,~~ and Grants Administrator for content and quality review. Upon acceptance, ~~the Department Director will place~~ a copy of the report will be placed in the network folder for audit purposes.

GRANT RECORDS RETENTION

Unless otherwise specified in any grant agreement, the City of Barre maintains records for three years following the closure of its most recent audit report. If any litigation, claim, negotiation, audit, or other action involving grant records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which rise from it, or until the end of the applicable retention period, whichever is later.

Typical documentation preserved in grant files shall include, as appropriate:

- Statistical and other information used in preparation of and support of the grant
- Award (award letter, council agenda item, grant agreement, grant amendments, modifications, extensions, cancellations and termination and anything else related to the award)
- Statistical and other information used in preparation of and support of the grant
- Finance (account set up, purchase orders, invoices)
- Reports (reports to granting entity and evaluation components).



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 2/6/24

Agenda Item No.: 8-E

AGENDA ITEM DESCRIPTION: Discuss changes to ordinance from FOP contract negotiations

SUBMITTING DEPARTMENT or PERSON: The Manager

STAFF RECOMMENDATION: Discussion and awareness

BACKGROUND INFORMATION:

The City has recently begun negotiations with the Fraternal Order of Police Lodge 004 to renew an expiring collective bargaining agreement. While those negotiations are in early stages, both parties have identified a shared goal of modernizing sections of Chapter 2, Article V, Division 6 of ordinance.

Those antiquated sections of ordinance prescribe procedures for, among other items:

- Appointment of police officers
- Probation periods
- Promotions

Both parties believe these matters are best addressed by the contract and Department policy.

While we are not prepared for a full first hearing on the proposed changes, a draft mark-up of the ordinance in question is intended to show *preliminary* amendments as we continue to work through the negotiation. It is anticipated that we will formally warn a first hearing for an ordinance change at an upcoming meeting.

FUNDING SOURCE(S): Not Applicable.

LEGAL AUTHORITY/REQUIREMENTS: [Division 6 of Article V of Chapter 2 of City Ordinance](#) and [§107 of the City Charter](#)

ATTACHMENTS: Preliminary and draft amendments to Police Department Ordinance

RECOMMENDED ACTION/MOTION:

None.

DIVISION 6. POLICE*

Sec. 2-103. Established; purpose; powers and duties.

The police department is hereby established for the purpose of providing for enforcement of the laws, apprehension of criminal offenders, guarding the public safety, preventing crime, controlling vehicular traffic, and generally to carry out the functions and perform duties assigned to the police. (Ord. No. 1965-4, Sec. 12.10.01)

Sec. 2-104. Chief of police designated as director; acting director.

The Chief of police shall be director of the police department. In ~~his-their~~ absence or in case of ~~his-their~~ disability, the ~~highest-highest~~-ranking officer of the regular division on duty shall be the acting director of the department, unless the city manager designates a deputy chief or an acting chief (Ord. No. 1965-4, Sec. 12.10.03; Ord. No. 1983-7, 10-26-83)

Sec. 2-105. Reserved.

Editor's note--Ord. No. 1984-1, adopted Feb. 21, 1984, repealed Sec. 2-105. Said former section, relative to divisions of the police department, derived Ord. No. 1965-4, Sec. 12.10.02, Ord. No. 1976-1, adopted May 4, 1976; Ord. No. 1977-2, adopted Aug. 23, 1977; Ord. No. 1978-2, adopted May 9, 1978; Ord. No. 1980-7, adopted July 15, 1980; Ord. No. 1983-1, adopted Jan. 13, 1983; and Ord. No. 1983-6, adopted June 21, 1983.

Sec. 2-106. Appointment procedures; annual examinations; required removal.

Members of the police department shall be appointed by the city manager following the ~~same~~ procedures as ~~is~~ prescribed for firemen in a duly executed collective bargaining agreement between the City of Barre and the union representing police officers. ~~They shall be subject to the same annual examinations, and to the same effect with respect to removal, as is provided in this chapter.~~ (Ord. No. 1965-4, Sec. 12.10.04; Ord. No. 1983-7, 10-26-83)

Sec. 2-107. Probations.

No person shall be deemed to be a regular police officer or member of the regular division, until ~~he has~~ they have satisfactorily served a probationary period ~~of six (6) months on duty with the regular division consistent with a collective bargaining agreement duly executed by the City and the union representing police officers.~~ An appointee, ~~during the probationary period~~ may be discharged without cause or hearing by the city manager during the probationary period. (Ord. No. 1965-4, Sec. 12.10.04; Ord. No. 1983-7, 10-26-83)

Sec. 2-108. Eligibility for employment and promotion.

No person shall be eligible for appointment as a police officer or promotion in rank in the police department, unless ~~he is~~ they are a graduate of a high school or equivalent secondary school, or ~~has~~ have been granted a high school equivalence certificate by the state board of education. Certified proof of such graduation or grant of an equivalence certificate shall be presented to the

city manager, or their designee, before action is taken on appointment or promotion. (Ord. No. 1965-4, Sec. 12.10.04; Ord. No. 1983-7, 10-26-83)

Sec. 2-109. Removal; suspension.

Members of the police department who are regular police officers in the regular division may be removed or suspended by the city manager, as provided by general law. (See 24 V.S.A.1932) Members of all other divisions may be removed or suspended by the city manager without hearing. (Ord. No. 1965-4, Sec. 12.10.05; Ord. No. 1983-7, 10-26-83)

Sec. 2-110. Promotions.

~~(a) When a vacancy occurs in the regular division in the rank of sergeant or higher, no one shall be eligible to fill the vacancy, by promotion or otherwise, unless he has been an official of a regular active police force for at least three (3) years immediately prior to the opening of a vacancy.~~

~~(b) Promotions in rank shall be made on basis of examination and other factors, in the same manner as members of the state police are promoted. Examinations and grading shall be conducted by an agency or organization not connected with the government of the city.~~

~~(c) A person appointed to the grade of sergeant or higher shall serve a probationary period of six (6) months during which time he may be demoted, reduced in rank or reduced to the grade of patrolman, by the city manager, without hearing.~~

~~(d) The provisions of this section notwithstanding, †The city manager may appoint any member of the regular division to a temporary grade, but only for a period of not more than three (3) months, during which the vacancy shall be filled in accordance with other provisions of this section.~~

~~(e) The city council shall establish by resolution the appointment procedures for the office of chief of police separately from the regulations set forth for promotions to the grade of sergeant or higher. (Ord. No. 1965-4, Sec. 12.10.06; Ord. No. 1983-1, 1-13-83; Ord. No. 1983-6, 6-21-83; Ord. No. 1983-7, 10-26-83)~~

~~Sec. 2-111. Regulations governing conduct; publication requirement.~~

~~The members of the police department shall be governed by regulations of the department presently in force. Such regulations may be amended by the council. They shall be published in an appendix to this Code. (Ord. No. 1965-4, Sec. 12.10.07)~~

Secs. 2-~~112~~111--2-116. Reserved.