

REGULAR COUNCIL MEETING

Tuesday, March 26, 2024 6:00pm

<https://us06web.zoom.us/j/88982525535?pwd=VzIXOU5tald0YkgvSUdTcldqSUVGOT09>

Meeting ID: 889 8252 5535 Passcode: 675736

One tap mobile 929-205-6099

1. Call to Order – 6:00 p.m.
2. Executive Session – real estate (*public session to resume approx. 6:15 p.m.*)
3. Adjustments to the Agenda
4. Visitors and Communications
5. Consent Agenda
 - A. Approval of Minutes
 - i. Regular City Council Meeting of Tuesday, March 19, 2024
 - B. City Warrants:
 - i. Approval of City Warrants from Week of March 27, 2024
 - C. Clerk’s Office Licenses and Permits
 - D. Approve 2024 coin drop schedule
 - E. Authorize the Manager to execute contract(s)
 - i. Wright Pierce
 - ii. Alliance Group Services
6. City Clerk & Treasurer Report
7. Liquor/Cannabis Control Boards
8. City Manager’s Report
9. New Business
 - A. Supplemental Environmental Project proposal (M. Braun)
 - B. FY25 Budget update (Manager)
 - C. Housing meeting follow-up actions
 - i. Create \$250,000 ARPA-funded housing trust fund (Mayor)
 - ii. Direct City Attorney to draft short-rental ordinance with fee structure (Mayor)
 - iii. Authorize the Manager to issue an LOI for redevelopment of the Campbell parking lot (Mayor)
 - iv. 1st Reading Warned 7:45PM: Ord. #2024-02: Amend the definition of substantial improvement (Lauzon)
 - D. Discuss proposed Charter changes (Stockwell/Cambel)
 - E. 2nd Reading Warned 8:00PM: Ord. #2024-01: Police ordinance modernization (Manager)
10. Upcoming Business
11. Round Table
12. Executive Session – negotiations
13. Adjourn

The next meeting of the City Council is scheduled for Tuesday, April 2, 2024.

The portion of this meeting starting at 6:00pm will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon at cvtv723.org/

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

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



City of Barre, Vermont

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

MEMO

TO: City Council
FROM: The Manager
DATE: 3/22/2024
SUBJECT: Packet Memo re: 3/26/2024 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 meeting will be Tuesday, April 2, 2024 at 6:00PM.

8-A Supplemental Environmental Project proposal (Michelle Braun and Danielle Owczarski)

The Assurance of Discontinuance (AOD) that the City of Barre and the Agency of Natural Resources (ANR) agreed to in January 2024 requires that the City invest in a supplemental environmental project. Since shortly after the AOD was executed, we reached out to Friends of the Winooski and the Barre River Access Task Force for assistance in development of a project. Michelle Braun and Danielle Owczarski will be present to outline a project that we plan to submit to ANR.

8-B FY25 Budget Update (Manager and Assistant City Manager)

Following the Council's wise decision to delay Town Meeting Day to May 14, we were able to advocate and secure \$1 million in operational funding from the State. That funding has allowed us to prepare a budget for Council's review and consideration that avoids the deepest and most painful cuts we had been prepared to make earlier this winter. Our proposed budget would result in a projected tax rate increase of 4.85%.

8-C Housing meeting follow-up actions (Council)

In response to the Council's stand-alone meeting to discuss housing issues, the following items are presented to Council for discussion and action:

- Creation of an ARPA-funded Housing Trust Fund;
- Draft a short-term rental ordinance of fee structure;
- Issue LOIs to redevelop City-owned property; and
- Amend flood hazard regulations to amend the definition of substantial improvement
 - *Please note we are still reviewing legal advice with regard to whether this last action can be initiated by the City Council or if it must originate with the Planning Commission.*

The PowerPoint presentation delivered by the Mayor last week and Councilor Lauzon's Housing Incentive Program hand out are both included at the end of the full packet.

8-D Discuss proposed Charter changes (Councilors Stockwell/Cambel)

This agenda item is intended to allow Councilors and the public to discuss the merits and content of the proposed Charter changes. The proposed changes include:

- Elimination of school district language;
- Move Town Meeting Day to the second Tuesday in May;
- Allow 16- and 17-year olds to vote in local elections (except school-related elections); and
- Separate the Clerk and Treasurer positions, and make the Treasurer appointed.

Please note, the change to limit participation on City committees to City-residents has been withdrawn.

**Regular Meeting of the Barre City Council
Held March 19, 2024**

The Regular Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 6:00 PM at City Hall, Barre, Vermont. In attendance were: From Ward I, Councilors Emel Cambel and Thom Lauzon; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Michael Deering and Samn Stockwell. City staff members present were City Manager Nicolas Storrellicastro, Homelessness and Housing Coordinator Tess Taylor (arrived 6:13 PM), and Clerk/Treasurer Carol Dawes.

Absent: NONE

Adjustments to the Agenda: NONE

Visitors and Communications: NONE

Approval of Consent Agenda:

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

- A. Approval of Minutes:
 - i. Regular meeting of March 12, 2024.
- B. City Warrants as presented:
 - 1. Approval of Week 2024-12, dated March 20, 2024:
 - i. Accounts Payable: \$317,357.29
 - ii. Payroll (gross): \$143,235.29

New Business –

A) Housing Discussion

Mayor Hemmerick gave a PowerPoint presentation on housing actions in the City including shifting trends, existing priorities and policies, active projects, potential opportunities and constraints, new projects, and priorities for future Council agendas.

Councilor Lauzon handed out copies of his proposal to create a housing incentive program to provide assistance in buying down construction costs as a way to encourage development. He said he shared his proposal with local legislators and the administration to seek state support and funding. Councilor Lauzon said his plan is similar to the 5-year property assessment freeze plan that is included in Governor Scott's housing package. Councilor Lauzon said he also proposed an additional 2 year extension for Barre City's TIF district due to the flooding and related damage, and requested the creation of a second TIF district in the North End.

There was discussion on Vermont Housing Improvement Program funding opportunities, use of ARPA funds to create a revolving loan fund, and offering loans and loan forgiveness rather than tax stabilization.

Bernadette Rose said it will be helpful to have the time between Council housing discussions to talk about and chew on what's being discussed.

David Sichel, chair of the Planning Commission, said subsidies for housing can come from three different sources: 1) grants; 2) tax anticipation notes; and 3) tax abatements. Mr. Sichel said money is needed to start any development.

Amy Galford said the City should be careful about creating a revolving loan fund, as it takes expertise to administer such a program. Ms. Galford said she is wary about putting ARPA money into housing instead of needed infrastructure improvements. She said the City should look into redevelopment of

To be approved at 03/26/24 Barre City Council Meeting

vacant houses, review the criteria for repairing flood-damaged properties, and review the required permits and fees. She said housing development needs to include accessible and affordable housing where people can age in place.

Downstreet Housing & Community Development executive director Angie Harbin said they have experience administering revolving loan funds. Ms. Harbin said the Granite City Apartments being built in the former Ward 5 school building have started construction, and are slated to begin leasing in October.

There was discussion on shared equity housing financing available through Downstreet, rehabilitating empty houses, joining the cohort of small developers, enforcing minimum housing codes, and loss of buildings in the downtown over the years.

Rep. Peter Anthony talked about incorporating childcare into housing development. Ms. Harbin said Downstreet has had difficulty including childcare in recent developments in the area.

Steven Restelli said the building next to the Wheelock House has been vacant for years, and wondered if the City could establish a vacant building tax. Mr. Restelli said the building at 2 Orchard Street should be valued as a residential parcel rather than commercial, and he noted the building next to the post office was destroyed by fire and the lot is now vacant.

Sonya Spaulding asked that the presentations from the Mayor and Councilor Lauzon be shared with the public. Manager Storlicastro will include them in next week's packet of materials.

Michelle Hebert said in addition to high construction costs, there is also a shortage of available tradespeople, which is adding to the costs and delays in development.

The meeting adjourned at 7:38 PM on motion of Councilor Waszazak, seconded by Councilor Lauzon.
Motion carried.

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

Respectfully submitted,

Carolyn S. Dawes, City Clerk



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 03/26/2024**

Consent Item No.: D **Discussion Item No.** _____ **Action Item No.** ____

AGENDA ITEM DESCRIPTION:

Approve 2024 coin drop schedule

SUBJECT:

Same

SUBMITTING DEPARTMENT/PERSON:

Carol Dawes, clerk/treasurer

STAFF RECOMMENDATION:

Approve coin drop requests for 2024

STRATEGIC OUTCOME/PRIOR ACTION: *Not applicable*

EXPENDITURE REQUIRED: *None*

FUNDING SOURCE(S): *Not applicable*

LEGAL AUTHORITY/REQUIREMENTS:

BARRE CITY COIN DROP POLICY: It will be the policy of the City of Barre that all coin drop requests within our borders be approved by the City Council and the Barre City Police Department. This policy will also apply to any gift drop. The authority to regulate coin drops on town highways is in accordance with 23 V.S.A. Sec. 1056. The Barre City Council or Police Dept. has the right to deny permission if it feels that the coin or gift drop would create safety hazards or undue traffic congestion.

BACKGROUND/SUPPLEMENTAL INFORMATION: *None*

LINK(S): *Not applicable*

ATTACHMENTS:

2024 coin drop requests schedule

INTERESTED/AFFECTED PARTIES:

City Clerk, police department, vehicular traffic through downtown Barre

RECOMMENDED ACTION/MOTION:

Review request and approve list of 2024 coin drops

2024COIN DROP LOG*

***Notes:**

- a. 3 week intervals required by Policy. Available dates pre-set based on 3 week interval
- b. 6 event maximum (+ Council December event)
- c. Requests accepted after January 1st each year. Priority given based on date/time of receipt, and whether the applicant had a coin drop the previous year
- d. Project Graduation permanently approved for an annual coin drop - 1st Saturday in May unless rescheduled
- e. Review Policy for each request - approved coin drops must coordinate safety, signage and location with PD
- f. must fall between March 31 & December 20
- g. Location must be lower Washington Street or N. Main Street in front of Domino's
- h. Organizations that receive voter-approved funding cannot have a coin drop in the same fiscal year

Drop #	Date	Organization	Location	Time	Contact	email	Phone Number	Notes
2024								
1	04/13/24	Barre Lions Club	N. Main Street	9:00 AM - 2:00 PM	Lucas Herring	barrelionsclub@gmail.com	272-8222	requested 1/2/24
2	05/04/24	Project Graduation	N. Main Street	9:00 AM - 2:00 PM	Michaela Martin	michaelamartinvermont@gmail.com	476-4800. 249-6833; 595-2630	1st Saturday in May permanently approved
3	06/08/24	CV Special Olympics	N. Main Street	9:00 AM - 2:00 PM	Tim Pouliot	tdpouliot@charter.net	535-1564	requested 1/2/24
4	07/06/24	Barre Area Veterans Council	TBA	TBA	Ron Tallman	1stvtcav@gmail.com ; barrevetCouncil@gmail.com	279-1376, 479-9073	requested 1/4/24
	07/27/24	Heritage Festival - no coin drops						
5	08/03/24	Kiwanis Club	N. Main Street	9:00 AM - 2:00 PM	Paula Dolan	jpdolan23@aol.com	476-7414 (h)/ 249-7542 (c)	requested 1/15/24
6	10/05/24	Barre Figure Skating Club	N. Main Street	9:00 AM - 2:00 PM	Erika Dolan	barrefigureskatingclub@gmail.com	272-3825	requested 1/8/24
7	12/07/24	City Council - Xmas for Kids	N. Main Street	8:00 AM - 1:00 PM	Michael Boutin			1st Saturday in December permanently approved



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 3/26/2024

Agenda Item No. 4-E

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

SUBJECT: Procurement Policy

SUBMITTING DEPARTMENT/PERSON: The Manager

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

BACKGROUND INFORMATION:

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

Service/Material	Vendor	Cost and Funding Source	Notes
Wastewater Treatment Facility Upgrades	Wright Pierce	Three separate amendments. All costs are funded by a State Clean Water Revolving Fund loan. Up to 50% of the loan (to \$100,000) can be forgiven once the project moves to construction. <ul style="list-style-type: none"> \$216,500 for a collection system evaluation \$151,600 for a rate study and intermunicipal agreement review 	These two amendments are for deliverables required by the Assurance of Discontinuance that the City of Barre and the Agency of Natural Resources settled in January 2024.
City Hall HVAC replacement	Alliance Group Services, LLC	\$37,272 <ul style="list-style-type: none"> Full amount paid from the unspent bond funds from the \$560,000 bond which has \$122,000 remaining. 	This funds a replacement of the rooftop unit and installation of a heat pump for staff offices leading to the old Police Station. Alliance responded to a requests for proposals issued by the City for this work.

ATTACHMENTS: Wright-Pierce amendments, Alliance proposal

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

RECOMMENDED ACTION/MOTION:

Move to authorize the City Manager to execute contract(s) as described above.



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(202) 347-7474
www.acec.org

American Society of Civil Engineers
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
The City of Barre, Vermont (“Owner”) and
Wright-Pierce (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
20-Year Collection System Engineering Evaluation (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Study and Report Phase Engineering Services, as summarized in Exhibit A

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Invoices will include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. Opinions of Total Project Costs and any revisions thereof should reflect compliance with

American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of Vermont.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Agency* – The Vermont Department of Environmental Conservation Water Investment Division.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. [not used]
- E. Exhibit E, Notice of Acceptability of Work. [not used]
- F. Exhibit F, Construction Cost Limit. [not used]
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. [not used]
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. [not used]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

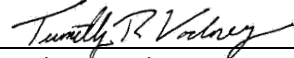
- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of the EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that will take place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it to the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Barre

Engineer: Wright-Pierce

By: [REDACTED]
Print name: Nicolas Storellicastro
Title: City Manager
Date Signed: [REDACTED]

By: 
Print name: Timothy R. Vadney, PE
Title: Vice President
Date Signed: 3/14/2024

Engineer License or Firm's Certificate No. (if required):
96528
State of: Vermont

Address for Owner's receipt of notices:
[REDACTED]

Address for Engineer's receipt of notices:
230 Commerce Way, Suite 302
Portsmouth, NH 03801

Designated Representative (Paragraph 8.03.A):
[REDACTED]
Title: [REDACTED]
Phone Number: [REDACTED]
E-Mail Address: [REDACTED]

Designated Representative (Paragraph 8.03.A):
Kristen Y. Lemasney, PE
Title: Project Manager
Phone Number: 603-570-7109
E-Mail Address: kristen.lemasney@wright-pierce.com

This is **EXHIBIT A**, consisting of [8] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: See list of scope activities below under Section A101.A.14.
 - b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

Exhibit A – Engineer's Services

Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner’s facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as “Project Strategies, Technologies, and Techniques.”
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner’s instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. Project Administration and Meetings
 - 1) Hold progress meetings with City staff to discuss milestone deliverables and review comments and questions. For level of effort estimation, three virtual meetings and one in-person meeting are assumed.
 - 2) An ALLOWANCE has been included for assisting the City with documentation and coordination requirements associated with the AOD (effective date of January 10, 2024). The activities covered by this allowance include but are not limited to: attend meetings with City and DEC staff to discuss the AOD and its

Exhibit A – Engineer’s Services

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milestone requirements, provide monthly milestone updates to City and DEC regarding progress of 20-year collection system engineering evaluation report.

b. Wastewater Collection System Assessment

- 1) Pump Station Evaluation – the City’s only existing pump station has recently undergone a comprehensive upgrade. No evaluation efforts are included under this contract. Data regarding the type and size of critical equipment installed under the upgrade to be provided by the City.
- 2) Collection System Evaluation – applicable to 40 manholes and approximately 17,500 linear feet of gravity pipe (ranging in diameter from 6” to 30”).
 - a) Review available sewer system record drawings (available in pdf), previously completed sewer system reports (Preventative Maintenance Plan, October 28, 2005, Dufresne & Associates; Sewer Collection System Assessment Reports 1 – 4, September 15, 2004 – May 5, 2005, Dufresne & Associates), and the Collection System Flood Damage Assessment (AES Northeast, December 19, 2023). Identify recommended locations for MH inspections and CCTV inspections based on the above-referenced documentation. Meet with the City to review recommended inspection locations for concurrence.
 - b) Perform CCTV pipe inspections. Subcontract with a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP)-certified CCTV subconsultant. Subconsultant shall clean and inspect via CCTV up to 17,500 linear feet (LF) of sewer pipes using a NASSCO PACP-certified operator. The CCTV inspections shall be recorded using a NASSCO PACP approved software program. Subconsultant shall provide light and heavy cleaning when requested by ENGINEER to conduct the CCTV inspections. It is assumed that 50 percent of the total inspected pipes will need heavy cleaning as compared to light cleaning. Work is estimated to take up to 12 days. Provide a PACP-certified engineer for up to 120 hours full-time to oversee CCTV subcontractor. Results of inspections will be provided as a GIS geodatabase and NASSCO exchange database. Video recordings and PDF inspection reports will also be provided. An ALLOWANCE has been included to cover costs for a traffic control subcontractor where applicable. The CCTV subcontractor will determine and arrange for traffic control during pipe inspections.
 - c) Perform manholes inspections. Perform up to 40 manhole inspections in accordance with NASSCO Manhole Assessment Certification Program (MACP) standards to evaluate manhole condition. The manhole inspections will be MACP Level 2 inspection and performed by a 2-person crew. Data to be recorded includes manhole physical information, pipe sizes, direction of flow, and observations of defects or potential problems. A camera will be utilized to document the condition of appropriate parts of the manhole, including, but not limited to, the frame adjustment, chimney, walls, bench, and pipe seals. Work does not require confined space entry and is estimated to take two days. Results of inspection will be recorded and provided as a GIS geodatabase. PDF and excel formatting of results will also be provided. An ALLOWANCE has been included to cover costs for up to two days of traffic control by a subcontractor where applicable

- 3) Review and evaluate results of CCTV pipe and manhole inspections using InfoAsset. Identify structural and O&M issues and make recommendations for rehabilitation and/or replacement.
 - 4) Provide draft technical memorandum summarizing the inspection results and recommendations. Review with City and incorporate into overall 20 Year Engineering Evaluation Report.
- c. 20-year Wastewater Collection system Engineering Evaluation Report
- 1) Develop draft report summarizing the results of the evaluations completed under task b. Report to include the following in accordance with NPDES permit condition I.E Engineering Evaluation and Report/Asset Management Plan:
 - a) Description of existing facilities included in evaluation; summary of existing facilities within collection system not included in evaluation.
 - b) Description of existing pump station, including a summary of the upgraded facility and a table of critical equipment with anticipated replacement timelines.
 - c) Recommendations for collection system repairs and replacement activities and recommended timeline.
 - d) Planning-level cost estimate for repair and replacement activities.
 - e) Recommendations and recommended timeline for additional inspection activities.
 - f) Planning-level cost estimate for inspection activities.
 - 2) Coordination with the City and DEC at the 30%, 60%, and 90% Submittal Phases.
 - a) Schedule and attend Planning Meetings (all meetings assumed virtual).
 - b) Prepare and Distribute Planning Meeting Minutes.
 - c) Prepare and submit phase deliverables electronically.
 - d) Submit draft report to the City and DEC by July 8, 2024, as required by the AOD.
 - e) Respond to and address DEC comments on submittals.
 - 3) Provide electronic and hard copy of final report to City and DEC.
15. ~~Furnish 1 electronic review copies of the Report and any other Study and Report Phase deliverables to Owner within 300 days of the Effective Date and review it with Owner. See task 14.c.2).d) for draft evaluation report delivery schedule. Within 60 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner withing **30** days of receipt of Owner's and Agency's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

~~A1.02—Preliminary Design Phase~~

~~A1.03—Final Design Phase~~

Exhibit A – Engineer's Services

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~~A1.04 — Bidding or Negotiating Phase~~

~~A1.05 — Construction Phase~~

~~A1.06 — Post-Construction Phase~~

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner’s Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project’s design requirements, including, but not limited to, changes in size, complexity, Owner’s schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer’s control.
 4. Services resulting from Owner’s request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2 but only if the Owner’s request is made after completion of the Study and Report Phase.
 5. Services required as a result of Owner’s providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner’s use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues)

Exhibit A – Engineer’s Services

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and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

Exhibit A – Engineer's Services

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quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Deleted
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease

Exhibit A – Engineer's Services

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performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [] none.

Exhibit B – Owner's Responsibilities

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- B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:
- U. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
 - V. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.
 - W. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
 - X. Where the Owner directly procures American Iron and Steel products,
 - 1. Include American Iron and Steel clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications; and
 - 3. Provide copies to Engineers and Contractors.

This is **EXHIBIT C**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$216,500 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$216,500
b. Preliminary Design Phase	\$([])
c. Final Design Phase	\$([])
d. Bidding or Negotiating Phase	\$([])
e. Construction Phase	\$([])
f. Post-Construction Phase	\$([])

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner and Agency. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of [REDACTED]) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

**Exhibit C – Compensation Packet AS-2: Additional Services –
Direct Labor Costs Times a Factor Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Description/Equipment	Job Cost Rate Per Unit
CADD Bond	\$0.15/sq. ft.
Confined Space Entry Package	\$75/day
Field Books	\$20 each
Gas Meter only	\$40/day
iPad	\$5/day
Meals and Tips	At Cost
Mileage	IRS Rate
Misc. Equip.* 1-3 items	\$5/day
Misc. Equip.* 4-6 items	\$10/day
Misc. Equip.* 7-10 items	\$20/day
Misc. Fees	At Cost
Misc. Field Supplies	At Cost
Misc. Office Supplies	At Cost
Mylar	\$1.00/sq. ft.
Photocopies	\$0.10/copy
Postage	At Cost
Printing/Reproduction Cost	At Cost
Rental Vehicles	At Cost
Room	At Cost
Subcontracts	1.1 x Cost

Exhibit C – Appendix 1: Reimbursable Expenses Schedule.

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This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Accounting/Billing Classification	Hourly Billing Rate Range
Principal/Engineering Manager	\$220 to 340
Senior Project Manager	\$170 to 260
Project Manager/Senior Project Engineer/Construction Manager	\$170 to 230
Senior Project Engineer	\$160 to 220
Project Engineer	\$110 to 150
Engineer Intern/Intern Architect	\$85 to 120
Architect/Structural/Mechanical/Instrumentation/Electrical Engineer	\$130 to 275
Senior CAD Designer	\$120 to 145
CAD Designer/Senior CAD Technician	\$90 to 130
CAD Technician	\$75 to 100
GIS Analyst	\$90 to 150
Survey Crew (two people)	\$230 to 270
Field Service Manager/Technician	\$80 to 120
Office Assistant/Word Processor	\$75 to 120

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[1,000,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[10,000,000]
 - 2) General Aggregate: \$[10,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[5,000,000]
 - 2) Annual Aggregate \$[5,000,000]
- g. Other (specify):
 - 1) Products-Completed/Operations \$2,000,000
 - 2) Personal & Advertising Injury \$1,000,000
 - 3) Med. Expense (any one person) \$ 10,000
 - 4) Damage to Rented Premises (ea. Occurrence) \$1,000,000

Exhibit G – Insurance.

2. By Owner:

a. Workers' Compensation: _____ Statutory

b. Employer's Liability --

- 1) Bodily injury, Each Accident _____ \$[_____]
- 2) Bodily injury by Disease, Each Employee _____ \$[_____]
- 3) Bodily injury/Disease, Aggregate _____ \$[_____]

c. General Liability --

- 1) General Aggregate: _____ \$[_____]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[_____]

d. Excess Umbrella Liability

- 1) Per Occurrence: _____ \$[_____]
- 2) General Aggregate: _____ \$[_____]

e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

_____ \$[_____]

f. Other (specify): _____ \$[_____]

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. [Wright-Pierce] _____
Engineer
- b. [] _____
Engineer's Consultant
- c. [] _____
Engineer's Consultant
- d. [] _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to non-binding mediation by ***a mutually agreed upon party***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

[or]

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ***[insert the name of a specified arbitration service or organization here]*** rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the ***[specified arbitration service or organization]***. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

Exhibit H - Dispute Resolution.

- ~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

The attached Certification Page is required as part of this Agreement.

This is ~~EXHIBIT K~~, consisting of [] pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated []:

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data _____

_____ Effective Date of Owner-Engineer Agreement: _____

_____ Owner:

_____ Engineer:

_____ Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

_____ Additional Services to be performed by Engineer

_____ Modifications to services of Engineer

_____ Modifications to responsibilities of Owner

_____ Modifications of payment to Engineer

_____ Modifications to time(s) for rendering services

_____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

_____ Original agreement amount: _____ \$ _____

_____ Net change for prior amendments: _____ \$ _____

_____ This amendment amount: _____ \$ _____

_____ Adjusted Agreement amount: _____ \$ _____

_____ Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____

By: _____

Print _____

Print _____

name: _____

name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Wastewater Facility Plan

PROJECT LOCATION: Barre, Vermont

APPLICANT & LOAN/GRANT NUMBER: _____

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study		
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services	\$216,500	NTE
b. Environmental Information Document Services		
c. Additional Services included in Step I (include additional lines and itemize each item separately)		
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents		
b. Additional Services included in Step II (include additional lines)		
4. Step III		
a. Bid Phase Services		
b. Construction Phase Services		
c. Resident Project Representative Services		
d. Post Construction Phase Services		
5. Total Engineering Costs		
6. Construction Costs		
a. Contract 1		
b. Small Purchase		
7. Total Project Cost	\$216,500	
8. Total Bond Amount		

SCOPE OF SERVICES


The scope of services can be found in the following pages of the contract: 2 through 7 of Exhibit A.

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step I deliverables and meetings. Percent Complete	Approximate Meeting Schedule	Deliverables
30%	July 8, 2024	Draft Collection System Report
60%	Aug. 2024	Draft Collection System Report
90%	Sept. 2024	Draft Collection System Report
Final	October 2024	Final Collection System Report

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

CONSULTING FIRM NAME

Wright-Pierce  03/11/2024

Engineer Date

Kristen Y. Lemasney, PE – Project Manager

Name and Title

City of Barre, Vermont

Owner Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name and Title Last Revised: 3/26/19



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
The City of Barre, Vermont (“Owner”) and
Wright-Pierce (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Rate Study and Intermunicipal Agreement Assistance (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Study and Report Phase Engineering Services, as summarized in Exhibit A

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Invoices will include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. Opinions of Total Project Costs and any revisions thereof should reflect compliance with

American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of Vermont.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Agency* – The Vermont Department of Environmental Conservation Water Investment Division.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. [not used]
- E. Exhibit E, Notice of Acceptability of Work. [not used]
- F. Exhibit F, Construction Cost Limit. [not used]
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. [not used]
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. [not used]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

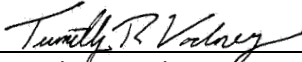
- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of the EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that will take place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it to the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Barre

Engineer: Wright-Pierce

By: [REDACTED]
Print name: Nicolas Storellicastro
Title: City Manager
Date Signed: [REDACTED]

By: 
Print name: Timothy R. Vadney, PE
Title: Vice President
Date Signed: 3/14/2024

Engineer License or Firm's Certificate No. (if required):
96528
State of: Vermont

Address for Owner's receipt of notices:
[REDACTED]

Address for Engineer's receipt of notices:
230 Commerce Way, Suite 302
Portsmouth, NH 03801

Designated Representative (Paragraph 8.03.A):
[REDACTED]
Title: [REDACTED]
Phone Number: [REDACTED]
E-Mail Address: [REDACTED]

Designated Representative (Paragraph 8.03.A):
Kristen Y. Lemasney, PE
Title: Project Manager
Phone Number: 603-570-7109
E-Mail Address: kristen.lemasney@wright-pierce.com

This is **EXHIBIT A**, consisting of [9] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: See list of scope activities below under Section A101.A.14.
 - b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

Exhibit A – Engineer's Services

Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner’s facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as “Project Strategies, Technologies, and Techniques.”
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner’s instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. Project Administration and Meetings
 - 1) Hold progress meetings with City staff to discuss milestone deliverables and review comments and questions. For level of effort estimation, three virtual meetings and one in-person meeting are assumed.
 - 2) An ALLOWANCE has been included for assisting the City with documentation and coordination requirements associated with the AOD (effective date of January 10, 2024). The activities covered by this allowance include but are not limited to: attend meetings with City and DEC staff to discuss the AOD and its

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- milestone requirements, provide monthly milestone updates to City and DEC regarding progress of 20-year collection system engineering evaluation report.
- b. Cost Allocation Evaluation (this task will be coordinated with the Rate Study and Wastewater Discharge Tracking tasks)
- 1) Review existing Intermunicipal Agreement and current cost allocation formula and basis.
 - 2) Review historical wastewater billing from Barre City to Barre Town. Billing data to be provided by the City.
 - 3) Obtain the City's Wastewater Operations and Maintenance budget including debt service.
 - 4) The cost of each line item in the Wastewater Budget will be allocated to flow volume, Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS) based on the estimated percent of the cost attributed to each of these parameters as appropriate. Other parameters may be considered in the cost allocation evaluation such as Total Kjeldahl Nitrogen (TKN) and Total Phosphorus (TP).
 - 5) Summarize the costs attributed to each parameter to determine the estimated cost to treat each pound of BOD.
 - 6) Provide recommended modifications to the existing cost allocation formula based on the cost allocation evaluation in the intermunicipal agreement based on the analysis developed in item iv.
 - 7) Identify City collection system infrastructure that is integral to conveying Town of Barre wastewater flows to the wastewater treatment facility. It is assumed the City will provide available collection system mapping that can be scaled and identifies the following: material and age of sewers, and locations of all Barre Town flow measuring devices and sampling locations.
 - 8) Determine the percentage of flow that can be attributed to the Town of Barre for developing cost sharing allocations for maintenance and infrastructure improvements of the common sewers shared by the Town and the City.
 - 9) A cost sharing determination will be developed for recommended improvements to the wastewater treatment facility under the current Preliminary Engineering Report being prepared by Wright-Pierce necessary to accommodate flow and loads from the Town of Barre and Barre City.
 - 10) Prepare a draft Technical Memorandum summarizing the findings and recommendations of the cost allocation study for review by the City.
 - 11) Meet with the City for review and address comments. Submit final Technical Memorandum to the City.
- c. Rate Study
- 1) A rate study will be completed including the following tasks (see attached detailed scope of services prepared by Raftelis).
 - a) Project Initiation and Management
 - b) Consumption and Current Revenue Analysis
 - c) Development of Financial Plan
 - d) Develop Conceptual Design
 - e) Cost of Service Analysis and Rate Calculation
 - f) Rate Model Development
 - g) Reports and Presentations

- 2) Coordination with the City and Raftelis.
 - 3) Provide capital improvements projected costs (to be developed under Facility Plan).
 - 4) Attend up to 3 meetings (virtual) with the City and Raftelis.
- d. Sewer Ordinance Assistance
- 1) Review the existing sewer-related ordinances.
 - 2) Review of a minimum of three comparison Municipalities for rule content and structure.
 - 3) Review of the applicable regulatory requirements (VTDEC, Industry Standards).
 - 4) Development of a Draft Sewer Use Ordinance for review and comment by the City and VTDEC.
 - 5) Review and comment up to 2 revisions of the Draft Sewer Use Ordinance.
 - 6) Attend up to two meetings (virtual) with City staff to discuss and review the proposed Ordinance.
 - 7) Incorporate comments from the City and finalize Sewer Use Ordinance.
- e. Wastewater Discharge Tracking (From Barre Town)
- 1) Assist the City with developing a plan to develop, issue, and track wastewater allocations for the Town of Barre and industrial users connected to the City's collection system to address BOD, TSS, TKN, TP, unusual BOD, COD, solid or viscous substances, fats, oils and greases and Total Ammonia Nitrogen.
 - 2) Submit Draft plan to the City and VTDEC for review. Meet with City/VTDEC to obtain comments.
 - 3) Finalize plan and incorporate relevant requirements into the City's updated Sewer Use Ordinance. (Note: This work does not include developing an industrial pretreatment ordinance.).
- f. Intermunicipal Agreement (IMA) Assistance (this task will be coordinated with recommendations from the Cost Allocation Evaluation and Rate Study
- 1) Kick-off meeting (virtual) with City representatives to confirm the City's goals and objectives, identify available information and obtain an understanding of the City's concerns with the current IMA.
 - 2) Review available information including but not limited to: historical IMA's, legal documents, sewer collection system maps, usage and billing data, existing flow and load data, design data, construction drawings, and maintenance history. Summarize existing conditions in a Technical Memorandum.
 - 3) Evaluate current IMA flow and load allocations to the Town of Barre versus actual flow and loads to the wastewater treatment facility.
 - 4) Review comparison IMA's for content and structure.
 - 5) Provide recommended modifications/IMA rewrite for review by the City and City's legal counsel.
 - 6) Review and comment on up to 4 revisions of a Draft IMA. Coordinate input from City's legal counsel (or legal counsel with IMA experience).
 - 7) Incorporate cost allocation modifications developed in Task b into the IMA.
 - 8) Attend up to two additional meetings (virtual) with City and Town of Barre representatives to discuss proposed modification.

15. ~~Furnish 1 electronic review copies of the Report and any other Study and Report Phase deliverables to Owner within 300 days of the Effective Date and review it with Owner. Within 60 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner withing 30 days of receipt of Owner's and Agency's comments.~~
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

~~A1.02 — Preliminary Design Phase~~

- A. ~~After acceptance by Owner and Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~
- B. ~~Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

~~A1.03 — Final Design Phase~~

~~A1.04 — Bidding or Negotiating Phase~~

~~A1.05 — Construction Phase~~

~~A1.06 — Post Construction Phase~~

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2 but only if the Owner's request is made after completion of the Study and Report Phase.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.

Exhibit A – Engineer's Services

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8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Deleted
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.

Exhibit A – Engineer's Services

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21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

Exhibit B – Owner's Responsibilities

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3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [] none.

Exhibit B – Owner's Responsibilities

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- B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:
- U. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
 - V. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.
 - W. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
 - X. Where the Owner directly procures American Iron and Steel products,
 - 1. Include American Iron and Steel clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications; and
 - 3. Provide copies to Engineers and Contractors.

This is **EXHIBIT C**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$151,600 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$151,600
b. Preliminary Design Phase	\$([])
c. Final Design Phase	\$([])
d. Bidding or Negotiating Phase	\$([])
e. Construction Phase	\$([])
f. Post-Construction Phase	\$([])

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner and Agency. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**Exhibit C – Compensation Packet RPR-5: Resident Project Representative Services—
Salary Costs Times a Factor Method of Payment.**

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**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of [REDACTED]) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

**Exhibit C – Compensation Packet AS-2: Additional Services –
Direct Labor Costs Times a Factor Method of Payment.**

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

**Exhibit C – Compensation Packet AS-3: Additional Services –
Salary Costs Times a Factor Method of Payment.**

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This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Description/Equipment	Job Cost Rate Per Unit
CADD Bond	\$0.15/sq. ft.
Confined Space Entry Package	\$75/day
Field Books	\$20 each
Gas Meter only	\$40/day
iPad	\$5/day
Meals and Tips	At Cost
Mileage	IRS Rate
Misc. Equip.* 1-3 items	\$5/day
Misc. Equip.* 4-6 items	\$10/day
Misc. Equip.* 7-10 items	\$20/day
Misc. Fees	At Cost
Misc. Field Supplies	At Cost
Misc. Office Supplies	At Cost
Mylar	\$1.00/sq. ft.
Photocopies	\$0.10/copy
Postage	At Cost
Printing/Reproduction Cost	At Cost
Rental Vehicles	At Cost
Room	At Cost
Subcontracts	1.1 x Cost

Exhibit C – Appendix 1: Reimbursable Expenses Schedule.

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This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Accounting/Billing Classification	Hourly Billing Rate Range
Principal/Engineering Manager	\$220 to 340
Senior Project Manager	\$170 to 260
Project Manager/Senior Project Engineer/Construction Manager	\$170 to 230
Senior Project Engineer	\$160 to 220
Project Engineer	\$110 to 150
Engineer Intern/Intern Architect	\$85 to 120
Architect/Structural/Mechanical/Instrumentation/Electrical Engineer	\$130 to 275
Senior CAD Designer	\$120 to 145
CAD Designer/Senior CAD Technician	\$90 to 130
CAD Technician	\$75 to 100
GIS Analyst	\$90 to 150
Survey Crew (two people)	\$230 to 270
Field Service Manager/Technician	\$80 to 120
Office Assistant/Word Processor	\$75 to 120

Exhibit F – Construction Cost Limit.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[1,000,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[10,000,000]
 - 2) General Aggregate: \$[10,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[5,000,000]
 - 2) Annual Aggregate \$[5,000,000]
- g. Other (specify):
 - 1) Products-Completed/Operations \$2,000,000
 - 2) Personal & Advertising Injury \$1,000,000
 - 3) Med. Expense (any one person) \$ 10,000
 - 4) Damage to Rented Premises (ea. Occurrence) \$1,000,000

Exhibit G – Insurance.

2. By Owner:

a. Workers' Compensation: _____ Statutory

b. Employer's Liability --

- 1) Bodily injury, Each Accident _____ \$[_____]
- 2) Bodily injury by Disease, Each Employee _____ \$[_____]
- 3) Bodily injury/Disease, Aggregate _____ \$[_____]

c. General Liability --

- 1) General Aggregate: _____ \$[_____]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[_____]

d. Excess Umbrella Liability

- 1) Per Occurrence: _____ \$[_____]
- 2) General Aggregate: _____ \$[_____]

e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

_____ \$[_____]

f. Other (specify): _____ \$[_____]

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. [Wright-Pierce] _____
Engineer
- b. [] _____
Engineer's Consultant
- c. [] _____
Engineer's Consultant
- d. [] _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to non-binding mediation by ***a mutually agreed upon party***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

[or]

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ***[insert the name of a specified arbitration service or organization here]*** rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the ***[specified arbitration service or organization]***. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

Exhibit H - Dispute Resolution.

- ~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. and will not be subject to appeal or modification.~~
- ~~6. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~
- ~~7. g to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

Exhibit I - Limitations on Liability.

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This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

The attached Certification Page is required as part of this Agreement.

This is ~~EXHIBIT K~~, consisting of [] pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated []:

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

~~Background Data~~ _____

_____ ~~Effective Date of Owner-Engineer Agreement:~~ _____

_____ ~~Owner:~~

_____ ~~Engineer:~~

_____ ~~Project:~~

~~Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]~~

_____ ~~Additional Services to be performed by Engineer~~

_____ ~~Modifications to services of Engineer~~

_____ ~~Modifications to responsibilities of Owner~~

_____ ~~Modifications of payment to Engineer~~

_____ ~~Modifications to time(s) for rendering services~~

_____ ~~Modifications to other terms and conditions of the Agreement~~

~~Description of Modifications:~~

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

~~Agreement Summary:~~

_____ ~~Original agreement amount:~~ _____ \$ _____

_____ ~~Net change for prior amendments:~~ _____ \$ _____

_____ ~~This amendment amount:~~ _____ \$ _____

_____ ~~Adjusted Agreement amount:~~ _____ \$ _____

_____ ~~Change in time for services (days or date, as applicable):~~ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____

By: _____

Print _____

Print _____

name: _____

name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



Date:	3/12/2024		
Submitted to:	Nicolas Storellicastro City of Barre Barre, Vermont	Job/Project:	City Hall rooftop unit replacement and office space heat pump installation
We hereby submit the following:			
<ol style="list-style-type: none"> 1. Lockout/tag out electrical to existing Trane rooftop unit. 2. Provide crane to remove old rooftop unit and set new unit. 3. Recover refrigerant and dispose of old rooftop unit properly. 4. Furnish and install custom fabricated curb adaptor to accept new rooftop unit. 5. Furnish and install new Carrier 3-ton AC only rooftop with economizer for Council Chambers. 6. Furnish and install new Carrier 2-ton heat pump condensing unit on wall bracket in alley way for offices. 7. Furnish and install new 2-ton ducted heat pump fan coil unit above ceiling grid in office #221. 8. Block duct from rooftop unit to office spaces and maintaining supply/return duct to Council Chambers. 9. Furnish and install duct transitions to existing supply and return duct above ceiling in offices. 10. Furnish and install insulated line set, mini split wire, drainage piping to daylight, and install PVC slim duct to hide and protect piping and wire on outside of building. 11. Furnish and install new wired wall controller in hallway of office area. 12. Furnish and install new electrical disconnects for new rooftop unit and new ducted mini split system. 13. Start and test new rooftop unit and split system and complete necessary startup documentation. 			
Notes: All work to be completed during normal business hours of 7:30 AM – 4:00 PM.			
Exclusions: New electrical service to the roof including panel/breaker upgrades, additional controls outside of what is quoted above, all ductwork and reconfiguration of air distribution, all roof repairs, any required traffic control, and anything else outside this scope of services.			
Warranty: Alliance Mechanical will provide 1-year labor warranty following the date of installation so long as there is a Proactive Maintenance Agreement in place on the new equipment. Carrier provides a standard 1-year parts warranty, and the compressor has a 5-year warranty on the rooftop unit, and a 10-year all parts on the mini split heat pump.			
Rebate: Efficiency Vermont currently offers a \$1,000 rebate on the 2-ton ducted heat pump at the time of purchase, and this “is” reflected in the quoted price below. Rebate available as of the date of this quote and is subject to change.			
We propose to complete the above referenced work for the amount of: (Price below is valid for 30-days from date of quote)			
Thirty-Seven Thousand Two Hundred Seventy-Two Dollars			\$ 37,272.00
Payment terms: <i>Progress Billings</i>			
All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation insurance.			
Mark Luman HVAC Installation Manager		Note: This proposal may be withdrawn by us if not accepted within ____15____ days.	
Authorized Signature: <i>Mark R. Luman</i>			
Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be made as outlined above. If Alliance Mechanical undertakes collection of delinquent accounts; the customer agrees to promptly pay the balance due plus any and all costs of collection, including court costs, interest and reasonable attorney’s fees.			
Date of Acceptance _____		Authorized Signature: _____	

6 David Drive, Essex Jct., Vermont 05452 - 11 Interchange Drive, West Lebanon, NH 03784
62 North Shrewsbury Road, North Clarendon, VT 05759 – 1494 & 1496 Route 3A, Bow, NH 03304
Phone: 802-864-4000 Fax: 802-857-5019



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 3/26/24

Agenda Item No.: 8-A

AGENDA ITEM DESCRIPTION: Supplemental Environmental Project proposal

SUBMITTING DEPARTMENT or PERSON: The Manager and Director of Public Works Brian Baker

STAFF RECOMMENDATION: Approve direction of proposed project

BACKGROUND INFORMATION:

This winter, the City settled a long-standing discharge violation at the Wastewater Treatment Facility. As part of those negotiations, the City agreed to an Assurance of Discontinuance (AOD) that imposed a reduced penalty, and required that the City contribute \$47,812.50 to one or more Supplemental Environmental Projects (SEPs).

After the AOD was executed, the City engaged with the River Access Task Force and Friends of Winooski to seek assistance and guidance in the development of an SEP to present to Council, and with Council approval, submit to the Agency of Natural Resources (ANR) for approval.

Michelle Braun and Danielle Owczarski will be present to discuss the proposed SEP. If there is consensus on the proposed direction, City staff will work with these partners to finalize the project and submit it for approval. The project must be funded no later than 180 days following the effective date of the AOD. The City will seek to fund this in FY24 to avoid an additional FY25 expense.

EXPENDITURE REQUIRED AND FUNDING SOURCE(S): \$47,812.50 funded by the Sewer Enterprise Fund

LEGAL AUTHORITY/REQUIREMENTS: [10 V.S.A. §8007\(b\)\(2\)](#)

ATTACHMENTS: SEP Proposal

RECOMMENDED ACTION/MOTION:

Discuss and provide consensus on the direction of the proposed project.

Barre River Access Task Force Proposal for a Supplemental Environmental Project

As Required by Assurance of Discontinuance, November 6, 2023, Agreement B

The City of Barre has been issued an Assurance of Discontinuance (AOD) for multiple violations incurred by the Barre City Wastewater Treatment Facility. Violations included unpermitted discharge to State waters, exceeding effluent limits of pollutants, failure to maintain good working order at the facility, etc. The AOD requires the City to contribute \$47,812.50 towards a Supplemental Environmental Project (SEP) to offset the negative impacts of these violations.

The Stevens Branch of the Winooski River through Barre City is listed on the State's 303(d) List of Impaired Waters for the use of waters for swimming and other primary contact recreation, with the source of impairment identified as *E. coli*, the bacteria measured as an indicator of the risk to human health of swimming in the rivers. The Barre River Access Task Force (Task Force) proposes to apply the \$47,812.50 required to be spent on a Supplemental Environmental Project (SEP) to investigate the sources and extent of bacterial impairment of the Stevens Branch and its tributaries in the City of Barre.

The Task Force proposes that the funds be directed to Friends of the Winooski River (FWR) as their fiscal agent and SEP Project Manager. FWR would coordinate and oversee the completion of four tasks that will result in a better understanding of sources and levels of *E. coli* in our City's waterways.

Task 1: Update City Infrastructure Maps: Fall/Winter 2024-2025

Vermont Department of Environmental Conservation (DEC) has agreed to prepare updated GIS maps of the City's wastewater and stormwater infrastructure. DEC staff would be supported in this effort by Jim Pease, retired DEC stormwater scientist, who will work as a liaison between the City and the State to ensure integration of priority data. Complete and current infrastructure mapping is needed to help determine the sources of some previously identified pollutant discharges, and to identify any storm drains that have not been assessed.

Task 2: Complete Illicit Discharge Detection and Elimination: May 2024 - December 2025

In 2006, Friends of the Winooski River and Stone Environmental (Stone) first surveyed the City's storm drain outfalls to identify illicit discharges – that is, polluted water flows that should be transported via the sanitary sewer system but are winding up in rivers through cross-connections or leaks into the stormwater drainage system. Since that initial assessment, FWR and Stone have continued to work with the City when

funds are available to identify source points and correct them. The Task Force proposes to hire Stone Environmental to work with the City to resolve five discharge points already identified, and to use the updated maps to assess storm drains that were not previously assessed.

Task 2a: Stone will continue working with Barre City DPW to resolve the remaining wastewater discharges (Cassie near Onward, Maple by Hope Cemetery, Hersey sewer main, Delmont manhole, and the fourth sewer problem on Hill St).

Task 2b: Stone will assess any remaining storm drains not previously assessed. Unassessed storm drains will be identified by comparing the statewide IDDE points layer Stone is making this spring for DEC with the updated infrastructure mapping from Task 1, above.

Task 2c: Stone will reassess storm drains in the commercial area, including sampling for *E. coli* and optical brightener.

Task 3: Conduct City-wide *E. coli* monitoring: Summer 2024 and Summer 2025

The entire run of the Stevens Branch through Barre City is listed on the State's 303(d) List of Impaired Waters with the source of impairment identified as *E. coli*, the bacteria measured as an indicator of the risk to human health of swimming in the rivers. The Task Force has been participating in the State's LaRosa Partnership Volunteer Water Quality Monitoring Program, but that program does not support *E. coli* analyses. There is no access to funding for this important work needed to understand the true extent of *E. coli* contamination in our rivers and to be able to educate the public about the safety of our local swimming areas. The Task Force proposes to hire Stone Environmental to work with FWR staff and BRATF volunteers to do a thorough assessment of bacteria in the City's rivers.

Under summer low-flow conditions, Stone and FWR staff will perform *E. coli* sampling at 750-foot intervals throughout six miles of Barre City's major streams (Stevens Branch, Jail Branch, Gunners Brook) to identify bacteria sources and inform a water quality assessment report. The results of the first collection of samples will determine 750-foot reaches with *E. coli* impairment. We would like to return to those reaches and resample within them, to further narrow the extent of stream length we know to be impacted by *E. coli*. This bracketing of impaired stream segments may also reveal possible point sources of contamination.

Task 4: Train City Staff in Wastewater Management

Lastly, the Task Force supports contracting with Vermont Rural Water Association to provide training to the City's wastewater operations staff to improve management of the system, and to reduce wastewater discharges into our rivers. Barre City notably has no combined sewer system or overflows, so leaks and releases from the wastewater system should be fully preventable if the system is managed well.

Budget

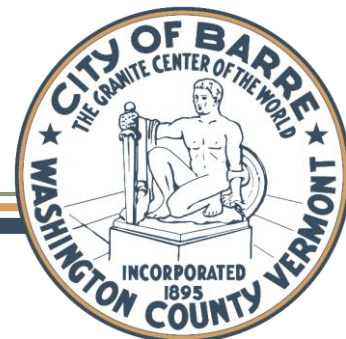
Task 1: Infrastructure mapping	\$2,500	Contract with Jim Pease to coordinate development of up-to-date sanitary sewer and stormwater maps. Deliverable: GIS maps
Task 2: Illicit discharge detection and elimination	\$27,500	Stone Environmental will continue working with Barre City DPW to resolve the five remaining wastewater discharges, assess any remaining storm drains that have not previously been assessed, and reassess storm drains in the commercial area. Deliverable: Report on IDDE Status
Task 3: Stream E. coli monitoring	\$26,420	Under summer low-flow conditions, Stone will lead the project team in performing width-integrated <i>E. coli</i> sampling at intervals up Barre City's major streams (Stevens Branch, Jail Branch, Gunners Brook) and select tributaries to identify bacteria sources and inform a water quality assessment. Deliverable: Report on Water Quality Findings
Task 4: Staff training	\$3,000 (estimate)	Vermont Rural Water Association will provide wastewater operations training to Barre City DPW staff focused on preventing discharges to rivers Deliverable: Staff participation in training
FWR Project Management	\$5,900	10%
SEP Funds	\$47,812.50	
Matching Funds	\$17,507	FWR will raise from other grant sources
Total	\$65,320	

Timeline

All Tasks and Deliverables will be completed by February 15, 2026.

FY25 BUDGET UPDATE

NICOLAS STORELLICASTRO
CITY MANAGER
MARCH 26, 2024



MOST OF OUR BUDGET IS FIXED

LABOR v. EXPENSE SUMMARY - 2025

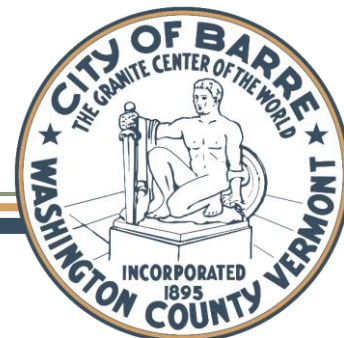
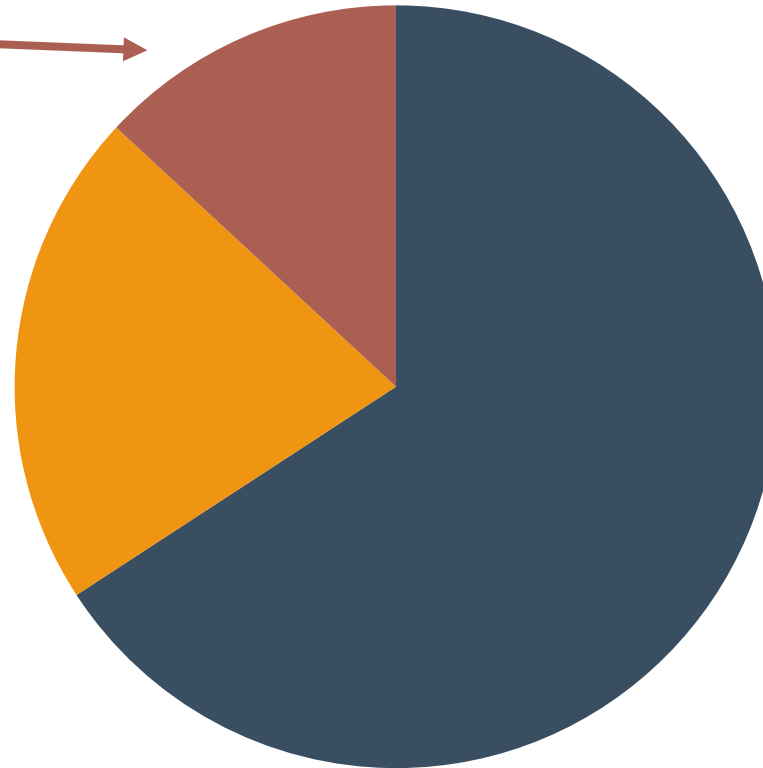
Discretionary Spending -- 13%

Fixed Costs -- 21%

Includes costs where the City has little or no discretion, including:

- Debt service
- Insurance
- Vehicle and heating fuel
- Sand/salt
- Technology (emails, software, phones)

Wages & Benefits -- 66%

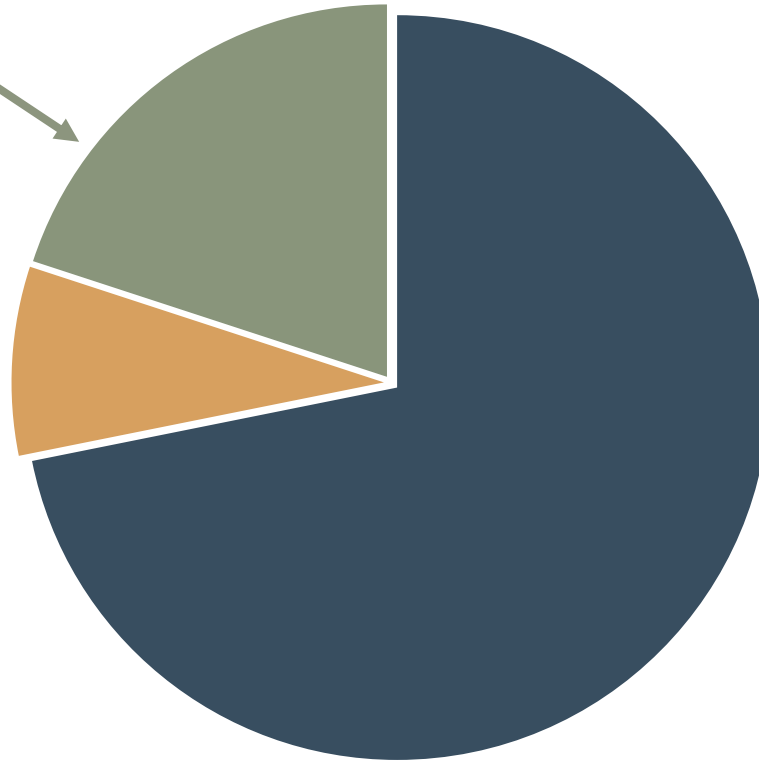


MOST OF OUR REVENUE IS FROM PROPERTY TAXES

REVENUE SUMMARY - 2025

City Generated Revenue – 20%

Federal & State Assistance – 8%



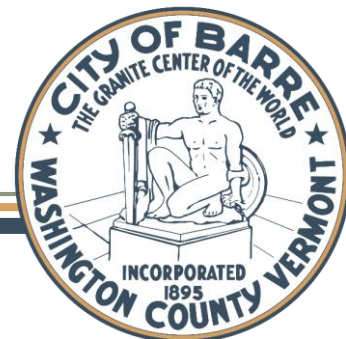
Property taxes & PILOT – 72%

Revenue	FY24 Enacted	FY25 Proposed (Change from FY24)
Property taxes & PILOT	78%	72% (6%)
City Generated Revenue	21%	20% (1%)
Federal & State Assistance	1%	8% +7%



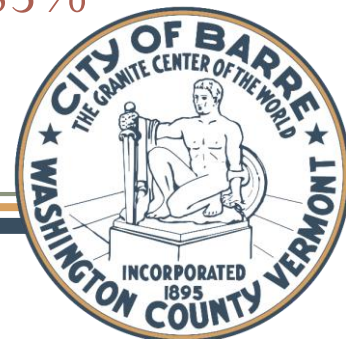
FY25 BUDGET CONDITIONS

- ↑ ~5% contractual wage increases
- ↑ 13% health care rate increases
- ↑ \$497K in projected expenses
- ↓ Depleted fund balance due to flood expenses
- ↓ Loss of grand list value



WHERE DOES THE BUDGET STAND?

- **THEN:** Staff identified \$526K in deep cuts to services.
 - **NOW:** \$280K of the most painful cuts were restored
- **THEN:** In order to restore the deepest cuts and maintain a predictable and reasonable projected tax rate increase, external funding assistance was required.
 - **NOW:** \$1M in state funding secured by the legislature
- **THEN:** Following Council feedback, staff targeted a 5% tax increase that allowed restorations of many of the cuts identified.
 - **NOW:** The budget presented today would result in a projected tax rate increase of 4.85%



NEW BUDGET MATH

\$280K in restorations

+ \$1M in state funding

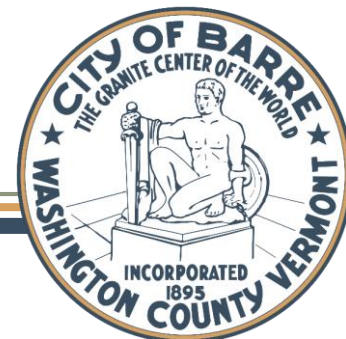
= 4.85% projected tax rate increase



KEY RESTORATIONS/INVESTMENTS

\$	Service
+\$91,491	Planner position
+\$67,406	100% restoration of cemeteries seasonal staff
+\$30,702	Fully fund Aldrich Public Library
+\$16,815	Full season use of the Barre Town yard waste disposal site and bulk waste removal event

Full list of restorations and retained cuts included in the Appendix.



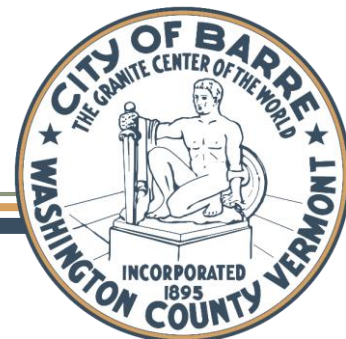
CHANGES MADE SINCE JANUARY

+\$5,000 Regroup messaging system

+\$8,000 Public Works asset management software

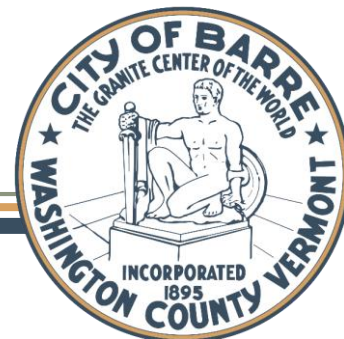
+\$50,000 Increased PD OT budget to reflect actual expenditures caused by staffing shortages

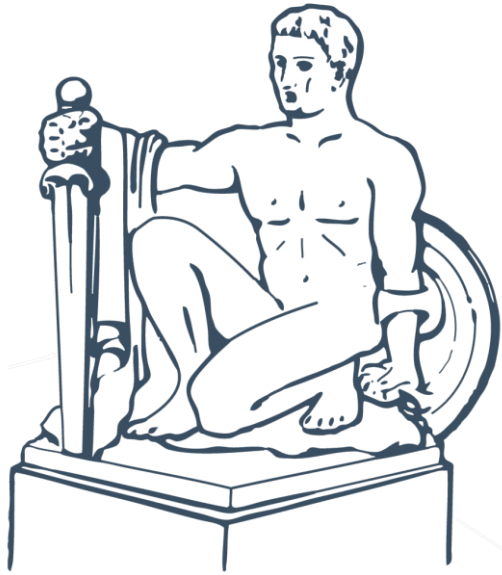
+\$21,521 Recognized additional dispatch revenue



BUDGET REQUEST FROM THE HOMELESSNESS TASK FORCE

- \$18,000 for 6 accessible portable toilets to be deployed through the City on a year-round basis
- No locations for the portable toilets were identified
- Funding source is not identified, and if added to the budget would be paid by property taxes
- Open questions:
 - Would this be a one-time expense or will this become a recurring baseline cost moving forward?
 - Were stakeholders engaged or asked to weigh in – i.e. downtown merchants, churches, Tess as our Housing and Homelessness Liaison, PD and FD?
 - How did the taskforce settle on 6 portables?
 - Is there a need for 6 portables to be deployed year-round?
 - Are you aware of any other communities where this has been done so we can ask them about implementation, areas of concerns, and success of the initiative?
 - Answer: Yes, Montpelier has deployed portables.





THANK YOU

QUESTIONS/DISCUSSION?

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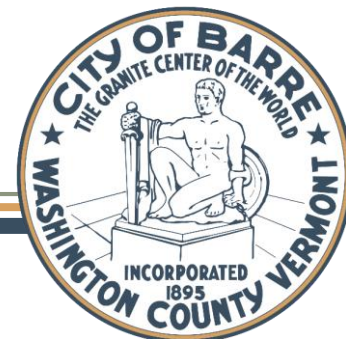
APPENDIX: \$93,312 INCREASE IN NON-TAX REVENUE

Increase	Description
+\$34,889	PILOT payments
+\$23,765	Civic Center rental increases
+\$8,200	Interest income
+\$6,278	State highway aid
+\$5,000	Meter revenue
+\$5,000	Recording fees
+\$3,600	Recreation/camp fees

In addition to these new revenues, staff is proposing to reduce general fund expenses by:

- (1) Using the Semprebon annuity to fund playground maintenance; and
- (2) Dedicating \$8,000 in opioid settlement funds to support Fire and Police Department expenditures.

Examples above account for over \$86K of proposed new non-tax revenue.



APPENDIX: BUILDINGS & COMMUNITY SERVICE BUDGET CUTS AND RESTORATION DETAIL (1 OF 3)

(6043) BCS: CITY HALL MAINTENANCE	Decrease
Fuel Oil	(15,361.00)
City Hall BM Solar Project	(4,287.00)
Water and Sewer	(625.00)
<u>Total</u>	<u>(20,273.00)</u>
(7035) BCS: PUBLIC SAFETY BUILDING MAINTENANCE	Decrease
Electricity	(9,423.00)
Propane	(7,955.00)
PSB BM Solar Project	(4,650.00)
<u>Total</u>	<u>(22,028.00)</u>

Highlighting indicates restoration.



APPENDIX: BUILDINGS & COMMUNITY SERVICE BUDGET CUTS AND RESTORATION DETAIL (2 OF 3)

(7050) BCS: RECREATION DEPARTMENT	Decrease
Skate Guards & Cashiers	(1,560.00)
Pool Equipment	(600.00)
Training and Development	(450.00)
Recreation Supplies	(250.00)
Travel and Meals	(200.00)
<u>Total</u>	<u>(3,060.00)</u>
(7015) BCS: FACILITIES: (NB Rink, Charlie's PG, Math, Lincoln)	Decrease
Water & Sewer	(5,500.00)
Fuel - 135 N. Main St (Wheelock Hse)	(5,395.00)
Building Maintenance	(4,500.00)
Electricity	(3,000.00)
Elect: 135 N. Main St (Wheelock Hse)	(1,000.00)
Clothing (Uniform/Dry Cleaning Service)	(639.00)
<u>Total</u>	<u>(20,034.00)</u>
(8040) PARKS AND TREES	Decrease
Tree removal	(12,500.00)
<u>Total</u>	<u>(12,500.00)</u>

Highlighting indicates restoration.



APPENDIX: BUILDINGS & COMMUNITY SERVICE BUDGET CUTS AND RESTORATION DETAIL (3 OF 3)

(7020) BCS: MUNICIPAL AUDITORIUM	Decrease
BM Solar Project	(9,533.00)
Building and Grounds Maintenance	(2,000.00)
Clothing (Uniform/Dry Cleaning Service)	(1,931.00)
Alumni Hall Maintenance	(1,000.00)
Propane (Alumni Hall & Aud)	(994.00)
Total	(15,458.00)
(7030) BCS: BARRE OUTDOOR RECREATION (BOR)	Decrease
BOR BM Solar Project	(14,296.00)
Electricity	(11,142.00)
Building and Grounds Maintenance	(4,000.00)
Propane	(3,826.00)
Supplies and Equipment	(2,500.00)
Clothing (Uniforms)	(1,789.00)
Overtime	(1,000.00)
Total	(38,553.00)

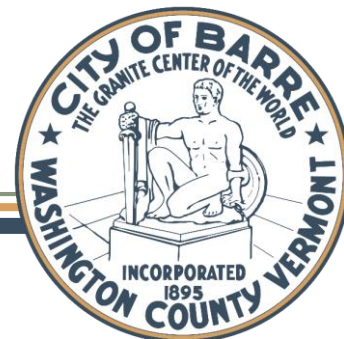
Highlighting indicates restoration.



APPENDIX: PERMITTING, PLANNING & ASSESSING SERVICES BUDGET CUTS AND RESTORATION DETAIL

(8030) PLANNING, PERMITTING, & ZONING	Decrease
JR. PLANNER (TOTAL Comp allowance including benefits)	(91,491.53)
Travel and Meals	(150.00)
Dues and Membership Fees	(50.00)
<u>Total</u>	<u>(91,691.53)</u>
(5020) ASSESSOR	Decrease
Overtime	(1,000.00)
<u>Total</u>	<u>(1,000.00)</u>

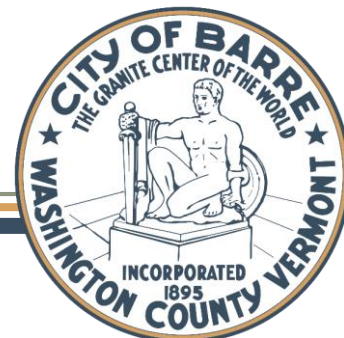
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APPENDIX: POLICE DEPARTMENT BUDGET CUTS AND RESTORATION DETAIL (1 OF 2)

(6050) POLICE DEPARTMENT	Decrease
Overtime	(47,497.00)
Office Equipment Service Contracts & Maint.	(10,115.00)
Computer Access	(3,328.00)
Vision	(2,330.00)
K-9 Program	(2,200.00)
Travel and Meals	(1,000.00)
Clothing (Phased Uniform Replacements)	(1,000.00)
PD Building Security Cam's (17 total; Replace 2-3 Hi-Res/Yr)	(1,000.00)
Office Supplies	(1,000.00)
Consultant Fees	(500.00)
Juvenile Program	(500.00)
Footwear	(350.00)
<u>Total</u>	<u>(70,820.00)</u>

Highlighting indicates restoration.



APPENDIX: POLICE DEPARTMENT BUDGET CUTS AND RESTORATION DETAIL (2 OF 2)

(6045) METERS ENFORCEMENT	Decrease
Meter & Handhelds Replacements (3 - replace 1/yr)	(4,000.00)
Clothing	(500.00)
Meter Supplies(Batteries, Tickets, Envelopes, Bags)	(500.00)
<u>Total</u>	<u>(5,000.00)</u>
(6055) DISPATCH	Decrease
Clothing	(3,671.00)
Training/Development (APCO)	(2,000.00)
Travel/Meals	(1,000.00)
Tower Rental Fees (American Tower Co.)	(541.00)
Office Supplies/Equipment	(500.00)
Vision	(410.00)
<u>Total</u>	<u>(8,122.00)</u>

Highlighting indicates restoration.



APPENDIX: CEMETERIES BUDGET CUTS AND RESTORATION DETAIL

(8500) BCS: CEMETERIES & PARKS DEPARTMENT	Decrease
Seasonal staff 50% reduction	(33,743.13)
Electricity (Office)	(5,500.00)
Veterans Flags	(2,434.00)
Small Equipment Maint Exps (No Labor)	(2,000.00)
Grounds Maintenance (Hope)	(1,000.00)
Dufresne Lot Expenses (Water, Taxes)	(550.00)
Overtime Allowance	(500.00)
Travel and Meals	(100.00)
<u>Total</u>	<u>(45,827.13)</u>

Highlighting indicates restoration.



APPENDIX: PUBLIC WORKS BUDGET CUTS AND RESTORATION DETAIL (1 OF 2)

(8020) ENGINEERING	Decrease
Training/Development	(3,309.00)
Director POV Mileage Reimbursement Allowance	(1,652.00)
Engineering Equipment/Licensing (GPS, GIS)	(900.00)
Overtime	(375.00)
Footwear	(145.00)
Travel/Meals/Mileage	(100.00)
Total	(6,481.00)
(6070) TRAFFIC SIGNALS	Decrease
Traffic Light Maintenance	(4,500.00)
Traffic Light Electricity	(1,000.00)
Total	(5,500.00)

Highlighting indicates restoration.



APPENDIX: PUBLIC WORKS BUDGET CUTS AND RESTORATION DETAIL (2 OF 2)

(8050) STREET DEPARTMENT	Decrease
Bulk Waste Removal - Disposal Fees	(10,000.00)
Salt - Sno	(10,000.00)
Pre-Cast Catch Basin's & Grates - SS	(5,000.00)
Storm Water Permits (Fees Only)	(3,847.00)
Concrete - SW repairs (small <25ft)	(3,500.00)
Bridge & Railing Repairs	(3,000.00)
Supplies New SW Construction/Rehab	(3,000.00)
Yard Waste Semi Annual Collection Prg Fees	(2,200.00)
Asphalt- SW repairs	(2,000.00)
Vision	(1,900.00)
Culverts - SS	(1,862.00)
Vehicle Grease and Oil	(1,500.00)
Vehicles Damage	(1,000.00)
Plow Damage	(1,000.00)
Guardrails	(1,000.00)
Roadside Mowing	(1,000.00)
Gravel - STS	(1,000.00)
SS - Surface Sewers (Gravel Backfill)	(1,000.00)
Physical Exams	(540.00)
Travel and Meals	(250.00)
Chloride - SNO	(250.00)
Street Light Maint. (Bulbs-not signals)	(250.00)
Total	(55,099.00)

Highlighting indicates restoration.



APPENDIX: FIRE & EMS BUDGET CUTS AND RESTORATION DETAIL

(6040) FIRE / EMS DEPARTMENT	Decrease
Breathing Apparatus	(7,000.00)
Fire Hose	(7,000.00)
Vehicle Replacement Reserve	(5,000.00)
Office Supplies	(5,000.00)
Safety Equipment	(4,000.00)
Vision	(2,575.00)
Radios and Pagers	(2,500.00)
Clothing (Uniform Replacements)	(2,500.00)
Defib - Batteries/Preventative Maint.	(2,000.00)
Ambulance Billing Training Seminar (Annual)	(1,500.00)
Building Appliances Updates	(1,250.00)
Footwear	(850.00)
Dry Cleaning	(600.00)
Secure Vacant Property	(500.00)
Medical Supplies	(500.00)
<u>Total</u>	<u>(42,775.00)</u>

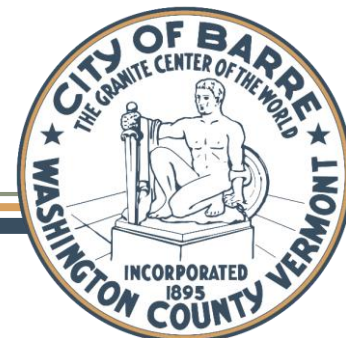
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APPENDIX: GENERAL ADMIN/CITYWIDE BUDGET CUTS AND RESTORATION DETAIL (1 OF 2)

(5040) CITY MANAGER	Decrease
IT Expenses	(1,416.00)
Manager Expenses	(250.00)
Network HW/SW Expenses	(200.00)
<u>Total</u>	<u>(1,866.00)</u>
(5070) CITY CLERK	Decrease
Base Salary , Longevity	(2,067.42)
Overtime	(500.00)
<u>Total</u>	<u>(2,567.42)</u>
(5050) FINANCE	Decrease
Computer Forms	(500.00)
Overtime Allowance	(200.00)
Travel and Meals	(200.00)
<u>Total</u>	<u>(900.00)</u>

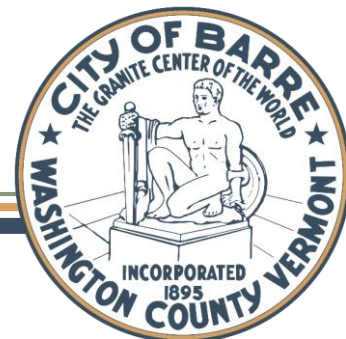
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APPENDIX: GENERAL ADMIN/CITYWIDE BUDGET CUTS AND RESTORATION DETAIL (2 OF 2)

(5010) GENERAL ADMINISTRATION	Decrease
Working Communities Grant Match (Yr. 3 of 3)	(5,000.00)
City Report	(2,550.00)
City Hall Printer Expenses (OSV Lease)	(1,725.00)
Interpretive Services Allowance	(1,000.00)
<u>Total</u>	<u>(10,275.00)</u>
(6020) ANIMAL CONTROL	Decrease
Humane Society Fees	(3,000.00)
<u>Total</u>	<u>(3,000.00)</u>
(9130) MISC ACCOUNTS	Decrease
City Committee Funding	(1,500.00)
<u>Total</u>	<u>(1,500.00)</u>
(9060) INSURANCE	Decrease
Unemployment (9100)	(8,190.25)
<u>Total</u>	<u>(8,190.25)</u>

Highlighting indicates restoration.



CITY OF BARRE, VERMONT
PROJECTED TAX RATE CALCULATION AND STATISTICS
FOR THE FISCAL YEAR ENDING JUNE 30, 2024

	\$	<u>Tax Rate</u> (\$/100 of Assessment)
AMOUNT TO BE RAISED BY TAXES		
2024 General Fund Budget	10,182,232	\$2.0959
SUMMARY OF BALLOT ITEMS:		
Streets/Sidewalks/Equipment Fund	415,342	\$0.0855
Voter Approved Assistance Requests (Allowance)	111,200	\$0.0229
	10,708,774	\$2.2042
GRAND LIST CALCULATION:		
TY(Tax Year) 2023 Municipal Grand List	4,858,282	
Anticipated increase as of April 1, 2023	-	
Adjusted Grand List	4,858,282	
Calculated Municipal Tax Rate		2.2042
Base Rate ST:		2.2042
Local Agreement Tax Rate		0.0130
Total Projected Municipal Tax Rate:		2.2172
	<u>MUNICIPAL</u>	
PRELIMINARY 2023/2024 TAX RATE		\$2.2172
2023/ 2024 TAX RATE		\$2.1146
PRELIMINARY INCREASE (IN CENTS)		10.26
PRELIMINARY INCREASE (IN PERCENTAGE)		4.85%
COMPARATIVE STATISTICS:		
January 1, 2023 Increase In Social Security Benefits		8.70%
Inflation (CPI-All Items) - CY 21 (thru Nov. 2022)		7.10%

CITY OF BARRE, VERMONT
PROJECTED TAX RATE CALCULATION
FOR THE FISCAL YEAR ENDING JUNE 30, 2024

PROJECTED TAX CHANGE BASED UPON PROPERTY VALUE

	<u>Annually</u>	<u>Quarterly</u>	<u>Monthly</u>
EFFECT ON \$125,000.00 HOME	128.25	32.06	10.69
EFFECT ON \$150,000.00 HOME	153.90	38.48	12.83
EFFECT ON \$200,000.00 HOME	205.20	51.30	17.10

ADDITIONAL BUDGET STATISTICS

CHANGE IN TAX REVENUE FROM PREVIOUS YEAR (\$)	\$	491,984
CHANGE IN TAX REVENUE FROM PREVIOUS YEAR (%)		5.05%
CHANGE IN OTHER REVENUE FROM PREVIOUS YEAR (\$)	\$	68,806
CHANGE IN OTHER REVENUE FROM PREVIOUS YEAR (%)		1.99%
CHANGE IN EXPENSES FROM PREVIOUS YEAR (\$)	\$	567,665
CHANGE IN EXPENSES FROM PREVIOUS YEAR (%)		4.30%
TOTAL INCREASE IN SALARIES, WAGES AND PAYROLL OVERHEAD	\$	507,249
PERCENT INCREASE IN SALARIES, WAGES AND PAYROLL OVERHEAD		5.79%
TOTAL TAXES RAISED PER \$.01 ASSESSMENT		\$48,583

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

3/15/24 - Working Draft

April 2nd presentation to Council

Line No.	Account No	Account Description	FY 25 Template	FY 24 Approved	FY 23 Approved	FY 23 Unaudited	FY 22 Audited
REVENUE							
1	(4005-405) TAX REVENUE						
2	001-4005-405.4002	Delinquent Taxes		\$ -	\$ -	\$ 920,437	\$ 905,912
3	001-4005-405.4005	GENERAL TAXES	\$ 10,138,663	\$ 10,023,107	\$ 9,538,855	\$ 8,389,324	\$ 8,310,510
4	001-4005-405.4008	Washington County Tax	\$ 43,569	\$ 43,569	\$ 40,419	\$ 40,419	\$ 42,305
5	001-4005-405.4009	Voter Approved Assistance	\$ 111,200	\$ 149,601	\$ 149,601	\$ 149,601	\$ 149,601
6	001-4005-405.4010	CV Public Safety Authority	\$ -	\$ -	\$ 15,900	\$ 15,900	\$ -
7	001-4005-405.4011	BADC Ballot Item	\$ -	\$ 20,482	\$ -	\$ -	\$ -
8	Sub Total		\$ 10,293,432	\$ 10,236,759	\$ 9,744,775	\$ 9,515,680	\$ 9,408,328
9							
10	(4010-410) BUSINESS REVENUE						
11	001-4010-410.4010	Liquor Licenses	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,145	\$ 3,190
12	001-4010-410.4011	Miscellaneous Licenses	\$ 800	\$ 1,000	\$ 816	\$ 736	\$ 1,315
13	001-4010-410.4012	Restaurant Licenses	\$ -	\$ -	\$ 2,800	\$ 2,940	\$ 3,255
14	001-4010-410.4014	Vehicle for Hire Licenses	\$ 200	\$ 200	\$ 500	\$ 378	\$ 189
15	001-4010-410.4015	Theater Licenses	\$ -	\$ 252	\$ 252	\$ 252	\$ 252
16	001-4010-410.4016	Trucking, Rubbish and Waste	\$ 6,000	\$ 5,200	\$ 5,000	\$ 7,554	\$ 5,346
17	001-4010-410.4017	Entertainment Licenses	\$ 3,000	\$ 3,000	\$ 2,500	\$ 3,696	\$ 3,630
18	001-4010-410.4019	Cannabis Licenses	\$ 400	\$ 200	\$ -	\$ 500	\$ -
19	Sub Total		\$ 13,400	\$ 12,852	\$ 14,868	\$ 19,201	\$ 17,177
20							
21	(4015-430) PILOTS (PAYMENTS IN LIEU OF TAXES)						
22	001-4015-430.4026	VHFA - In Lieu of Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
23	001-4015-430.4029	Capstone - PILOT	\$ 26,137	\$ 25,500	\$ 24,380	\$ 25,241	\$ 24,684
24	001-4015-430.4031	Barre Housing - PILOT	\$ 58,000	\$ 45,000	\$ 45,000	\$ 57,758	\$ 77,974
25	001-4015-430.4032	State of Vermont - PILOT	\$ 304,252	\$ 283,000	\$ 248,000	\$ 283,048	\$ 247,628
26	Sub Total		\$ 388,389	\$ 353,500	\$ 317,380	\$ 366,047	\$ 350,286
27							
28	(4030-430) FEES						
29	001-4030-430.4020	Animal Control Licenses	\$ 5,800	\$ 5,800	\$ 5,500	\$ 5,599	\$ 5,872
30	001-4030-430.4023	Tax Equalization	n/a	n/a	n/a	\$ 3,357	\$ 3,361
31	001-4030-430.4025	Hold Harmless	n/a	n/a	n/a	\$ 7,933	\$ 7,762
32	001-4030-430.4027	Act 68 Administrative Revenue	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,146	\$ 16,208

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
33	001-4030-430.4033	Building & Zoning Permits	\$ 45,000	\$ 45,000	\$ 55,000	\$ 42,523	\$ 39,085
34	001-4030-430.4034	Vehicle Registration (City Portion)	\$ 200	\$ 200	\$ 200	\$ 216	\$ 204
35	001-4030-430.4035	Delinquent Tax Collector Fees	\$ 42,000	\$ 42,000	\$ 42,000	\$ 44,142	\$ 46,682
36	001-4030-430.4036	Meters	\$ 85,000	\$ 80,000	\$ 65,000	\$ 90,702	\$ 85,768
37	001-4030-430.4037	Green Mountain Passports	\$ 50	\$ 50	\$ 50	\$ 48	\$ 68
38	001-4030-430.4038	Parking Permits	\$ 80,000	\$ 77,552	\$ 87,125	\$ 84,157	\$ 75,660
39	001-4030-430.4039	Marriage Licenses (City Portion)	\$ 850	\$ 580	\$ 580	\$ 790	\$ 610
40	001-4030-430.4040	Miscellaneous Income	\$ 800	\$ 800	\$ 800	\$ 5,164	\$ 19,694
41	001-4030-430.4041	Police Dept. - Public Reports Fees	\$ 5,000	\$ 5,000	\$ 5,000	\$ 6,362	\$ 3,940
42	001-4030-430.4042	Recording Fees	\$ 90,000	\$ 85,000	\$ 80,000	\$ 91,531	\$ 87,907
43	001-4030-430.4043	Recreation/Camp Fees (Rotary Park Rental Fe	\$ 4,100	\$ 500	\$ 500	\$ 3,151	\$ 2,991
44	001-4030-430.4044	Swimming Pool Admissions	\$ 19,000	\$ 19,000	\$ 12,000	\$ 14,144	\$ 14,103
45	001-4030-430.4046	Vault Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 818	\$ 852
46	001-4030-430.4048	Cell Tower Fees (75%; 25% to Civic Center Fun	\$ -	\$ -	\$ 51,617	\$ 33,847	\$ 49,159
47	001-4030-430.4049	Fire Alarm (Master Box) Maint Fees	\$ 14,525	\$ 14,350	\$ 14,000	\$ 13,650	\$ 13,650
48	001-4030-430.4051	Rental Property Registration (May-April)	\$ 113,390	\$ 133,400	\$ 110,000	\$ 102,235	\$ 108,533
49	001-4030-430.4052	Rental Permits - Delinquent Fees	\$ 500	\$ 1,000	\$ 1,000	\$ 272	\$ 552
50	001-4030-430.4054	Tax Stabilization App Fees	\$ -	\$ -	\$ -	\$ -	\$ -
51	001-4030-430.4055	Burn Permits	\$ 4,000	\$ 4,000	\$ 4,000	\$ 3,690	\$ 3,730
52	001-4030-430.4056	Credit Card Processing Fees	\$ 13,000	\$ 11,500	\$ 9,000	\$ 11,739	\$ 10,280
53	001-4030-430.4057	FD Public Report Fee	\$ 100	\$ 100	\$ 100	\$ 80	\$ 100
54	001-4030-430.4058	EV Charging Stations	\$ -	\$ 300	\$ 300	\$ 144	\$ 629
55	001-4030-430.4059	Time of Sale Inspection Fee	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,150	\$ 3,400
56	001-4030-430.4060	Vacant Building Registration	\$ 5,000	\$ 5,000	\$ -	\$ 5,300	\$ 700
57	001-4030-430.4061	Excavation Permits (DPW)	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -
58	001-4030-430.XXXX	Stormwater Connection Fee (DPW)	\$ -	\$ 1,250	\$ -	\$ -	\$ -
59	001-4030-430.XXXX	Overweight permit (over 24k lbs)	\$ 600	\$ 600	\$ -	\$ -	\$ -
60	Sub Total		\$ 553,915	\$ 557,982	\$ 563,772	\$ 589,889	\$ 601,500
61							
62	(4060-460) FINES AND PENALTIES						
63	001-4060-460.4061	City Ord. Violations (Traffic Control, Towing Fees, Muni	\$ 4,000	\$ 4,000	\$ 2,500	\$ 2,921	\$ 3,843
64	001-4060-460.4062	Del MAR Interest Penalty	\$ 2,000	\$ 2,600	\$ 2,600	\$ 1,474	\$ 1,854
65	001-4060-460.4063	Delinquent Tax Interest	\$ 29,000	\$ 32,000	\$ 28,000	\$ 23,898	\$ 33,923
66	001-4060-460.4064	Traffic Tickets - Judicial Bureau	\$ 10,000	\$ 10,000	\$ 20,000	\$ 9,554	\$ 9,404
67	001-4060-460.4066	Parking Tickets	\$ 25,000	\$ 40,000	\$ 25,000	\$ 23,672	\$ 25,699
68	Sub Total		\$ 70,000	\$ 88,600	\$ 78,100	\$ 61,519	\$ 74,724
69							
70	(4070-470) FEDERAL AND STATE ASSISTANCE						

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No	Account Description	FY 25		FY 24		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited		
71	001-4070-470.4070	Federal Grants					\$ 23,733	\$ 16,130	
72	001-4070-470.4071	State Reimbursements - COVID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,267	
73	001-4070-470.XXXX	Opioid Settlement Transfer (2038)	\$ 8,000						
74	Placeholder - State Funding		\$ 1,000,000						
75	001-4070-470.4074	State Highway Aid	\$ 146,278	\$ 140,000	\$ 140,000	\$ 146,383	\$ 158,231		
76	001-4070-470.4075	Federal Stimulus Aid - COVID19	\$ -	\$ -	\$ -	\$ -	\$ 70,623		
77	001-4070-470.4093	Police Grant (COPS - 2 Patrol; Yr. 3 of 4 but las	\$ -	\$ 71,961	\$ 83,332	\$ 105,545	\$ 94,707		
78	001-4070-470.4095	Police BCS Hotel Detail Contract	\$ -	\$ -	\$ -	\$ -	\$ 5,318		
79	001-4070-470.4096	Police Grants	\$ 3,000	\$ 2,800	\$ 1,000	\$ 4,749	\$ 2,486		
80	001-4070-470.4101	Police - State- (SIU Washington Cty)	\$ 60,000	\$ 60,000	\$ 60,000	\$ 45,000	\$ 60,000		
81	001-4070-470.4102	Police Federal (OVW - Circle)	\$ -	\$ 35,000	\$ 35,000	\$ -	\$ 26,276		
82	Sub Total		\$ 1,217,278	\$ 309,761	\$ 319,332	\$ 325,410	\$ 456,037		
83									
84	(4090-490) RENTS AND LEASES								
85	001-4090-490.4090	Auditorium Rental	\$ 60,000	\$ 49,106	\$ 35,000	\$ 60,581	\$ 62,318		
86	001-4090-490.4094	Alumni Hall (Rentals & DMV Lease)	\$ 9,750	\$ 7,200	\$ 7,200	\$ 10,200	\$ 9,300		
87	001-4090-490.4095	BOR Rental	\$ 150,168	\$ 140,987	\$ 128,000	\$ 125,143	\$ 140,018		
88	001-4090-490.4096	Custodial Fees	\$ 9,500	\$ 8,360	\$ 6,650	\$ 11,937	\$ 8,363		
89	001-4090-490.4098	Misc. Rents/Leases	\$ -	\$ -	\$ -	\$ 600	\$ 48		
90	Sub Total		\$ 229,418	\$ 205,652	\$ 176,850	\$ 208,461	\$ 220,046		
91									
92	(4100-500) SERVICE REVENUE								
93	001-4100-500.4095	Ambulance Billing - Williston	\$ -	\$ -	\$ 31,360	\$ 11,133	\$ 31,948		
94	001-4100-500.4097	Ambulance Billing - 1st Branch	\$ -	\$ -	\$ 11,760	\$ 5,566	\$ 11,301		
95	001-4100-500.4098	Ambulance Billing - White River	\$ -	\$ -	\$ -	\$ -	\$ -		
96	001-4100-500.4099	Ambulance Billing - East Montpelier	\$ -	\$ -	\$ 12,550	\$ 5,449	\$ 12,100		
97	001-4100-500.4100	Ambulance Income / Lift Assist	\$ 550,000	\$ 525,000	\$ 485,000	\$ 607,335	\$ 503,698		
98	001-4100-500.4101	Enterprise Fund	\$ 1,079,289	\$ 1,047,853	\$ 1,017,333	\$ 1,017,333	\$ 987,702		
99	001-4100-500.4102	City Report - School Portion	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500		
100	001-4100-500.4103	Jail Op's (DOC/FSU; CV Police Depts.)	\$ -	\$ -	\$ 6,000	\$ 4,175	\$ 9,558		
101	001-4100-500.4105	Dispatch Service Contracts	\$ 77,778	\$ 56,257	\$ 54,355	\$ 64,124	\$ 53,027		
102	001-4100-500.4106	School Resource Officers (2 @ 69%; BCEMS)	\$ 89,396	\$ 81,623	\$ 80,375	\$ 64,720	\$ 79,570		
103	001-4100-500.4108	Police Dept. - Special Details	\$ 20,000	\$ 15,000	\$ 15,000	\$ 23,593	\$ 20,405		
104	001-4100-500.4109	Fire Dept. - Special Details	\$ 8,500	\$ 7,000	\$ 7,000	\$ 9,063	\$ 7,998		
105	Sub Total		\$ 1,824,963	\$ 1,735,233	\$ 1,723,233	\$ 1,814,990	\$ 1,719,807		
106									
107	(4100-505) CEMETERY REVENUE								
108	001-4100-505.0402	Rents (Mobile Home Lot)	\$ 5,907	\$ 5,573	\$ 5,411	\$ 5,412	\$ 5,252		

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FY 25 FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
109	001-4100-505.0408	Transfer from Cemetery Perpetual Care	\$ -	\$ -	\$ -	\$ -	\$ 3,740
110	001-4100-505.0409	Cemetery - Flower Fund Interest	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
111	001-4100-505.0410	Cemetery - Trust Fund Interest	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
112	001-4100-505.XXXX	Cemetery - Mausoleum Fund	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -
113	001-4100-505.0411	Entombments	\$ 1,000	\$ 600	\$ 2,000	\$ 1,150	\$ 200
114	001-4100-505.0412	Foundations	\$ 10,545	\$ 10,545	\$ 10,000	\$ 7,085	\$ 9,616
115	001-4100-505.0413	Cemetery - Interments (Burials)	\$ 83,525	\$ 83,525	\$ 66,000	\$ 80,545	\$ 83,313
116	001-4100-505.0415	Markers/posts	\$ 2,500	\$ 1,500	\$ 1,500	\$ 1,660	\$ 2,125
117	001-4100-505.0416	Tent Set up	\$ 300	\$ 500	\$ 500	\$ 300	\$ 300
118	001-4100-505.0417	Cemetery - Lot sales	\$ 25,000	\$ 22,500	\$ 22,500	\$ 14,021	\$ 28,284
119	001-4100-505.0418	Tours	\$ 1,500	\$ 1,250	\$ 1,250	\$ 1,510	\$ 1,566
120	Sub Total		\$ 157,277	\$ 152,993	\$ 134,661	\$ 137,183	\$ 159,897
121							
122	(4110-510) MISCELLANEOUS REVENUE:						
123	001-4110-510.4111	Interest Income	\$ 10,000	\$ 1,800	\$ 20,000	\$ 19,575	\$ 751
124	001-4110-510.4114	Transfer fr Streets Ballot Item (For Bond P&I)	\$ 48,389	\$ 49,817	\$ 51,188	\$ 51,188	\$ 54,681
125	001-4110-510.4500	Semprebon VCF Trust Acct - Income	\$ 62,400	\$ 50,000	\$ 50,000	\$ 62,197	\$ 62,609
126	Sub Total		\$ 120,789	\$ 101,617	\$ 121,188	\$ 132,960	\$ 118,041
127							
128	REVENUE TOTAL		\$ 14,868,860	\$ 13,754,949	\$ 13,194,159	\$ 13,171,340	\$ 13,125,842
129			8.10%	4.25%		0.35%	
130	EXPENSES						
131	(5010) GENERAL ADMINISTRATION						
132	001-5010-100.0110	Personnel Services	\$ 8,000	\$ 8,000	\$ 8,000	\$ 6,750	\$ 6,333
133	001-5010-110.0150	FICA	\$ 612	\$ 612	\$ 612	\$ 516	\$ 440
	001-5010-120.0171	Consulting Services				\$ 1,550	
134	001-5010-130.0184	City Council Expenses	\$ 17,000	\$ 12,500	\$ 20,000	\$ 18,138	\$ 27,706
135	001-5040-130.0185	Secure Shred	\$ 625	\$ 625	\$ 1,250	\$ 546	\$ 577
136	001-5010-200.0214	Telephone & Internet Fees	\$ 52,222	\$ 52,222	\$ 52,650	\$ 55,182	\$ 46,704
137	001-5010-210.0312	Office Machine Maintenance (LEAF Contract)	\$ 12,470	\$ 10,300	\$ 10,000	\$ 12,107	\$ 9,649
138	001-5010-220.0409	Single Audit Fee Allowance	\$ 10,000	\$ 9,000	\$ 9,000	\$ -	\$ -
139	001-5010-220.0410	Annual Audit	\$ 29,200	\$ 28,000	\$ 27,600	\$ 27,600	\$ 27,200
140	001-5010-220.0411	City Report	\$ 3,000	\$ 5,550	\$ 6,500	\$ 5,599	\$ 7,323
141	001-5010-220.0413	Dues and Membership Fees (CVRPC, CVEDC, ')	\$ 26,471	\$ 27,760	\$ 27,500	\$ 23,147	\$ 25,791
142	001-5010-220.0414	Holiday Observance	\$ 2,000	\$ 2,000	\$ 2,000	\$ 3,216	\$ -
143	001-5010-220.0416	Postage Meter Contract	\$ 1,887	\$ 1,980	\$ 1,577	\$ 1,886	\$ 1,861
144	001-5010-230.0510	Advertising and Printing	\$ 20,000	\$ 25,000	\$ 28,700	\$ 19,629	\$ 30,886
145	001-5010-350.1053	Office Supplies	\$ 12,277	\$ 10,925	\$ 13,300	\$ 18,729	\$ 11,338

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024				
			FY 25 Template	FY 24 Approved	FY 23 Approved	FY 23 Unaudited	FY 22 Audited
146	001-5010-360.1163	Postage for Meter	\$ 17,500	\$ 17,500	\$ 17,500	\$ 15,714	\$ 13,968
147	001-5010-360.1170	Email Licenses (82)	\$ 9,046	\$ 9,046	\$ 8,466	\$ 8,782	\$ 6,916
148	001-5010-360.1171	City Hall Network - Internet, Security, PR/HR S	\$ 41,870	\$ 28,645	\$ 36,220	\$ 45,928	\$ 8,017
149	001-5010-360.1172	City Hall Printer Expenses (OSV Lease)	\$ 4,300	\$ 5,078	\$ 3,500	\$ 6,879	\$ 5,172
150	001-5010-360.1173	Working Communities Grant Match (Yr. 3 of 3)	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -
151	001-5010-360.1174	Interpretive Services Allowance	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
152	001-5010-360.XXXX	Communications Program (Regroup)	\$ 5,120	\$ -	\$ -	\$ -	\$ -
152	001-5010-370.1380	COVID Materials	\$ -	\$ -	\$ -	\$ -	\$ 4,383
153	001-5010-440.1240	Computer Replacement Program	\$ 14,100	\$ 13,000	\$ 13,500	\$ 15,276	\$ 19,757
154	Sub Total		\$ 287,700	\$ 273,743	\$ 293,875	\$ 287,174	\$ 255,021
155			5.10%	-6.85%		12.61%	
156	(5020) ASSESSOR						
157	001-5020-100.0110	Base Salary , Longevity (1.0 FTE)	\$ 64,157	\$ 59,588	\$ 56,355	\$ 54,988	\$ 55,239
158	Contracted	ASSESSOR	\$ 100,000	\$ 84,080	\$ 83,500	\$ -	\$ -
159	001-5020-100.0112	Overtime	\$ -	\$ 1,000	\$ 2,500	\$ -	\$ 148
160	001-5020-110.0150	FICA	\$ 4,908	\$ 9,204	\$ 8,880	\$ 4,276	\$ 4,200
161	001-5020-130.0180	Training/Development	\$ 750	\$ 750	\$ 2,000	\$ 50	\$ 30
162	001-5020-210.0311	SW License fees (Proval, 20% CAI GIS SW)	\$ 11,000	\$ 6,500	\$ 7,500	\$ 4,040	\$ 3,459
163	001-5020-340.0944	Vision (1 FTE)	\$ 200	\$ 200	\$ 200	\$ -	\$ -
164	001-5020-350.1054	Office Equipment	\$ -	\$ -	\$ 500	\$ -	\$ 230
165	001-5020-440.1241	Contracted Services	\$ -	\$ -	\$ -	\$ 420	\$ 315
166	001-9020-110.0151	Health Insurance	\$ 11,805	\$ 10,872	\$ 10,368	\$ -	\$ -
167	001-9020-110.0152	Life Insurance	\$ 585	\$ 564	\$ 550	\$ -	\$ -
168	001-9020-110.0153	Dental Insurance	\$ 450	\$ 450	\$ 436	\$ -	\$ -
169	001-9030-110.0154	Pension	\$ 8,581	\$ 7,526	\$ 6,980	\$ -	\$ -
170	Sub Total		\$ 202,436	\$ 180,734	\$ 179,769	\$ 63,774	\$ 63,621
171			12.01%	0.54%		0.24%	
172	(5030) LEGAL EXPENSES						
173	001-5030-120.0170	General City Attorney	\$ 50,000	\$ 27,500	\$ 27,500	\$ 46,192	\$ 38,699
174	001-5030-120.0173	Labor/Grievance Assistance	\$ 2,500	\$ 2,500	\$ 2,500	\$ 9,979	\$ 2,375
175	001-5030-230.0517	Contract Negotiations (June 24:FOP, Dec 25 A	\$ 15,000	\$ 10,000	\$ 10,000	\$ 19,525	\$ 28,377
176	Sub Total		\$ 67,500	\$ 40,000	\$ 40,000	\$ 75,696	\$ 69,451
177			68.75%	0.00%		8.99%	
178	(5040) CITY MANAGER						
179	001-5040-100.0110	Base Salary , Longevity (3.0 FTE)	\$ 227,324	\$ 244,605	\$ 227,267	\$ 273,222	\$ 234,244
180	001-5040-100.0110	IT System Administrator (TOTAL Comp allowance including benef	\$ -	\$ 76,221	\$ 66,300	\$ -	\$ -
181	001-5040-100.0120	Overtime	\$ -	\$ -	\$ 200	\$ 45	\$ 327
182	001-5040-110.0150	FICA	\$ 21,279	\$ 22,601	\$ 21,417	\$ 20,488	\$ 17,703

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024			FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited	
183	001-5040-110.0151	IT Support Contract (Vendor Allowance)	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,083	\$ 3,345	
184	001-5040-110.0152	City Web Site Hosting & Support Allowance (E	\$ 2,100	\$ 1,250	\$ 1,250	\$ 2,100	\$ 1,062	
185	001-5040-110.0153	Network HW/SW Expenses	\$ -	\$ 200	\$ 1,000	\$ -	\$ 168	
186	001-5040-110.0154	IT Expenses	\$ 5,500	\$ 6,916	\$ -	\$ 8,896	\$ -	
187	001-5040-130.0181	Consultant Fees	\$ -	\$ -	\$ -	\$ 6,800	\$ -	
188	001-5040-130.0182	Training & Development	\$ 1,000	\$ 1,000	\$ 2,000	\$ 1,549	\$ 569	
189	001-5040-130.0184	Manager Expenses	\$ -	\$ 250	\$ 1,500	\$ 995	\$ 676	
190	001-5040-220.0413	Dues/Memberships	\$ 550	\$ 350	\$ 1,500	\$ 329	\$ 235	
191	001-5040-320.0720	Vehicle Stipend	\$ 2,760	\$ 2,760	\$ 2,997	\$ 2,741	\$ 2,932	
192	001-5040-340.0944	Vision	\$ 570	\$ 570	\$ 570	\$ 195	\$ 595	
193	001-9020-110.0151	Health Insurance	\$ 34,606	\$ 66,360	\$ 52,421	\$ -	\$ -	
194	001-9020-110.0152	Life Insurance	\$ 1,750	\$ 1,693	\$ 1,643	\$ -	\$ -	
195	001-9020-110.0153	Dental Insurance	\$ 1,340	\$ 1,334	\$ 1,295	\$ -	\$ -	
196	001-9030-110.0154	Pension	\$ 29,900	\$ 20,034	\$ 16,178	\$ -	\$ -	
197			\$ -	\$ -	\$ -	\$ -	\$ -	
198	Sub Total		\$ 329,679	\$ 447,144	\$ 398,538	\$ 318,442	\$ 261,856	
199			-26.27%	12.20%		21.61%		
200	(5050) FINANCE							
201	001-5050-100.0110	Base Salary , Longevity (4 FTE)	\$ 327,022	\$ 222,948	\$ 196,381	\$ 209,695	\$ 201,785	
202	001-5050-100.0112	Overtime Allowance	\$ -	\$ 200	\$ 1,000	\$ 69	\$ 137	
203	001-5050-110.0150	FICA	\$ 25,017	\$ 17,071	\$ 15,100	\$ 15,123	\$ 14,521	
204	001-5050-120.0171	Consultant Fees	\$ -	\$ -	\$ -	\$ 460	\$ 230	
205	001-5050-130.0180	Training and Development	\$ 1,000	\$ 1,000	\$ 2,750	\$ 2,090	\$ 98	
206	001-5050-130.0182	Travel and Meals	\$ -	\$ 200	\$ 200	\$ 448	\$ 119	
207	001-5050-210.0311	Equipment (& SW) Contracts (NEMRC)	\$ 5,630	\$ 5,465	\$ 5,305	\$ 5,071	\$ 5,000	
208	001-5050-320.0728	Computer Maintenance	\$ -	\$ -	\$ 500	\$ -	\$ -	
209	001-5050-340.0944	Vision	\$ 565	\$ 565	\$ 565	\$ 652	\$ 726	
210	001-5050-350.1051	Computer Supplies	\$ -	\$ -	\$ 100	\$ 40	\$ -	
211	001-5050-350.1052	Computer Forms	\$ 500	\$ 1,000	\$ 1,000	\$ 247	\$ 437	
212	001-5050-440.1241	Annual NEMRC Disaster Recovery Fee	\$ 590	\$ 575	\$ 575	\$ 597	\$ 580	
213	001-9020-110.0151	Health Insurance	\$ 73,765	\$ 29,818	\$ 48,240	\$ -	\$ -	
214	001-9020-110.0152	Life Insurance	\$ 2,335	\$ 1,693	\$ 1,643	\$ -	\$ -	
215	001-9020-110.0153	Dental Insurance	\$ 1,790	\$ 1,343	\$ 1,303	\$ -	\$ -	
216	001-9030-110.0154	Pension	\$ 61,500	\$ 15,049	\$ 12,775	\$ -	\$ -	
217	Sub Total		\$ 499,714	\$ 296,926	\$ 287,437	\$ 234,491	\$ 223,634	
218			68.30%	3.30%		4.86%		
219	(5060) ELECTIONS							
220	001-5060-100.0110	Salaries and Wages	\$ 7,000	\$ 2,000	\$ 6,000	\$ 6,585	\$ 2,359	

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FY 25 FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
221	001-5060-360.1165	Program Materials	\$ 5,000	\$ 5,000	\$ 5,000	\$ 4,145	\$ 6,183
222	001-5060-360.1170	Board of Civil Authority	\$ 500	\$ 500	\$ 500	\$ 456	\$ -
223	Sub Total		\$ 12,500	\$ 7,500	\$ 11,500	\$ 11,186	\$ 8,542
224			66.67%	-34.78%		30.95%	
225	(5070) CITY CLERK						
226	001-5070-100.0110	Base Salary , Longevity (3.0 FTE - changed to 3	\$ 200,622	\$ 203,696	\$ 190,610	\$ 190,483	\$ 186,735
227	001-5070-100.0113	Overtime	\$ -	\$ 500	\$ 500	\$ 141	\$ 30
228	001-5070-110.0150	FICA	\$ 15,348	\$ 15,621	\$ 14,620	\$ 13,774	\$ 13,706
229	001-5070-XXX.XXXX	Contract	\$ 10,000	\$ -	\$ -	\$ -	\$ -
230	001-5070-130.0180	Training & Development	\$ 1,500	\$ 750	\$ 500	\$ 517	\$ 321
231	001-5070-130.0182	Travel & Meals	\$ 500	\$ 300	\$ 100	\$ 85	\$ -
232	001-5070-210.0312	Office Machines Maintenance	\$ 200	\$ 200	\$ 200	\$ 145	\$ -
233	001-5070-220.0417	Recording of Records	\$ 13,000	\$ 13,000	\$ 14,000	\$ 13,520	\$ 12,630
234	001-5070-230.0511	Credit Card Service Charges	\$ 13,000	\$ 11,500	\$ 10,800	\$ 14,750	\$ 12,734
235	001-5070-340.0944	Glasses	\$ 753	\$ 753	\$ 753	\$ 565	\$ 565
236	001-5070-360.1165	Program Materials	\$ 3,800	\$ 3,500	\$ 3,500	\$ 3,688	\$ 3,970
237	001-9020-110.0151	Health Insurance	\$ 51,310	\$ 47,127	\$ 35,587	\$ -	\$ -
238	001-9020-110.0152	Life/Disability	\$ 2,040	\$ 1,975	\$ 1,917	\$ -	\$ -
239	001-9020-110.0153	Dental Insurance	\$ 1,565	\$ 1,563	\$ 1,521	\$ -	\$ -
240	001-9030-110.0154	Pension	\$ 14,045	\$ 13,750	\$ 12,375	\$ -	\$ -
241	Sub Total		\$ 327,683	\$ 314,235	\$ 286,983	\$ 237,668	\$ 230,693
242			4.28%	9.50%		3.02%	
243	(6020) ANIMAL CONTROL						
247	001-6020-120.0173	ACO (Personnel Services & FICA Allow.)	\$ 1,500	\$ 1,500	\$ 3,000	\$ 1,185	\$ 1,400
248	001-6020-220.0415	Humane Society/Contract ACO Fees	\$ 5,000	\$ 8,000	\$ 8,000	\$ 2,990	\$ -
249	Sub Total		\$ 6,500	\$ 9,500	\$ 11,000	\$ 4,175	\$ 1,400
250			-31.58%	-13.64%		198.21%	
251	(6040) FIRE / EMS DEPARTMENT						
252	001-6040-100.0110	Base Slry; Holiday (16 FF, FM, EI,(.5 AA),DC,C)	\$ 1,561,656	\$ 1,445,552	\$ 1,400,505	\$ 1,315,338	\$ 1,337,891
253	001-6040-100.0111	Payroll Reimbursement	\$ -	\$ -	\$ -	\$ (2,445)	\$ (306)
254	001-6040-100.0120	Comp Time OT	\$ 46,090	\$ 29,371	\$ 49,011	\$ 44,317	\$ 65,124
255	001-6040-100.0121	Overtime (Embedded)	\$ 66,762	\$ 50,283	\$ 43,174	\$ 74,876	\$ 58,648
256	001-6040-100.0122	Overtime - Amb Coverage (Full-Time)	\$ 100,000	\$ 39,739	\$ 48,801	\$ 100,080	\$ 37,603
257	001-6040-100.0123	Overtime - Fire Coverage (Full-Time)	\$ 24,730	\$ 21,810	\$ 29,356	\$ 32,413	\$ 17,047
258	001-6040-100.0125	Fire Train'g & Development (OT Labor Only)	\$ 27,960	\$ 23,613	\$ 18,749	\$ 29,389	\$ 26,531
259	001-6040-100.0126	Training (Call Force)	\$ 1,200	\$ 2,500	\$ 3,500	\$ 1,078	\$ 861
260	001-6040-100.0128	Ambulance Coverage (Call Force)	\$ -	\$ 100	\$ 2,500	\$ 47	\$ 75
261	001-6040-100.0129	Fire Coverage (Call Force)	\$ 500	\$ 1,500	\$ 2,500	\$ 266	\$ 291

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
262	001-6040-110.0150	FICA	\$ 139,911	\$ 123,507	\$ 122,254	\$ 117,785	\$ 111,548
263	001-6040-120.0171	Consultant/Intercept Fees	\$ 3,750	\$ 1,000	\$ 1,000	\$ 4,242	\$ 1,075
264	001-6040-120.0173	Ambulance Rev Tax @3.3%	\$ 18,150	\$ 17,325	\$ 16,005	\$ 13,593	\$ 13,798
265	001-6040-130.0180	Training/Development Fees & Exp's	\$ 5,250	\$ 4,500	\$ 4,500	\$ 3,170	\$ 1,205
266	001-6040-130.0184	Paramedic Training	\$ 15,000	\$ 15,000	\$ -	\$ 14,000	\$ -
267	001-6040-130.0181	EMS Training (Live training & Recert Trng)	\$ 5,300	\$ 5,300	\$ 5,300	\$ 648	\$ 2,533
268	001-6040-130.0182	Travel & Meals	\$ 700	\$ 500	\$ 1,500	\$ 872	\$ 1,385
269	001-6040-130.0183	Ambulance Billing Training Seminar (Annual)	\$ -	\$ 1,500	\$ 1,500	\$ 415	\$ 771
270	001-6040-220.0413	Dues & Membership Fees	\$ 2,500	\$ 2,500	\$ 2,500	\$ 1,914	\$ 2,612
271	001-6040-220.XXXX	Fire Radio System Upgrade Assessment Fees	\$ 6,256	\$ 6,256	\$ -	\$ -	\$ -
272	001-6040-230.0511	Physicals/Fitness for Duty Checks	\$ 4,000	\$ 3,200	\$ 4,000	\$ 8,666	\$ 110
273	001-6040-310.0612	Breathing Apparatus	\$ 8,000	\$ 15,000	\$ 15,000	\$ 5,657	\$ 16,663
274	001-6040-310.0613	Fire Hose	\$ 5,000	\$ 7,500	\$ 5,000	\$ 6,084	\$ 5,433
275	001-6040-310.0616	Radios and Pagers	\$ 2,500	\$ 5,000	\$ 5,000	\$ 4,198	\$ 2,399
276	001-6040-320.0720	Fleet Maintenance	\$ 33,000	\$ 30,000	\$ 35,000	\$ 33,121	\$ 33,629
277	001-6040-320.XXXX	Vehicle Replacement Reserve	\$ -	\$ 5,000	\$ -	\$ -	\$ -
278	001-6040-320.0724	Truck Radio Maint	\$ 3,000	\$ 3,000	\$ 3,000	\$ 2,797	\$ 2,551
279	001-6040-320.0726	Fire Alarm Maintenance and Boxes	\$ 4,000	\$ 4,000	\$ 2,000	\$ 2,963	\$ 4,180
280	001-6040-320.0728	Secure Vacant Property	\$ -	\$ 500	\$ 500	\$ 25	\$ 624
281	001-6040-330.0834	Gas (Generators, saws, pumps, etc.)	\$ 200	\$ 200	\$ 200	\$ 241	\$ 43
282	001-6040-330.0835	Vehicle Fuel	\$ 24,180	\$ 24,180	\$ 23,500	\$ 24,650	\$ 19,710
283	001-6040-340.0940	Clothing (Uniform Replacements)	\$ 17,500	\$ 20,000	\$ 10,000	\$ 16,754	\$ 8,289
284	001-6040-340.0941	Safety Equipment	\$ 16,000	\$ 20,000	\$ 15,000	\$ 53,958	\$ 14,269
285	001-6040-340.0943	Footwear	\$ 4,000	\$ 4,850	\$ 4,850	\$ 2,172	\$ 3,410
286	001-6040-340.0944	Vision	\$ 1,615	\$ 4,190	\$ 4,190	\$ 1,750	\$ 1,475
287	001-6040-340.0945	Dry Cleaning	\$ -	\$ 600	\$ 750	\$ 685	\$ 594
288	001-6040-340.0947	Furniture -Building Appliances Updates	\$ 750	\$ 2,000	\$ 2,400	\$ 2,167	\$ 2,400
289	001-6040-340.0948	Ambulance Billing Mailers (service company fi	\$ 2,400	\$ 2,400	\$ 2,400	\$ 1,185	\$ -
290	001-6040-340.0949	Ambulance Contract Billing	\$ 54,000			\$ 31,167	
291	001-6040-350.1053	Office Supplies	\$ -	\$ 5,000	\$ 5,000	\$ 2,595	\$ 5,598
292	001-6040-350.1054	Medical Supplies	\$ 29,500	\$ 30,000	\$ 30,000	\$ 27,881	\$ 28,023
293	001-6040-350.1055	Oxygen Supplies	\$ 3,000	\$ 3,000	\$ 4,000	\$ 2,697	\$ 1,085
294	001-6040-350.1056	Training Supplies	\$ 1,200	\$ 1,000	\$ 1,000	\$ 1,045	\$ 1,335
295	001-6040-350.1058	Defib - Batteries/Preventative Maint.	\$ 16,331	\$ 18,331	\$ 5,500	\$ 2,987	\$ 74,895
296	001-6040-360.1165	Fire Prevention Program Material	\$ 250	\$ 250	\$ 300	\$ 21	\$ 571
297	001-6040-360.1167	Fire Investigation Material	\$ -	\$ -	\$ 300	\$ 62	\$ -
298	001-6040-370.1380	COVID19 Materials	\$ -	\$ -	\$ -	\$ 926	\$ 3,865
299	001-6040-440.1240	Computer Software (FH, ME, Amb, 911)	\$ 25,500	\$ 22,400	\$ 22,400	\$ 25,298	\$ 17,799

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
300	001-9020-110.0151	Health Insurance	\$ 392,365	\$ 344,766	\$ 322,794	\$ -	\$ -
301	001-9020-110.0152	Life Insurance	\$ 12,835	\$ 11,849	\$ 11,504	\$ -	\$ -
302	001-9020-110.0153	Dental Insurance	\$ 8,940	\$ 8,534	\$ 8,286	\$ -	\$ -
303	001-9030-110.0154	Pension	\$ 172,669	\$ 125,187	\$ 115,828	\$ -	\$ -
304	Sub Total		\$ 2,868,450	\$ 2,513,792	\$ 2,412,357	\$ 2,013,749	\$ 1,927,645
305			14.11%	4.20%		4.47%	
306	(6043) BCS: CITY HALL MAINTENANCE						
307	001-6043-100.0110	Base Salary , incl Longevity (-5 FTE)	\$ -	\$ -	\$ -	\$ 9,463	\$ 13,325
308	001-6043-100.0110	NEW MAINTENANCE (TOTAL Comp allowance	\$ 63,077	\$ 51,921	\$ 55,513	\$ -	\$ -
309	001-6043-100.0120	Overtime	\$ -	\$ -	\$ -	\$ 85	\$ 259
310	001-6043-110.0150	FICA	\$ 3,592	\$ 2,941	\$ 2,912	\$ 746	\$ 947
311	001-6043-120.0173	Professional Svcs	\$ -	\$ -	\$ -	\$ -	\$ 458
312	001-6043-200.0210	City Hall Electricity	\$ 9,306	\$ 8,460	\$ 7,691	\$ 9,317	\$ 6,927
313	001-6043-200.0212	City Hall BM Solar Project	\$ 7,607	\$ 10,813	\$ 9,830	\$ 7,677	\$ 7,337
314	001-6043-200.0213	Rubbish Removal	\$ 3,300	\$ 3,000	\$ 3,000	\$ 3,451	\$ 2,506
315	001-6043-200.0215	Water and Sewer	\$ 2,500	\$ 3,125	\$ 3,125	\$ 2,515	\$ 2,339
316	001-6043-320.0731	City Hall Improvements and Repairs	\$ 30,000	\$ 23,694	\$ 25,000	\$ 57,308	\$ 76,918
317	001-6043-330.0833	Fuel Oil	\$ 42,500	\$ 57,861	\$ 41,000	\$ 52,888	\$ 36,760
318	001-6043-340.0940	Clothing (Uniform/Dry Cleaning Service)	\$ 750	\$ 715	\$ 623	\$ 795	\$ 622
319	001-6043-340.0943	Footwear	\$ 100	\$ 100	\$ 100	\$ -	\$ 83
320	001-6043-340.0944	Vision	\$ 100	\$ 100	\$ 100	\$ 100	\$ 103
321	001-6043-350.1049	Custodial Supplies	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,112	\$ 1,676
322	001-6043-350.1050	Building and Grounds Supplies	\$ 1,500	\$ 1,500	\$ 2,000	\$ 1,878	\$ 1,332
323	001-9020-110.0151	Health Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
324	001-9020-110.0152	Life Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
325	001-9020-110.0153	Dental Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
326	001-9030-110.0154	Pension	\$ -	\$ -	\$ -	\$ -	\$ -
327	Sub Total		\$ 165,832	\$ 165,730	\$ 153,394	\$ 148,334	\$ 151,592
328			0.06%	8.04%		-2.15%	
329	(6045) METERS ENFORCEMENT						
330	001-6045-100.0110	Base Salary (1.5 FTE)	\$ 79,676	\$ 75,761	\$ 71,893	\$ 63,845	\$ 67,617
331	001-6045-110.0150	FICA	\$ 6,095	\$ 5,796	\$ 5,500	\$ 4,859	\$ 4,728
332	001-6045-200.0210	EVCS Electricity - Merchants Row	\$ 2,000	\$ 1,000	\$ 600	\$ 1,932	\$ 943
333	001-6045-200.0743	EVCS - Charge Point Contract & Maintenance	\$ -	\$ -	\$ 675	\$ -	\$ -
334	001-6045-220.0410	Towing Fees	\$ 4,000	\$ 4,000	\$ 4,000	\$ 2,796	\$ 4,353
335	001-6045-310.0616	Mifi	\$ 1,500	\$ 1,500	\$ 1,100	\$ 2,238	\$ 1,169
336	001-6045-320.0744	Meter Maintenance	\$ 3,000	\$ 2,000	\$ 2,000	\$ 2,718	\$ 346
337	001-6045-340.0940	Clothing	\$ 500	\$ 1,000	\$ 1,000	\$ -	\$ 1,162

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
338	001-6045-340.0943	Footwear (1 FTE)	\$ 350	\$ 350	\$ 350	\$ 225	\$ 134
339	001-6045-340.0944	Vision	\$ 185	\$ 185	\$ 185	\$ 485	\$ -
340	001-6045-350.1055	Meter Supplies(Batteries, Tickets, Envelopes,	\$ 3,000	\$ 3,500	\$ 4,500	\$ 4,034	\$ 2,789
341	001-6045-350.1057	Meter Systems Software (Ticket Trax)	\$ 4,500	\$ 4,125	\$ 3,550	\$ 3,924	\$ 3,442
342	001-6045-360.1165	Program Materials	\$ 1,100	\$ 1,000	\$ 1,000	\$ 1,034	\$ 985
343	001-6045-470.1271	Meter & Handhelds Replacements (3 - replace	\$ -	\$ 4,000	\$ 3,000	\$ 3,343	\$ -
344	001-9020-110.0151	Health Insurance (1 FTE)	\$ -	\$ -	\$ -	\$ -	\$ -
345	001-9020-110.0152	Life Insurance	\$ 585	\$ 564	\$ 548	\$ -	\$ -
346	001-9020-110.0153	Dental Insurance	\$ 404	\$ 404	\$ 393	\$ -	\$ -
347	001-9030-110.0154	Pension	\$ 6,503	\$ 4,611	\$ 4,506	\$ -	\$ -
348	Sub Total		\$ 113,398	\$ 109,796	\$ 104,800	\$ 91,433	\$ 87,668
349			3.28%	4.77%		4.29%	
350	(6050) POLICE DEPARTMENT						
351	001-6050-100.0109	Payroll Reimbursement				\$ (23,385)	\$ (14,953)
352	001-6050-100.0110	Base Salary, w/ Holiday, (18 17, .5 AA, C, DC)	\$ 1,512,250	\$ 1,332,206	\$ 1,292,722	\$ 1,284,756	\$ 1,281,919
353	001-6050-100.0137	Two new patrolmen: COPS Grant Local Share	\$ -	\$ 129,626	\$ 122,416	\$ 117,037	\$ 81,107
354	001-6050-100.0136	Mental Health Clinician (Local Share @25%)	\$ 27,500	\$ 20,000	\$ 20,600	\$ -	\$ 20,000
355	001-6050-100.0113	O/T Embedded Training (Mandatory OT Train	\$ -	\$ -	\$ 20,000	\$ -	\$ -
356	001-6050-100.0114	O/T Search Warrants & DOT	\$ 18,440	\$ 30,000	\$ 20,000	\$ 15,733	\$ 21,148
357	001-6050-100.0115	O/T Discretionary	\$ -	\$ -	\$ 10,000	\$ -	\$ -
358	001-6050-100.0117	O/T P/R 1st Shift Embedded	\$ 32,229	\$ 50,000	\$ 48,900	\$ 30,694	\$ 36,954
359	001-6050-100.0118	O/T P/R 2nd Shift Embedded	\$ 80,127	\$ 25,710	\$ 25,000	\$ 28,693	\$ 25,883
360	001-6050-100.0119	O/T P/R 3rd Shift Embedded	\$ 56,816	\$ 65,000	\$ 50,000	\$ 54,111	\$ 60,838
361	001-6050-100.0120	O/T P/R	\$ 93,181	\$ 65,841	\$ 37,500	\$ 97,313	\$ 89,049
362	001-6050-100.0121	O/T P/R 2%	\$ -	\$ 29,550	\$ 27,500	\$ 13,953	\$ 21,822
363	001-6050-100.0122	O/T P/R 3%	\$ -	\$ 12,191	\$ 12,500	\$ 8,318	\$ 12,066
364	001-6050-100.0125	Training P/R	\$ 53,505	\$ 20,000	\$ 20,000	\$ 50,960	\$ 36,570
365	001-6050-100.0129	Special Staff (Bike Patrol)	\$ -	\$ -	\$ -	\$ -	\$ -
366	001-6050-100.0130	Part-Time Police Officers (Allow.)	\$ 6,485	\$ 10,000	\$ 7,500	\$ 6,176	\$ 15,388
367	001-6050-100.XXXX	Domestic Violence & STOP Grants Shortfall	\$ -	\$ -	\$ 12,000	\$ -	\$ -
368	001-6050-100.0132	Educational Incentive	\$ -	\$ -	\$ 4,500	\$ -	\$ 2,600
369	001-6050-100.0135	Community Outreach Advocate	\$ 62,466	\$ 58,806	\$ 47,006	\$ 55,377	\$ 44,255
370	001-6050-110.0150	FICA	\$ 146,536	\$ 139,913	\$ 134,452	\$ 126,234	\$ 127,343
371	001-6050-120.0170	Legal Costs (Claim deductibles)	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,300	\$ 375
372	001-6050-120.0171	Consultant Fees	\$ -	\$ 500	\$ 500	\$ -	\$ -
373	001-6050-130.0180	Train'g, Recruiting & Development (Expenses	\$ 12,250	\$ 10,000	\$ 8,000	\$ 9,040	\$ 6,031
374	001-6050-130.0182	Travel and Meals	\$ 3,500	\$ 4,500	\$ 1,500	\$ 1,484	\$ 2,013
375	001-6050-210.0310	Computer Access-ADS	\$ 8,000	\$ 11,328	\$ 10,000	\$ 19,131	\$ 6,238

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
376	001-6050-210.0312	Office Equipment Service Contracts & Maint.	\$ 3,500	\$ 13,615	\$ 13,615	\$ 5,624	\$ 21,688
377	001-6050-230.0511	Lock-up Meals	\$ -	\$ -	\$ 3,000	\$ 1,287	\$ 1,449
378	001-6050-230.0512	Physicals	\$ 500	\$ 500	\$ 500	\$ -	\$ -
379	001-6050-320.0720	Vehicle Maintenance	\$ 25,500	\$ 25,500	\$ 27,500	\$ 28,227	\$ 39,375
380	001-6050-320.0721	TASER Assurance/Replacement Prgm	\$ -	\$ -	\$ 4,176	\$ 4,176	\$ 4,176
381	001-6050-320.0722	TASER Cartridges	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,181
382	001-6050-320.0XXX	Body Cameras/Taser Bundle	\$ 20,817	\$ -	\$ -	\$ -	\$ -
383	001-6050-320.0725	Bolawrap (annual fee for cartridge/battery re)	\$ -	\$ -	\$ 1,000	\$ -	\$ -
384	001-6050-320.0724	Radio Maintenance (Handhelds, Cruisers)	\$ 1,000	\$ 500	\$ 500	\$ 3,372	\$ -
385	001-6050-330.0835	Vehicle Fuel	\$ 27,416	\$ 34,135	\$ 27,500	\$ 26,688	\$ 28,143
386	001-6050-340.0940	Clothing (Phased Uniform Replacements)	\$ 12,500	\$ 10,000	\$ 8,000	\$ 9,851	\$ 6,738
387	001-6050-340.0941	Safety Equipment	\$ 13,000	\$ 11,500	\$ 11,500	\$ 12,910	\$ 12,004
388	001-6050-340.0942	Ammunition	\$ 10,000	\$ 10,000	\$ 10,000	\$ 9,981	\$ 6,533
389	001-6050-340.0943	Footwear	\$ 2,800	\$ 3,150	\$ 3,150	\$ 2,309	\$ 2,512
390	001-6050-340.0944	Vision	\$ 1,000	\$ 3,330	\$ 3,330	\$ 1,175	\$ 614
391	001-6050-340.0945	Dry Cleaning	\$ -	\$ 3,500	\$ 5,000	\$ 4,000	\$ 2,901
392	001-6050-340.0946	PD Building Security Cam's (17 total; Replace 2-3 t	\$ -	\$ 1,000	\$ 2,000	\$ 1,760	\$ -
393	001-6050-350.1053	Office Supplies	\$ 3,500	\$ 4,500	\$ 4,500	\$ 6,047	\$ 3,903
394	001-6050-350.1056	Training Supplies	\$ 2,000	\$ 1,000	\$ 1,000	\$ 2,708	\$ 1,070
395	001-6050-360.1158	Juvenile Program	\$ -	\$ 500	\$ 500	\$ -	\$ -
396	001-6050-360.1159	K-9 Program	\$ 1,500	\$ 3,700	\$ 3,500	\$ 1,765	\$ 1,742
397	001-6050-360.1161	Investigational Materials	\$ 6,000	\$ 6,000	\$ 4,000	\$ 5,903	\$ 8,790
398	001-6050-360.1162	Lockup Materials	\$ -	\$ -	\$ 3,500	\$ 2,054	\$ 1,589
399	001-6050-370.1380	COVID Materials	\$ -	\$ -	\$ -	\$ -	\$ 2,000
400	001-6050-480.1284	Radios (Personal & Cars)	(See line 425)	(See line 425)	(See line 425)	\$ -	\$ 1,035
401	001-6050-480.1291	Grant Transfer				\$ -	\$ 2,232
402	001-9020-110.0151	Health Insurance	\$ 355,462	\$ 314,409	\$ 317,886	\$ -	\$ -
403	001-9020-110.0152	Life Insurance	\$ 12,835	\$ 12,413	\$ 12,052	\$ -	\$ -
404	001-9020-110.0153	Dental Insurance	\$ 8,897	\$ 8,897	\$ 8,638	\$ -	\$ -
405	001-9030-110.0154	Pension	\$ 192,785	\$ 145,117	\$ 133,280	\$ -	\$ -
406	Sub Total		\$ 2,815,297	\$ 2,629,436	\$ 2,545,723	\$ 2,026,764	\$ 2,027,320
407			7.07%	3.29%		-0.03%	
408	(6055) DISPATCH						
409	001-6055-100.0109	Payroll Reimbursement				\$	(563)
410	001-6055-100.0111	Base Salary, incl Holiday (6 FTE)	\$ 442,427	\$ 388,211	\$ 371,222	\$ 375,309	\$ 362,130
411	001-6055-100.0117	Overtime 1st shift Embedded	\$ 23,103	\$ 12,963	\$ 11,635	\$ 31,303	\$ 14,903
412	001-6055-100.0118	Overtime 2nd shift Embedded	\$ 19,917	\$ 17,663	\$ 16,213	\$ 22,715	\$ 17,118
413	001-6055-100.0119	Overtime 3rd shift Embedded	\$ 36,271	\$ 50,906	\$ 24,000	\$ 22,301	\$ 50,240

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024			FY 23	FY 23	FY 22
			FY 25 Template	FY 24 Approved	FY 23 Approved	FY 23 Unaudited	FY 22 Audited	
414	001-6055-100.0124	Dispatcher O/T P/R	\$ 14,915	\$ 14,477	\$ 9,258	\$ 12,614	\$ 15,587	
415	001-6055-100.0126	Dispatcher O/T P/R 2nd Shift	\$ -	\$ 3,644	\$ 6,944	\$ 3,232	\$ 4,309	
416	001-6055-100.0127	Dispatcher O/T P/R 3rd Shift	\$ -	\$ 1,694	\$ 4,051	\$ 1,173	\$ 2,155	
417	001-6055-100.0128	Dispatcher Training P/R	\$ 1,500	\$ 2,500	\$ 5,000	\$ 538	\$ 66	
418	001-6055-100.0129	Dispatcher Training PT	\$ -	\$ -	\$ -	\$ -	\$ -	
419	001-6055-100.0129	Dispatcher Part-Time	\$ 35,514	\$ 32,865	\$ 35,894	\$ 43,489	\$ 27,539	
420	001-6055-100.0132	Incentive Pay	\$ -	\$ -	\$ -	\$ -	\$ -	
421	001-6055-110.0150	FICA	\$ 43,884	\$ 40,157	\$ 37,043	\$ 38,019	\$ 36,650	
422	001-6055-130-0180	Training/Development (APCO)	\$ 2,000	\$ 4,000	\$ 2,000	\$ 1,792	\$ 454	
423	001-6055-130-0182	Travel/Meals	\$ 1,000	\$ 2,000	\$ 1,000	\$ 449	\$ -	
424	001-6055-210.0310	Computer Access- Power DMS	\$ 21,000	\$ 10,592	\$ 9,000	\$ 13,304	\$ 5,159	
425	001-6055-210.0312	Office Machine Service Contract(s) & Maint. E	\$ 4,500	\$ 1,000	\$ 1,000	\$ 2,100	\$ 4,599	
426	001-6055-320.0724	Radio Maint	\$ 3,000	\$ 3,000	\$ 3,000	\$ 2,043	\$ 5,977	
427	001-6055-320.0725	Tower Rental Fees (American Tower Co.)	\$ 2,087	\$ 2,550	\$ 2,475	\$ 2,087	\$ 2,087	
428	001-6050-340.XXXX	Clothing	\$ -	\$ 3,671	\$ -	\$ -	\$ -	
429	001-6055-340.0944	Vision	\$ 700	\$ 1,110	\$ 1,110	\$ 370	\$ 301	
430	001-6055-350.1053	Office Supplies/Equipment	\$ 1,500	\$ 2,000	\$ 2,000	\$ 1,544	\$ 1,242	
431	001-6055-480.1290	Dispatch Capital Transfer	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	
432	001-9020-110.0151	Health Insurance	\$ 45,408	\$ 41,691	\$ 50,040	\$ -	\$ -	
433	001-9020-110.0152	Life Insurance	\$ 3,500	\$ 3,385	\$ 3,290	\$ -	\$ -	
434	001-9020-110.0153	Dental Insurance	\$ 2,427	\$ 2,427	\$ 2,355	\$ -	\$ -	
435	001-9030-110.0154	Pension	\$ 50,215	\$ 34,700	\$ 31,510	\$ -	\$ -	
436	Sub Total		\$ 779,868	\$ 702,205	\$ 655,040	\$ 599,383	\$ 574,952	
437			11.06%	7.20%		4.25%		
438	(6060) STREET LIGHTING							
439	001-6060-200.0210	City Street Lights & Main St Hist. Lgts	\$ 156,745	\$ 155,286	\$ 150,000	\$ 156,652	\$ 153,748	
440	001-6060-200.0212	Ped Way/KA Parking Lot Lights (New Line FY20 <small>moved to line above</small>)	\$ -	\$ 1,615	\$ 1,500	\$ 1,965	\$ 1,568	
441	Sub Total		\$ 156,745	\$ 156,901	\$ 151,500	\$ 158,617	\$ 155,316	
442			-0.10%	3.56%		2.13%		
443	(6070) TRAFFIC SIGNALS							
444	001-6070-200.0210	Traffic Light Electricity	\$ 7,000	\$ 8,000	\$ 8,000	\$ 6,383	\$ 6,589	
445	001-6070-200.0211	Traffic Light Maintenance	\$ 20,000	\$ 24,500	\$ 20,000	\$ 34,138	\$ 20,814	
446	Sub Total		\$ 27,000	\$ 32,500	\$ 28,000	\$ 40,521	\$ 27,403	
447			-16.92%	16.07%		47.87%		
448	(7010) ALDRICH LIBRARY							
449	001-7010-220.0420	Aldrich Library	\$ 280,872	\$ 250,170	\$ 239,292	\$ 239,292	\$ 234,600	
450	Sub Total		\$ 280,872	\$ 250,170	\$ 239,292	\$ 239,292	\$ 234,600	
451			12.27%	4.55%		2.00%		

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
452	(7015) BCS: FACILITIES: (Pool, NB Rink, Charlie's PG, Math, Lincoln)						
453	001-7015-100.0110	Base Salary, incl Long. (1 FTE)	\$ 81,936	\$ 75,870	\$ 71,545	\$ 78,045	\$ 73,811
454	001-7015-110.0150	FICA	\$ 6,268	\$ 5,804	\$ 5,473	\$ 5,751	\$ 5,442
455	001-7015-200.0210	Elect: 135 N. Main St (Wheelock Hse)	\$ -	\$ 1,000	\$ 1,000	\$ 793	\$ 907
456	001-7015-200.0211	Electricity (Includes Pool)	\$ 1,000	\$ 4,000	\$ 1,500	\$ 5,483	\$ 6,990
457	001-7015-200.0215	Water & Sewer (Includes Pool)	\$ 3,000	\$ 8,500	\$ 10,000	\$ 7,579	\$ 10,739
458	001-7015-320.0720	Fleet Maintenance	\$ 1,500	\$ 1,500	\$ 1,500	\$ 6,503	\$ 1,371
459	001-7015-320.0721	Field Maintenance	\$ 6,000	\$ 6,000	\$ 6,000	\$ 7,445	\$ 6,310
460	001-7015-320.0730	Pool and Building Maintenance	\$ 3,000	\$ 7,500	\$ 7,500	\$ 15,932	\$ 8,184
461	001-7015-330.0831	Fuel - 135 N. Main St (Wheelock Hse)	\$ -	\$ 5,395	\$ 3,100	\$ 5,406	\$ 3,942
462	001-7015-330.0835	Vehicle Fuel	\$ 6,170	\$ 6,170	\$ 4,495	\$ 5,081	\$ 4,572
463	001-7015-340.0940	Clothing (Uniform/Dry Cleaning Service)	\$ -	\$ 550	\$ 625	\$ 747	\$ 581
464	001-7015-340.0943	Footwear	\$ 200	\$ 200	\$ 200	\$ -	\$ 349
465	001-7015-340.0944	Vision	\$ 190	\$ 190	\$ 190	\$ 565	\$ -
466	001-7015-370.1380	COVID Materials	\$ -	\$ -	\$ -	\$ 1,301	\$ 270
467	001-7015-470.1270	Machinery and Equipment	\$ 1,500	\$ 1,500	\$ 1,500	\$ 2,603	\$ 1,415
468	001-9020-110.0151	Health Insurance	\$ 21,804	\$ 19,945	\$ 16,392	\$ -	\$ -
469	001-9020-110.0152	Life Insurance	\$ 583	\$ 564	\$ 548	\$ -	\$ -
470	001-9020-110.0153	Dental Insurance	\$ 445	\$ 445	\$ 432	\$ -	\$ -
471	001-9030-110.0154	Pension	\$ 5,735	\$ 5,121	\$ 4,650	\$ -	\$ -
472	Sub Total		\$ 139,331	\$ 150,254	\$ 136,650	\$ 143,233	\$ 124,883
473			-7.27%	9.96%		14.69%	
474	(7020) BCS: MUNICIPAL AUDITORIUM						
475	001-7020-100.0110	Base Salary, incl Long. (2 FTE)	\$ 105,646	\$ 94,038	\$ 97,652	\$ 92,702	\$ 82,008
476	001-7020-100.0120	Overtime	\$ 1,400	\$ 500	\$ 500	\$ 1,335	\$ 1,683
477	001-7020-110.0150	FICA	\$ 8,189	\$ 7,232	\$ 7,509	\$ 8,011	\$ 6,220
478	001-7020-200.0210	Electricity	\$ 9,500	\$ 13,516	\$ 10,100	\$ 9,871	\$ 14,105
479	001-7020-200.0212	BM Solar Project	\$ 16,187	\$ 19,196	\$ 23,382	\$ 14,922	\$ 17,451
480	001-7020-200.0213	Rubbish Removal	\$ 6,000	\$ 6,000	\$ 7,000	\$ 6,109	\$ 5,084
481	001-7020-200.0215	Water and Sewer	\$ 3,300	\$ 3,440	\$ 3,000	\$ 3,257	\$ 2,692
482	001-7020-200.0217	IT (Hi Speed Wi-Fi Service @ Aud & BOR)	\$ 4,800	\$ 3,900	\$ 3,900	\$ 7,792	\$ 4,407
483	001-7020-320.0727	Building and Grounds Maintenance	\$ 15,000	\$ 17,000	\$ 17,000	\$ 25,857	\$ 41,899
484	001-7020-320.0729	Alumni Hall Maintenance	\$ 5,000	\$ 6,000	\$ 6,000	\$ 28,864	\$ 7,607
485	001-7020-330.0831	Fuel Oil (Aud Only starting in FY22)	\$ 42,000	\$ 37,644	\$ 22,880	\$ 52,648	\$ 25,338
486	001-7020-330.0836	Propane (Alumni Hall & Aud)	\$ 4,500	\$ 5,494	\$ 4,373	\$ 5,505	\$ 4,852
487	001-7020-340.0940	Clothing (Uniform/Dry Cleaning Service)	\$ 1,500	\$ 2,643	\$ 2,540	\$ 2,020	\$ 3,116
488	001-7020-340.0943	Footwear	\$ 400	\$ 400	\$ 400	\$ 434	\$ 357
489	001-7020-340.0944	Vision	\$ 400	\$ 400	\$ 400	\$ -	\$ -

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FY 25 FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
490	001-7020-350.1049	Custodial Supplies	\$ 4,000	\$ 4,000	\$ 4,000	\$ 5,450	\$ 4,232
491	001-7020-470.1270	Machinery and Equipment Outlay	\$ 2,000	\$ 2,000	\$ 2,000	\$ 3,143	\$ 2,794
492	001-9020-110.0151	Health Insurance	\$ 24,804	\$ 30,818	\$ 36,330	\$ -	\$ -
493	001-9020-110.0152	Life Insurance	\$ 1,167	\$ 1,128	\$ 1,096	\$ -	\$ -
494	001-9020-110.0153	Dental Insurance	\$ 898	\$ 898	\$ 872	\$ -	\$ -
495	001-9030-110.0154	Pension	\$ 7,395	\$ 6,348	\$ 11,325	\$ -	\$ -
496	Sub Total		\$ 264,085	\$ 262,595	\$ 262,259	\$ 267,921	\$ 223,846
497			0.57%	0.13%		19.69%	
498	(7030) BCS: BARRE OUTDOOR RECREATION (BOR)						
499	001-7030-100.0110	Base Salary, incl Longevity (2 FTE)	\$ 102,536	\$ 104,114	\$ 89,461	\$ 92,619	\$ 96,837
500	001-7030-100.0120	Overtime	\$ 1,000	\$ 2,000	\$ 2,000	\$ 3,811	\$ 4,813
501	001-7030-110.0150	FICA	\$ 7,921	\$ 8,118	\$ 6,997	\$ 7,489	\$ 7,595
502	001-7030-200.0210	Electricity	\$ 24,753	\$ 32,632	\$ 29,666	\$ 19,898	\$ 29,607
503	001-7030-200.0212	BOR BM Solar Project	\$ 24,284	\$ 28,802	\$ 35,073	\$ 22,385	\$ 26,184
504	001-7030-200.0215	Water and Sewer	\$ 14,740	\$ 13,800	\$ 13,800	\$ 14,626	\$ 13,658
505	001-7030-320.0727	Building and Grounds Maintenance	\$ 18,000	\$ 22,000	\$ 22,000	\$ 49,693	\$ 62,677
506	001-7030-330.0836	Propane	\$ 13,000	\$ 16,826	\$ 15,840	\$ 13,100	\$ 14,405
507	001-7030-340.0940	Clothing (Uniforms)	\$ 1,500	\$ 2,200	\$ 2,290	\$ 3,539	\$ 2,990
508	001-7030-340.0943	Footwear	\$ 400	\$ 400	\$ 400	\$ -	\$ 484
509	001-7030-340.0944	Vision	\$ 400	\$ 400	\$ 400	\$ -	\$ 384
510	001-7030-350.1049	Custodial Supplies	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,554	\$ 1,361
511	001-7030-350.1050	Scheduling SW	\$ 4,045	\$ 4,500	\$ 3,700	\$ 4,045	\$ 3,695
512	001-7030-350.1053	Supplies and Equipment	\$ 6,000	\$ 8,500	\$ 12,000	\$ 9,534	\$ 7,749
513	001-9020-110.0151	Health Insurance	\$ 23,604	\$ 21,745	\$ 19,736	\$ -	\$ -
514	001-9020-110.0152	Life Insurance	\$ 1,167	\$ 1,128	\$ 1,096	\$ -	\$ -
515	001-9020-110.0153	Dental Insurance	\$ 449	\$ 898	\$ 872	\$ -	\$ -
516	001-9030-110.0154	Pension	\$ 7,178	\$ 10,266	\$ 8,809	\$ -	\$ -
517	Sub Total		\$ 252,977	\$ 280,330	\$ 266,140	\$ 243,293	\$ 272,439
518			-9.76%	5.33%		-10.70%	
519	(7035) BCS: PUBLIC SAFETY BUILDING MAINTENANCE						
520	001-7035-100.0111	Payroll Reimbursement				\$ (589)	\$ (3,555)
521	001-7035-100.0110	Base Salary, incl Long.(-5 1 FTE)	\$ 48,048	\$ 40,362	\$ 44,931	\$ 33,381	\$ 35,066
522	001-7035-100.0120	Overtime	\$ -	\$ -	\$ 1,000	\$ 264	\$ 1,988
523	001-7035-110.0150	FICA	\$ 3,676	\$ 3,088	\$ 3,514	\$ 2,516	\$ 2,743
524	001-7035-200.0210	Electricity	\$ 16,492	\$ 23,559	\$ 21,417	\$ 15,245	\$ 17,739
525	001-7035-200.0212	PSB BM Solar Project	\$ 17,496	\$ 18,183	\$ 20,133	\$ 18,461	\$ 16,530
526	001-7035-200.0213	Rubbish Removal	\$ 4,100	\$ 3,500	\$ 3,500	\$ 4,664	\$ 3,917
527	001-7035-200.0215	Water and Sewer	\$ 4,900	\$ 5,048	\$ 3,950	\$ 4,880	\$ 3,999

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
528	001-7035-320.0727	Building and Grounds Maintenance	\$ 30,000	\$ 30,000	\$ 30,000	\$ 71,187	\$ 50,381
529	001-7035-330.0834	Fuel (Diesel - Standby Generator)	\$ 1,220	\$ 1,219	\$ 650	\$ 633	\$ 1,238
530	001-7035-330.0836	Propane	\$ 22,475	\$ 30,430	\$ 26,128	\$ 27,106	\$ 27,240
531	001-7035-340.0940	Clothing (Uniform/Dry Cleaning Service)	\$ 750	\$ 552	\$ 575	\$ 818	\$ 680
532	001-7035-340.0943	Footwear	\$ 100	\$ 100	\$ 100	\$ 85	\$ 83
533	001-7035-340.0944	Vision	\$ 95	\$ 95	\$ 95	\$ 95	\$ 103
534	001-7035-350.1049	Custodial Supplies	\$ 3,000	\$ 3,000	\$ 5,000	\$ 4,017	\$ 2,654
535	001-7035-370.1380	COVID Materials	\$ -	\$ -	\$ -	\$ -	\$ -
536	001-9020-110.0151	Health Insurance	\$ 11,802	\$ 10,873	\$ 10,368	\$ -	\$ -
537	001-9020-110.0152	Life Insurance	\$ 585	\$ 564	\$ 548	\$ -	\$ -
538	001-9020-110.0153	Dental Insurance	\$ 445	\$ 445	\$ 436	\$ -	\$ -
539	001-9030-110.0154	Pension	\$ 3,363	\$ 2,724	\$ 5,562	\$ -	\$ -
540	Sub Total		\$ 168,546	\$ 173,742	\$ 177,907	\$ 182,762	\$ 160,805
541			-2.99%	-2.34%		13.65%	
542	(7050) BCS: RECREATION DEPARTMENT						
543	001-7050-100.0110	Base Salary, incl Long.(1 FTE)	\$ -	\$ 76,928	\$ 70,657	\$ 76,983	\$ 72,976
544	001-7050-100.0140	Skate Guards & Cashiers	\$ 1,440	\$ 3,000	\$ 3,000	\$ 1,351	\$ 1,528
545	001-7050-100.0141	Pool (Summer Camp) Personnel	\$ 26,817	\$ 26,750	\$ 26,750	\$ 26,817	\$ 19,583
546	001-7050-110.0150	FICA	\$ 2,162	\$ 8,161	\$ 7,681	\$ 7,440	\$ 6,707
547	001-7050-130.0180	Training and Development	\$ 1,050	\$ 1,500	\$ 750	\$ 405	\$ 525
548	001-7050-130.0182	Travel and Meals	\$ 100	\$ 300	\$ 300	\$ 85	\$ 168
549	001-7050-200.0211	Pool Electricity	\$ 3,000	above in facilities	above in facilities	above in facilities	above in facilities
550	001-7050-200.0215	Pool Water & Sewer	\$ 5,500	above in facilities	above in facilities	above in facilities	above in facilities
551	001-7050-220.0413	Dues and Membership Fees	\$ 400	\$ 400	\$ 400	\$ 280	\$ 310
552	001-7050-310.0617	Pool Equipment	\$ 600	\$ 1,200	\$ 1,200	\$ 246	\$ 80
553	001-7050-320.0721	Playground Maint.			\$ -	\$ 2,150	\$ -
554	001-7050-320.0725	Tennis Court Equip.	\$ 300	\$ 300	\$ 500	\$ 526	\$ 889
555	001-7050-320.0730	Pool Building Maintenance	\$ 4,500	above in facilities	above in facilities	above in facilities	above in facilities
556	001-7050-340.0944	Vision	\$ 190	\$ 190	\$ 190	\$ 180	\$ -
557	001-7050-350.1059	Recreation Supplies	\$ 2,000	\$ 2,250	\$ 2,000	\$ 1,298	\$ 1,328
558	001-7050-350.1060	Recreation Programs	\$ 4,100	\$ 500	\$ 2,500	\$ 1,211	\$ 695
559	001-9020-110.0151	Health Insurance	\$ 10,902	\$ 19,945	\$ 18,936	\$ -	\$ -
560	001-9020-110.0152	Life Insurance	\$ 292	\$ 564	\$ 548	\$ -	\$ -
561	001-9020-110.0153	Dental Insurance	\$ 223	\$ 445	\$ 432	\$ -	\$ -
562	001-9030-110.0154	Pension	\$ -	\$ 9,716	\$ 8,748	\$ -	\$ -
563	Sub Total		\$ 63,574	\$ 152,149	\$ 144,592	\$ 118,971	\$ 104,789
564			-58.22%	5.23%		13.53%	
565	(7060) SOLID WASTE MGMT.						

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
566	001-7060-200.0216	East Montpelier Property Tax (Sold in FY21)	\$ -	\$ -	\$ -	\$ -	\$ -
567	001-7060-220.0418	CVSWD Assessment	\$ 8,457	\$ 8,784	\$ 8,491	\$ 8,491	\$ 8,528
568	Sub Total		\$ 8,457	\$ 8,784	\$ 8,491	\$ 8,491	\$ 8,528
569			-3.72%	3.45%		-0.43%	
570	(8020) ENGINEERING						
571	001-8020-100.0110	Base Salary , Longevity (3 FTE)	\$ 313,484	\$ 229,203	\$ 210,840	\$ 207,385	\$ 221,444
572	001-8020-100.XXXX	Asst. DPW Director (TOTAL Comp allowance in	\$ -	\$ 123,130	\$ 101,495	\$ -	\$ -
573	001-8020-100.0112	Overtime	\$ -	\$ 375	\$ 12,500	\$ 8,274	\$ 19,319
574	001-8020-110.0150	FICA	\$ 23,982	\$ 24,326	\$ 22,441	\$ 16,297	\$ 17,625
	001-8020-120.0173	Professional Services				\$ 494	
575	001-8020-130.0180	Training/Development	\$ -	\$ 3,309	\$ 3,500	\$ -	\$ 4,977
576	001-8020-130.0182	Travel/Meals/Mileage	\$ 100	\$ 200	\$ 700	\$ 48	\$ 335
577	001-8020-210.0312	Office Machine Maintenance	\$ 500	\$ 500	\$ 500	\$ 114	\$ 299
578	001-8020-310.0615	Engineering Equipment/Licensing (GPS, GIS)	\$ 3,600	\$ 4,500	\$ 4,500	\$ 219	\$ -
579	001-8020-320.0720	Director POV Mileage Reimbursement Allowa	\$ -	\$ 1,700	\$ 1,600	\$ 1,073	\$ 1,647
580	001-8020-320.0724	Radio Maintenance	\$ 250	\$ 250	\$ 750	\$ 629	\$ 441
581	001-8020-340.0940	Clothing	\$ 500	\$ 500	\$ 500	\$ -	\$ 387
582	001-8020-340.0941	Equipment - Safety				\$ -	\$ 39
583	001-8020-340.0943	Footwear	\$ 500	\$ 645	\$ 430	\$ 190	\$ 664
584	001-8020-340.0944	Vision	\$ 740	\$ 740	\$ 565	\$ -	\$ 565
585	001-8020-370.1380	COVID Materials	\$ -	\$ -	\$ -	\$ -	\$ -
586	001-9020-110.0151	Health Insurance	\$ 75,763	\$ 30,818	\$ 29,304	\$ -	\$ -
587	001-9020-110.0152	Life Insurance	\$ 2,335	\$ 1,693	\$ 1,643	\$ -	\$ -
588	001-9020-110.0153	Dental Insurance	\$ 1,787	\$ 1,343	\$ 1,303	\$ -	\$ -
589	001-9030-110.0154	Pension	\$ 38,651	\$ 20,727	\$ 18,668	\$ -	\$ -
590	Sub Total		\$ 462,192	\$ 443,960	\$ 411,239	\$ 234,723	\$ 267,741
591			4.11%	7.96%		-12.33%	
592	(8030) PLANNING, PERMITTING, & ZONING						
593	001-8030-100.0110	Base Salary , Longevity (2.0 FTE)	\$ 144,070	\$ 131,600	\$ 120,010	\$ 97,981	\$ 92,757
594	001-8030-100.xxxx	JR. PLANNER (TOTAL Comp allowance includin	\$ -	\$ 87,275	\$ 73,081	\$ -	\$ -
595	001-8030-100.0112	Overtime Allowance	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -
596	001-8030-100.0115	Professional Services/Consultant Allow.	\$ 14,061	\$ 14,061	\$ 10,000	\$ -	\$ -
597	001-8030-110.0150	FICA	\$ 11,098	\$ 14,360	\$ 13,076	\$ 7,057	\$ 6,670
598	001-8030-120.0173	Grants Match (Allowance)	\$ 20,000	\$ 2,500	\$ 15,000	\$ -	\$ -
599	001-8030-130.0180	Training and Development	\$ 500	\$ 500	\$ 1,500	\$ 68	\$ 198
600	001-8030-130.0182	Travel and Meals	\$ -	\$ 150	\$ 250	\$ -	\$ -
601	001-8030-220.0413	Dues and Membership Fees	\$ 100	\$ 150	\$ 250	\$ 80	\$ 80
602	001-8030-340.0944	Vision	\$ 380	\$ 380	\$ 380	\$ 743	\$ -

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
603	001-8030-440.1240	Computer Software (CAI)	\$ 7,800	\$ 7,800	\$ 7,500	\$ 6,670	\$ 6,095
604	001-9020-110.0151	Health Insurance	\$ 33,605	\$ 39,890	\$ 37,872	\$ -	\$ -
605	001-9020-110.0152	Life Insurance	\$ 1,167	\$ 1,128	\$ 1,096	\$ -	\$ -
606	001-9020-110.0153	Dental Insurance	\$ 890	\$ 890	\$ 864	\$ -	\$ -
607	001-9030-110.0154	Pension	\$ 16,085	\$ 8,883	\$ 7,805	\$ -	\$ -
608	Sub Total		\$ 250,756	\$ 310,567	\$ 289,683	\$ 112,598	\$ 105,801
609			-19.26%	7.21%		6.42%	
610	(8035) COMMUNITY DEVELOPMENT						
611	001-8035-120.0172	Barre Partnership	\$ 70,000	\$ 70,000	\$ 67,626	\$ 67,626	\$ 66,300
612	001-8035-120.0175	Barre Area Development	\$ 60,853	\$ 60,853	\$ 52,779	\$ 52,779	\$ 51,744
613	001-8035-120.017X	Green Mountain Transit	\$ 38,401				
614	001-8035-320.0727	Main Street Maintenance	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,096	\$ -
615	Sub Total		\$ 170,454	\$ 132,053	\$ 121,605	\$ 121,501	\$ 118,044
616			29.08%	8.59%		2.93%	
617	(8040) PARKS AND TREES						
618	001-8040-200.0210	Electricity: Currier Park, Dente Park	\$ 900	\$ 900	\$ 900	\$ 798	\$ 771
619	001-8040-320.0725	Tree removal	\$ -	\$ 12,500	\$ 15,000	\$ 9,295	\$ 17,785
620	Sub Total		\$ 900	\$ 13,400	\$ 15,900	\$ 10,093	\$ 18,556
621			-93.28%	-15.72%		-45.61%	
622	(8050) STREET DEPARTMENT						
623	001-8050-100.0101	Base Salary , Longevity (13.6 FTE)	\$ 716,277	\$ 681,650	\$ 693,930	\$ 565,184	\$ 262,700
624	001-8050-100.0102	Personnel/ Charge Job					\$ 10,281
625	001-8050-100.0103	Personnel Services -NSC					\$ 30,988
626	001-8050-100.0104	Personnel Services -SW					\$ 32,603
627	001-8050-100.0105	Personnel Services -SNO					\$ 14,508
628	001-8050-100.0106	Personnel Services -SS					\$ 31,195
629	001-8050-100.0108	Personnel Services -VEH MAINT					\$ 26,391
630	001-8050-100.0109	Personnel Services -Sno EQ					\$ 33,832
631	001-8050-100.0111	Payroll Reimbursement					\$ (203)
632	001-8050-100.0113	Personnel Svc - Patch PH					\$ 30,635
633	001-8050-100.0114	Personnel Svc - SWP STS					\$ 8,051
634	001-8050-100.0116	Lawn Waste -Spring/ Fall Collections					\$ 1,063
635	001-8050-100.XXXX	Bulk Waste & Tire Collection Days OT	\$ -	\$ -	\$ 1,750	\$ -	\$ -
636	001-8050-100.0117	Personnel Svc - Sand/ Salt STS					\$ 17,949
637	001-8050-100.0118	Personnel Svc - SN PL P Lots					\$ 9,265
638	001-8050-100.0119	Personnel Svc - Sno PU STS					\$ 14,103
639	001-8050-100.0120	Personnel Svc - Sno PI STS OT					\$ 10,314
640	001-8050-100.0121	Personnel Svc - Sand /Salt STS OT					\$ 6,792

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FY 25		FY 24		FY 23		FY 22			
			Template	Approved	Approved	Unaudited	Audited					
641	001-8050-100.0122	Personnel Svc - Sno PI P Lots OT							\$	1,187		
642	001-8050-100.0123	Personnel Svc - Sno PU STS OT							\$	6,371		
643	001-8050-100.0124	Personnel Svc - Equip Maint							\$	16,913		
644	001-8050-100.0125	Personnel Svc - Sweep SW							\$	7,995		
645	001-8050-100.0131	Overtime	\$	41,165	\$	59,062	\$	-	\$	39,935	\$	44,391
646	001-8050-110.0150	FICA	\$	57,944	\$	56,664	\$	53,220	\$	45,154	\$	45,547
647	001-8050-110.0162	Claims/Deductibles	\$	2,000	\$	2,000	\$	2,000	\$	1,619	\$	428
648	001-8050-120.0171	Consulting Services	\$	3,000	\$	3,000	\$	5,000	\$	2,633	\$	833
649	001-8050-120.0172	Storm Water Permits (Fees Only)	\$	4,500	\$	8,347	\$	7,500	\$	4,130	\$	5,051
650	001-8050-130.0180	Training and Development (CDL Training/Road)	\$	4,500	\$	4,500	\$	4,500	\$	4,276	\$	10,119
651	001-8050-130.0182	Travel and Meals	\$	-	\$	250	\$	250	\$	2	\$	-
652	001-8050-200.0210	Electricity	\$	9,500	\$	9,500	\$	10,000	\$	8,948	\$	9,382
653	001-8050-200.0213	Rubbish Removal	\$	4,000	\$	4,000	\$	5,000	\$	5,402	\$	3,502
654	001-8050-210.0320	Equipment Rental - Snow (10 w Dumps)	\$	5,000	\$	5,000	\$	1,500	\$	1,850	\$	9,952
655	001-8050-210.0323	Equipment Rental - Streets (Excavators)	\$	3,000	\$	2,500	\$	7,500	\$	3,853	\$	-
656	001-8050-230.0530	Vehicles Damage	\$	1,000	\$	2,000	\$	2,000	\$	-	\$	1,000
657	001-8050-230.0531	Plow Damage	\$	1,500	\$	2,500	\$	2,500	\$	1,171	\$	315
658	001-8050-310.0620	Barricades, Lights - STS	\$	1,000	\$	1,000	\$	1,000	\$	-	\$	145
659	001-8050-310.0622	Culverts - SS	\$	2,000	\$	3,862	\$	3,500	\$	-	\$	-
660	001-8050-310.0626	Guardrails	\$	5,000	\$	6,000	\$	5,000	\$	5,380	\$	2,209
661	001-8050-310.0628	Pre-Cast Catch Basin's & Grates - SS	\$	5,000	\$	10,000	\$	10,000	\$	-	\$	-
662	001-8050-320.0724	Radio	\$	1,000	\$	1,000	\$	1,000	\$	2,371	\$	441
663	001-8050-320.0727	Building and Grounds	\$	12,000	\$	7,500	\$	7,500	\$	13,046	\$	12,716
664	001-8050-320.0740	Equipment Maintenance- STS	\$	30,000	\$	30,000	\$	40,000	\$	40,157	\$	22,116
665	001-8050-320.0742	Snow Equipment Maintenance	\$	25,000	\$	15,000	\$	15,000	\$	43,206	\$	17,660
666	001-8050-320.0743	Truck -Maintenance STS	\$	73,500	\$	73,500	\$	73,500	\$	95,583	\$	77,728
667	001-8050-320.0745	Bridge & Railing Repairs	\$	-	\$	3,000	\$	-	\$	-	\$	-
668	001-8050-320.0746	Street Painting	\$	9,000	\$	9,000	\$	7,500	\$	6,198	\$	15,228
669	001-8050-320.0747	Yard Waste w/ Barre Town Annual Collection	\$	9,015	\$	2,200	\$	2,200	\$	100	\$	2,318
670	001-8050-320.0748	Roadside Mowing	\$	5,000	\$	6,000	\$	6,000	\$	-	\$	-
671	001-8050-320.0749	Tire Disposal Event (non-grant expense)	\$	-	\$	5,000	\$	5,000	\$	3,589	\$	2,422
672	001-8050-320.0750	Bulk Waste Removal - Disposal Fees	\$	-	\$	10,000	\$	17,500	\$	4,002	\$	661
673	001-8050-330.0828	Fuel Oil - Garage & Barricade Rm	\$	28,534	\$	28,534	\$	21,632	\$	26,080	\$	19,203
674	001-8050-330.0834	Fuel Reimbursement		-		-		-		(104,683.49)		(99,111)
675	001-8050-330.0835	Vehicle Fuel	\$	75,164	\$	75,164	\$	74,500	\$	193,390	\$	131,110
676	001-8050-330.0836	Propane for Hot Box	\$	500	\$	250	\$	250	\$	987	\$	-
677	001-8050-330.0837	Vehicle Grease and Oil	\$	2,500	\$	4,000	\$	4,000	\$	1,080	\$	3,328
678	001-8050-340.0940	Clothing (Uniform/ Cleaning Service)	\$	12,000	\$	12,000	\$	12,000	\$	16,263	\$	13,076

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
679	001-8050-340.0941	Safety Equipment	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,897	\$ 2,050
680	001-8050-340.0942	Physical Exams	\$ -	\$ 540	\$ 540	\$ -	\$ -
681	001-8050-340.0943	Footwear	\$ 2,720	\$ 2,720	\$ 2,720	\$ 2,875	\$ 1,392
682	001-8050-340.0944	Vision	\$ 800	\$ 2,700	\$ 2,700	\$ 225	\$ 189
683	001-8050-350.1060	Small Tools	\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,935	\$ 1,269
684	001-8050-350.1061	Supplies Garage	\$ 15,000	\$ 15,000	\$ 15,000	\$ 25,220	\$ 17,418
685	001-8050-350.1062	Supplies SW	\$ 17,000	\$ 13,500	\$ 15,000	\$ 5,496	\$ 17,208
686	001-8050-350.1063	Supplies New SW Construction/Rehab	\$ -	\$ 3,000	\$ 3,000	\$ 165	\$ 11,543
687	001-8050-350.1064	Supplies SS	\$ 18,722	\$ 12,000	\$ 12,000	\$ 17,695	\$ 19,748
688	001-8050-350.1065	Supplies STS	\$ 7,500	\$ 7,500	\$ 7,500	\$ 4,162	\$ 12,799
689	001-8050-350.1066	SNO - Snow (Chains, plow blades, etc.)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 34	\$ -
690	001-8050-360.1171	Asphalt- SW repairs	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ 1,584
691	001-8050-360.1172	Bituminous Hot Mix - Streets	\$ 12,500	\$ 12,500	\$ 12,500	\$ 13,603	\$ 11,351
692	001-8050-360.1173	Bituminous Hot Mix - Surface Sewers	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,163	\$ 691
693	001-8050-360.1174	Chloride - SNO	\$ -	\$ 250	\$ -	\$ -	\$ -
694	001-8050-360.1175	Concrete - SW repairs (small <25ft)	\$ -	\$ 3,500	\$ 2,500	\$ 1,540	\$ 3,570
695	001-8050-360.1177	Gravel - STS	\$ -	\$ 500	\$ 500	\$ -	\$ -
696	001-8050-360.1181	Kold Patch - STS (pothole repairs)	\$ 6,200	\$ 5,000	\$ 5,000	\$ 5,721	\$ 6,595
697	001-8050-360.1184	Salt - Sno	\$ 160,000	\$ 170,000	\$ 180,000	\$ 140,185	\$ 116,541
698	001-8050-360.1187	SNO - Snow (Streets) Sand	\$ 13,000	\$ 3,000	\$ 5,000	\$ 13,303	\$ 1,588
699	001-8050-360.1188	SS - Surface Sewers (Gravel Backfill)	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -
700	001-8050-360.1189	Street & Parking Signs	\$ 10,000	\$ 5,000	\$ 5,000	\$ 8,560	\$ 14,272
701	001-8050-360.1190	Salt Reimbursement	\$ -	\$ -	\$ -	\$ (2,940)	\$ (4,047)
702	001-8050-360.1191	Street Light Maint. (Bulbs-not signals)	\$ -	\$ 250	\$ 250	\$ 2,062	\$ (6,090)
703	001-8050-360.1195	State AOT Projects	\$ 1,000			\$ 334	
704	001-8050-440.1240	Computer Software	\$ 10,500	\$ 4,500	\$ 4,100	\$ 3,517	\$ 1,833
705	001-9020-110.0151	Health Insurance	\$ 213,360	\$ 165,051	\$ 189,548	\$ -	\$ -
706	001-9020-110.0152	Life Insurance	\$ 7,930	\$ 6,545	\$ 7,450	\$ -	\$ -
707	001-9020-110.0153	Dental Insurance	\$ 5,500	\$ 4,699	\$ 5,348	\$ -	\$ -
708	001-9030-110.0154	Pension	\$ 67,490	\$ 56,048	\$ 54,700	\$ -	\$ -
709	Sub Total		\$ 1,729,821	\$ 1,651,787	\$ 1,648,088	\$ 1,279,654	\$ 1,156,208
710			4.72%	0.22%		10.68%	
711	(8500) BCS: CEMETERIES & PARKS DEPARTMENT						
712	001-8500-100.0101	Salaries, Wages and Benefits: (1 FTE)	\$ 69,292	\$ 65,723	\$ 62,634	\$ -	\$ 15
713	001-8500-100.0102	Seasonal Staff	\$ 27,500	\$ 60,000	\$ 50,000	\$ -	\$ -
714	001-8500-100.0103	Overtime Allowance	\$ 500	\$ 1,000	\$ 1,000	\$ 1,110	\$ 2,132
715	001-8500-100.0109	Personnel SVE - Equip Maint	\$ -	\$ -	\$ -	\$ -	\$ 235
716	001-8500-100.0110	Personnel SVE - Parks	\$ -	\$ -	\$ -	\$ 3,590	\$ 3,505

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
717	001-8500-100.0116	Personnel SVE - Elmwood	\$ -	\$ -	\$ -	\$ 4,347	\$ 3,807
718	001-8500-100.0117	Personnel SVE - Hope	\$ -	\$ -	\$ -	\$ 52,432	\$ 48,420
719	001-8500-100.0118	Personnel SVE - St. Monica	\$ -	\$ -	\$ -	\$ 3,944	\$ 3,985
720	001-8500-100.0120	PT Per Sve - Parks	\$ -	\$ -	\$ -	\$ 140	\$ 14
721	001-8500-100.0121	PT Per Sve - Elmwood	\$ -	\$ -	\$ -	\$ 16,509	\$ 13,112
722	001-8500-100.0122	PT Per Sve - Hope	\$ -	\$ -	\$ -	\$ 54,769	\$ 32,180
723	001-8500-100.0123	PT Per Sve - St. Monica	\$ -	\$ -	\$ -	\$ 3,050	\$ 2,059
724	001-8500-110.0150	FICA	\$ 7,443	\$ 9,694	\$ 8,693	\$ 10,702	\$ 8,374
725	001-8500-130.0180	Training and Development	\$ -	\$ -	\$ -	\$ -	\$ -
726	001-8500-130.0182	Travel and Meals	\$ -	\$ 100	\$ 100	\$ -	\$ -
727	001-8500-200.0221	Electricity (Office)	\$ 500	\$ 600	\$ 600	\$ 640	\$ 603
728	001-8500-220.0425	Veterans Flags	\$ -	\$ 2,434	\$ 2,560	\$ 2,464	\$ -
729	001-8500-320.0720	Dump Trk/Backhoe Maint Exps (No Lbr)	\$ 1,200	\$ 1,200	\$ 1,200	\$ 2,213	\$ 1,429
730	001-8500-320.0727	Building Maintenance (Hope)	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,986	\$ 2,121
731	001-8500-320.0729	Mausoleum Maintenance	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
732	001-8500-320.0730	Building & Grounds Maint (Elmwood)	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,444	\$ 1,577
733	001-8500-320.0731	Contracted Services	\$ -	\$ -	\$ -	\$ 400	\$ 350
734	001-8500-320.0732	Grounds Maintenance (Hope)	\$ 4,000	\$ 5,000	\$ 5,000	\$ 2,039	\$ 6,445
735	001-8500-320.0733	Building & Grounds Maint (St. Monica)	\$ 1,500	\$ 1,500	\$ 1,000	\$ 147	\$ 2,763
736	001-8500-320.0735	Dufresne Lot Expenses (Water, Taxes)	\$ 1,200	\$ 1,750	\$ 1,750	\$ 1,181	\$ 1,145
737	001-8500-320.0740	Small Equipment Maint Exps (No Labor)	\$ 2,000	\$ 4,000	\$ 2,000	\$ 4,821	\$ 4,094
738	001-8500-320.0828	Fuel oil/Propane: Office	\$ 1,147	\$ 1,147	\$ 500	\$ 1,348	\$ 827
739	001-8500-330.0835	Fuel (Vehicle, Backhoe, Mowers)	\$ 7,762	\$ 7,762	\$ 3,750	\$ 6,411	\$ 5,989
740	001-8500-340.0940	Clothing (Uniform/Dry Cleaning Service)	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,524	\$ 1,214
741	001-8500-340.0941	Equipment -Safety	\$ 200	\$ 200	\$ 200	\$ 108	\$ -
742	001-8500-340.0943	Footwear	\$ 200	\$ 200	\$ 200	\$ -	\$ 460
743	001-8500-340.0944	Vision	\$ 190	\$ 190	\$ 190	\$ -	\$ -
744	001-8500-350.1060	Small Tools (Trimmers/Mowers)	\$ -	\$ 500	\$ 500	\$ 18	\$ 12
745	001-8500-360.1195	Trust Fund Cemetery Flowers	\$ 5,000	\$ 5,500	\$ 5,500	\$ 4,710	\$ 5,421
746	001-8500-360.1196	Foundations (Monuments)	\$ 5,000	\$ 3,000	\$ 3,000	\$ 5,129	\$ 3,749
747	001-8500-470.1270	Machines/Equipment (Annual Mower Replac	\$ -	\$ -	\$ 5,000	\$ 1,497	\$ 6,305
748	001-9020-110.0151	Health Insurance	\$ -	\$ -	\$ 3,000	\$ -	\$ -
749	001-9020-110.0152	Life Insurance	\$ 583	\$ 564	\$ 548	\$ -	\$ -
750	001-9020-110.0153	Dental Insurance	\$ 404	\$ 404	\$ 393	\$ -	\$ -
751	001-9030-110.0154	Pension	\$ 9,268	\$ 8,611	\$ 7,754	\$ -	\$ -
752	Sub Total		\$ 151,389	\$ 187,579	\$ 173,572	\$ 194,171	\$ 162,341
753	(9015) TRANSFERS TO		-19.29%	8.07%		19.6%	
754	001-9015-350.3500	Transfer to Capital Improve			\$	\$ 233,139	

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FY 25		FY 24		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited		
755	Sub Total		\$ -	\$ -	\$ -	\$ 233,139	\$ -		
756						#DIV/0!			
757	(9020) EMPLOYEE BENEFITS								
758	001-9020-110.0151	Health Insurance	\$ -	\$ -	\$ -	\$ 955,164	\$ 904,712		
759	001-9020-110.0152	Life Insurance	\$ -	\$ -	\$ -	\$ 40,040	\$ 41,571		
760	001-9020-110.0153	Dental Insurance	\$ -	\$ -	\$ -	\$ 31,038	\$ 31,873		
761	001-9030-110.0154	BC/BS Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -		
762	001-9020-110.0160	Emp Premium Payments	\$ -	\$ -	\$ -	\$ 93,043	\$ 112,984		
763	Sub Total		\$ -	\$ -	\$ -	\$ 1,119,285	\$ 1,091,141		
764						2.6%			
765	(9030) CITY PENSION PLAN								
766	001-9030-110.0154	Pension Plan	\$ -	\$ -	\$ -	\$ 509,353	\$ 499,187		
767	001-9030-110.0156	Pension Plan Consultant (9030)	\$ 3,000	\$ 6,500	\$ 3,000	\$ 2,420	\$ 6,470		
768	Sub Total		\$ 3,000	\$ 6,500	\$ 3,000	\$ 511,773	\$ 505,657		
769			-53.85%	116.67%		1.2%			
770	(9050) DEBT SERVICE PRINCIPLE								
771	001-9050-230.0511	Auditorium (paid in full 12/2021)	\$ -	\$ -	\$ -	\$ -	\$ 30,000		
772	001-9050-230.0513	Granite Museum (paid in full 9/2021)	\$ -	\$ -	\$ -	\$ -	\$ 19,191		
773	001-9050-230.0522	City Hall Roof (Ends FY30)	\$ 3,250	\$ 3,250	\$ 3,250	\$ 3,250	\$ 3,250		
774	001-9050-230.0526	Public Safety Building (Ends FY27)	\$ 195,000	\$ 195,000	\$ 195,000	\$ 195,000	\$ 195,000		
775	001-9050-230.0529	2013 HME Fire Truck - Eng #2 (paid in full 9/2021)	\$ -	\$ -	\$ -	\$ -	\$ 48,937		
776	001-9050-230.0530	Big Dig \$1.75 M Bond. GF Portion (Ends FY32)	\$ 36,431	\$ 36,431	\$ 36,431	\$ 36,431	\$ 38,571		
777	001-9050-230.0534	2017 Tower Truck (Ends FY37)	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500		
778	001-9050-230.0535	2015 Gunners Brook Flood Mitigation Note (E	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		
779	001-9050-230.0536	TNT Bldg. Purchase	\$ -	\$ -	\$ 15,000	\$ 149,154	\$ 15,000		
780	001-9050-230.0537	\$1.15M Infrastructure/Equipment - 2018 Bond	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000		
781	001-9050-230.0538	Municipal Pool Refurbishment - 2018 Bond (E	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000		
782	001-9050-230.0539	\$560k Capital Requirements - 2019 Bond (End	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000		
783	001-9070-230.0540	\$2.5m Capital Requirements GF Portion - 201	\$ 5,358	\$ 5,358	\$ 5,358	\$ 5,358	\$ 5,358		
784	001-9070-230.0541	\$1.7m Capital Requirements - GF Portion - 20	\$ 76,325	\$ 76,325	\$ 68,540	\$ 76,325	\$ -		
785	Sub Total		\$ 585,864	\$ 585,864	\$ 593,079	\$ 735,018	\$ 624,808		
786			0.00%	-1.22%		17.6%			
787	(9060) INSURANCE								
788	001-9060-110.0159	Workers Compensation (9060)	\$ 524,020	\$ 510,620	\$ 581,221	\$ 455,199	\$ 495,163		
789	001-9060-110.0162	Property & Casualty (9060)	\$ 339,050	\$ 262,240	\$ 210,000	\$ 239,633	\$ 208,135		
790	Sub Total		\$ 863,070	\$ 772,860	\$ 791,221	\$ 694,832	\$ 703,298		
791			11.67%	-2.32%		-1.2%			
792	(9070) DEBT SERVICE INTEREST								

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
793	001-9070-230.0511	Auditorium (paid in full 12/2021)	\$ -	\$ -	\$ -	\$ -	\$ 135
794	001-9070-230.0512	Cemetery	\$ -	\$ -	\$ -	\$ -	\$ -
795	001-9070-230.0513	Granite Museum (paid in full 9/2021)	\$ -	\$ -	\$ -	\$ -	\$ 97
796	001-9070-230.0514	Library (Neg. Interest until FY29)	\$ (1,460)	\$ (1,201)	\$ (968)	\$ (968)	\$ (1,233)
797	001-9070-230.0518	TAN Note	\$ -	\$ -	\$ -	\$ -	\$ -
798	001-9070-230.0522	City Hall Roof (Ends FY30)	\$ 782	\$ 995	\$ 1,280	\$ 1,066	\$ 1,209
799	001-9070-230.0526	Public Safety Building (Ends FY27)	\$ 15,170	\$ 23,634	\$ 32,565	\$ 32,565	\$ 40,962
800	001-9070-230.0529	2013 HME Fire Truck - Eng #2 (paid in full 9/2021)	\$ -	\$ -	\$ -	\$ -	\$ 1,615
801	001-9070-230.0530	Big Dig \$1.75 M Bond. GF Portion (Ends FY32)	\$ 11,958	\$ 13,386	\$ 14,757	\$ 14,757	\$ 16,106
802	001-9070-230.0534	Tower Truck (Ends FY37)	\$ 13,406	\$ 14,440	\$ 15,500	\$ 15,693	\$ 16,107
803	001-9070-230.0535	2015 Gunners Brook Flood Mitigation Note (Ends FY30)	\$ 11,760	\$ 12,600	\$ 13,440	\$ 13,449	\$ 14,284
804	001-9070-230.0536	TNT Bldg. Purchase	\$ -	\$ -	\$ 550	\$ 136	\$ 369
805	001-9070-230.0537	\$1.15M Infrastructure/Equipment (Ends FY29)	\$ 15,381	\$ 18,026	\$ 20,516	\$ 20,516	\$ 22,862
806	001-9070-230.0538	Municipal Pool (Ends FY39)	\$ 18,257	\$ 19,085	\$ 19,865	\$ 19,865	\$ 20,599
807	001-9070-230.0539	\$560k Capital Requirements - 2019 Bond (Ends FY30)	\$ 6,261	\$ 7,078	\$ 7,868	\$ 7,868	\$ 8,641
808	001-9070-230.0540	\$2.5m Capital Requirements - GF Portion - 2019 Bond (Ends FY30)	\$ 4,000	\$ 4,078	\$ 4,154	\$ 4,134	\$ 4,208
809	001-9070-230.0541	\$1.7m Capital Requirements - GF Portion - 2019 Bond (Ends FY30)	\$ 27,946	\$ 28,426	\$ 25,902	\$ 28,812	\$ 35,988
810	Sub Total		\$ 123,461	\$ 140,549	\$ 155,429	\$ 157,894	\$ 181,948
811			-12.16%	-9.57%		-13.2%	
812	(9100) UNEMPLOYMENT INSURANCE						
813	001-9100-110.0158	Unemployment (9100)	\$ 15,700	\$ 24,600	\$ 27,500	\$ 23,192	\$ 18,505
814	Sub Total		\$ 15,700	\$ 24,600	\$ 27,500	\$ 23,192	\$ 18,505
815			-36.18%	-10.55%		25.3%	
816	(9110) MISC TAX LEVIED						
817	001-9110-220.0422	Washington County Tax (9110)	\$ 43,569	\$ 43,569	\$ 40,419	\$ 40,419	\$ 41,117
818	001-9110-220.0425	Voter Approved Assistance (9110)	\$ 111,200	\$ 149,601	\$ 149,601	\$ 149,611	\$ 149,601
819	001-9110-220.0427	CVPSA	\$ -	\$ -	\$ 15,900	\$ 15,900	\$ -
820	Sub Total		\$ 154,769	\$ 193,170	\$ 205,920	\$ 205,930	\$ 190,718
821			-19.88%	-6.19%		8.0%	
822	(9120) SPECIAL PROJECTS						
823	001-9110-220.0150	Special Projects - FICA	\$ 2,907	\$ 2,323	\$ 2,192	\$ 2,554	\$ 1,904
824	001-9110-220.1901	Special Projects - Custodial	\$ 9,500	\$ 8,360	\$ 6,650	\$ 6,466	\$ 4,606
825	001-9110-220.1902	Special Projects - Fire	\$ 8,500	\$ 7,000	\$ 7,000	\$ 7,661	\$ 6,095
826	001-9110-220.1903	Special Projects - Police	\$ 20,000	\$ 15,000	\$ 15,000	\$ 20,130	\$ 15,734
827	Sub Total		\$ 40,907	\$ 32,682	\$ 30,842	\$ 36,811	\$ 28,339
828				5.97%		29.9%	
829	(9130) MISC ACCOUNTS						
830	001-9130-360.1201	VGM - South Parking Lot Lease	\$ 18,300	\$ 17,500	\$ 16,444	\$ 16,842	\$ 15,977

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

Line No.	Account No.	Account Description	FOR THE YEAR ENDING JUNE 30, 2024		FY 23	FY 23	FY 22
			Template	Approved	Approved	Unaudited	Audited
831	001-9130-360.1203	Barre City Energy Committee	\$ -	\$ 500	\$ 500	\$ -	\$ 1,000
832	001-9130-360.1204	Heritage Festival Pers Svc			\$ -	\$ 4,160	
833	001-9130-360.1205	Heritage Festival Expenses			\$ -	\$ 1,098	
834	001-9130-360.1206	BADC Program Ballot Item	\$ -	\$ 20,482	\$ -	\$ -	\$ -
835	001-9130-360.1207	City Committee Funding	\$ -	\$ 1,000	\$ 2,500	\$ 333	\$ -
836	001-9130-360.1208	Front Porch Forum Support	\$ 250	\$ 250	\$ 250	\$ 250	\$ -
837	001-9130-360.xxxx	Welcome & Warming Center Support	\$ 6,000	\$ 6,000	arpa	\$ -	arpa
838	001-9130-360.1326	Bank Analysis Fees & Misc Expenses	\$ 3,000	\$ 5,000	\$ 5,000	\$ 2,760	\$ 8,751
839	001-9130-360.1371	BCJC Stipend	\$ 7,577	\$ 7,355	\$ 7,140	\$ 7,140	\$ 7,000
840	001-9130-360.1380	Semp VCF Trust Income Assignment	\$ 62,400	\$ 50,000	\$ 50,000	\$ 62,197	\$ 62,609
	001-9130-360.1383	Wellness Initiatives				\$ 506	
841	001-9130-360.1381	VT Youth Conservation Corps	\$ -	\$ -	\$ -	\$ -	\$ 7,675
842	001-9130-370.1380	COVID-19 Materials	\$ -	\$ -	\$ -	\$ -	\$ -
843	001-9130-370.1381	COVID-19 Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
844	001-9130-370.1382	COVID-19 FICA	\$ -	\$ -	\$ -	\$ -	\$ -
845	001-9130-370.1383	COVID-19 Hazard Pay	\$ -	\$ -	\$ -	\$ -	\$ -
846	001-9130-370.1384	COVID-19 SoV Vaccination Pay	\$ -	\$ -	\$ -	\$ -	\$ 4,080
847	001-9130-370.1385	SoV BGS Contract Hotel Detail	\$ -	\$ -	\$ -	\$ -	\$ -
848	FEMA Match		\$ 100,000	\$ -	\$ -	\$ -	\$ -
849	Restoring Cuts		\$ 280,906	\$ -	\$ -	\$ -	\$ -
850	ARPA ALLOCATION		\$ -	\$ -	\$ (100,000)	\$ -	\$ -
851	BUDGET SUBSIDY FROM FUND BALANCE		\$ -	\$ -	\$ (50,000)	\$ -	\$ -
852	Sub Total		\$ 478,433	\$ 108,087	\$ (68,166)	\$ 95,286	\$ 107,091
853			-342.64%	158.56%		-11.0%	
854							
855	EXPENSES TOTAL		\$ 14,868,860	\$ 13,761,825	\$ 13,194,159	\$ 13,281,269	\$ 12,476,201
856							
857	Carry Forward Fund Balance: [Reserve Fund] or (Deficit)						
858	Grand Total	Note: \$0 = Balanced Budget	\$ 0	\$ (6,876)	\$ 0	\$ (109,929)	\$ 649,640
	Percent Increase FY25 Expense Budget over FY24 Expense Budget - >:		8.04%	4.30%	2.79%	6.45%	3.66%
	Percent Increase FY25 Expense Budget over FY24 Expense Budget, including Cumulative (Deficit)/Surplus - >:		8.04%	4.30%	2.79%		3.66%
	Percent Increase FY25 Expense Budget over FY23 Unaudited Actual - >:		11.95%	10.30%	9.27%		3.66%
	Salaries, wages, and employee related taxes		\$ 7,636,157	\$ 7,399,749	\$ 6,952,203	\$ 6,577,972	\$ 6,428,412
	Employee Insurances (Health, Life, Vision, Dental)		\$ 1,478,565	\$ 1,293,849	\$ 1,297,833	\$ 1,126,385	\$ 1,096,759
	Employee Percent increase		4.84%	5.38%	3.96%	2.38%	3.78%

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

Line No.	<u>Account No</u>	<u>Account Description</u>	FY 25 <u>Template</u>	FY 24 <u>Approved</u>	FY 23 <u>Approved</u>	FY 23 <u>Unaudited</u>	FY 22 <u>Audited</u>
		CBA Expenditures (Footwear, Clothing, Non-labor Training)	\$ 75,270	\$ 79,275	\$ 52,053	\$ 74,601	\$ 48,784
		Pension	\$ 694,363	\$ 500,918	\$ 464,453	\$ 511,773	\$ 505,657
		Employee Percent increase with Pension	6.58%	5.79%	4.22%		4.07%
		Unemployment, Workers Comp, Property, & Casualty Insurance	\$ 878,770	\$ 797,460	\$ 818,721	\$ 718,024	\$ 721,803
		Insurance Percent Increase	10.20%	-2.60%	1.14%		-10.53%
		TOTAL Percent Increase	5.29%	4.66%	3.70%	2.13%	2.35%
		TOTAL Percent Increase with Pension	6.96%	4.81%	3.95%	2.07%	2.60%
		General Fund year on year expense increase	\$ 1,107,035	\$ 567,665	\$ 357,827	\$ 805,068	\$ 440,425



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 3/26/2024

Item No. 8-C (i)

AGENDA ITEM DESCRIPTION: Create \$250,000 ARPA-funded housing trust fund

SUBMITTING DEPARTMENT or PERSON: Mayor Hemmerick

BACKGROUND INFORMATION:

There has been broad support from various stakeholders in Barre City for the creation of a revolving loan fund mechanism to develop, improve, and rehabilitate housing stock, including:

- **December 2023:** City Council adopts housing strategies, which included a plank to “Create ARPA-funded revolving loan fund for flood recovery gaps, essential code repairs, and/or new unit creation.”
- **April 2023:** Barre City Strategic Plan prioritizes housing as Strategy 1, including ensuring code compliance and incentivizing weatherization.
- **October 2022:** Housing Task Force needs assessment includes proposal to “Create low-interest loan fund to help pay for upgrades.”

At the March 19, 2024 Council meeting, Mayor Hemmerick similarly proposed a new project to “commit \$250,000 of ARPA funds to establish a Housing Trust Fund and ask that the Housing Task Force recommend a governance structure for a steering committee, uses, and revenue sources to sustain the fund (e.g. vacancy tax, annual licensure fee for short-term rentals.”

EXPENDITURE REQUIRED AND FUNDING SOURCE: \$250,000 in ARPA funds. The City’s ARPA award was \$2.5 million. Currently, \$740,913 has been expended or committed. If the Council approves this allocation, approximately \$1 million in ARPA funding would remain.

LEGAL AUTHORITY/REQUIREMENTS: [§309 of the City Charter](#)

RECOMMENDED ACTION/MOTION:

Move to:

- *Create a Housing Trust Fund;*
- *Request that the Housing Task Force recommend a governance structure for a steering committee, uses, and revenue sources to sustain the fund; and*
- *Allocate \$250,000 of ARPA funding to the fund.*



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 3/26/2024

Item No. 8-C (ii)

AGENDA ITEM DESCRIPTION: Direct City Attorney to draft short-term rental ordinance with fee structure to benefit City Housing Trust Fund

SUBMITTING DEPARTMENT or PERSON: Mayor Hemmerick

STRATEGIC OUTCOME/PRIOR ACTION:

Support year-round housing by creating a sustainable revenue source for year-round housing, provide for the health, safety and welfare of City neighborhoods, keep the peace among neighbors, ensure safe accommodation for the traveling public.

EXPENDITURE REQUIRED AND FUNDING SOURCE: ~ \$600 in legal expenses from the legal services budget

LEGAL AUTHORITY/REQUIREMENTS: General Law & Barre City Charter

[24 V.S.A. § 2291](#)

(29) To regulate by means of an ordinance or bylaw the operation of short-term rentals within the municipality, provided that the ordinance or bylaw does not adversely impact the availability of long-term rental housing. As used in this subdivision, “short-term rental” means a furnished house, condominium, or other dwelling room or self-contained dwelling unit rented to the transient, traveling, or vacationing public for a period of fewer than 30 consecutive days and for more than 14 days per calendar year.

BACKGROUND/SUPPLEMENTAL INFORMATION:

“Short Term Rental Checklist” under <https://firesafety.vermont.gov/buildingcode/codesheets>

<https://firesafety.vermont.gov/sites/firesafety/files/documents/Safety%20Consideration%20sort%20term%20rentals.pdf>

INTERESTED/AFFECTED PARTIES: Short-term rental operators and residents affected by the loss of year-round housing units to STRs.

RECOMMENDED ACTION/MOTION:

Direct the City Attorney to draft a licensure ordinance for short-term rentals with an annual fee to source a City Housing Trust Fund; such an ordinance should include have provisions on:

- Declarations of insurance coverage;
- Performance standards that help keep the peace related to light trespass, odors and waste management, and noise;
- Designated operator of record to address nuisances and complaint reporting procedures;
- Self-certification of state regulations (state department of fire safety, division of fire safety and compatibility with other municipal public safety ordinances);
- Timing of licensure and fee collection;
- Identification of off-street permitting parking spaces;
- Occupancy limits (e.g. Number of people per bathroom, bedroom, parking, etc.)
- Advertisement disclosures related to occupancy limits and available parking;
- Allowed/disallowed commercial signage;
- Lowest-cost and most effective enforcement provisions, and
- Fee relief for short-term rentals with an owner-occupied dwelling on the lot.



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 3/26/2024

Item No.: 8-C (iii)

AGENDA ITEM DESCRIPTION: Authorize the Manager to issue a Letter of Interest (LOI) for redevelopment of the Campbell Parking Lot, Plain Street Parking Lot, and City-owned lots on Merchant/Cleary Street

SUBMITTING DEPARTMENT or PERSON: The Manager and Clerk Dawes

STAFF RECCOMENDATION: Authorize Manager to issue LOIs

BACKGROUND INFORMATION:

As part of our flood recovery and housing crunch, the City Council has authorized the City to issue LOIs for development of two City-owned properties:

- Seminary Street Parking Lot, sometimes referred to as the Rinker Parking Lot
- Wobby Park

One proposal for 28-30 housing units was received for the Seminary Street Parking Lot and the City is currently engaged with the applicants to move the project forward. LOIs for Wobby Park are due May 10, 2024.

At its March 19, 2024 meeting, the City Council discussed housing development projects. As part of the discussion, Mayor Hemmerick proposed directing staff to “identify the next three lowest-used city-owned parking lots for additional housing development.”

As part of this initiative, City staff recommends that the Council consider authorizing additional LOIs for the following properties (GIS overhead views of the properties are included as attachments):

- Campbell Parking Lot – adjacent to the Seminary Street Parking Lot
- Plain Street Parking Lot
- Vacant lots off Merchant/Cleary Street

EXPENDITURE REQUIRED AND FUNDING SOURCE(S): N/A

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

ATTACHMENTS: Overhead GIS Maps

RECOMMENDED ACTION/MOTION:

Move to authorize the Manager to issue Letters of Interest for the Campbell Parking Lot, Plain Street Parking Lot, and vacant lots off Merchant/Cleary Street.

ATTACHMENT: Overhead GIS Maps of Proposed Locations for LOIs

Campbell Parking Lot



Plain Street Parking Lot



Merchant/Cleary Street





City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 3/26/24

Agenda Item No.: 8-C (iv)

AGENDA ITEM DESCRIPTION: 1st Reading Warned 7:45 PM: Ord. #2024-02 Amend the definition of substantial improvement

SUBMITTING DEPARTMENT or PERSON: Councilor Lauzon

BACKGROUND INFORMATION:

In the City’s current flood hazard area regulations, “substantial improvement” is defined as “any repair, reconstruction, or improvement of a structure, the cost of which *either ‘equals or exceeds \$50,000’* or exceeds 50 percent of the market value of the structure, *whichever is less*, before the start of construction.” (Emphasis added.) The \$50,000 threshold and the “lesser of” clause are both more stringent than the standard required by the State of Vermont.

At the March 12, 2024 Council meeting, Councilor Lauzon suggested that the City should consider matching its definition of substantial improvement to the standard used by the state. The draft change included in the packet would achieve that outcome.

In practice, such a change would assist property owners whose property is valued at above \$100,000 because their new substantial damage threshold would grow to above \$50,000. Any property assessed at or below \$100,000 would not be impacted or benefitted by this change because the new standard would trigger substantial improvement at or below \$50,000.

Per the regulations, when a property owner is deemed to make substantial improvement to an existing structure, they are required to bring such structure into conformance with the flood hazard area regulations.

EXPENDITURE REQUIRED AND FUNDING SOURCE(S): Not Applicable.

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

ATTACHMENTS: Potential amendments to the definition of “substantial improvement.”

RECOMMENDED ACTION/MOTION:

If approved by Council, the appropriate motion would be:

“Move to advance the ordinance to a second reading.”

City of Barre
Flood Hazard Area Regulations -- Section 5
#2024-02

The City Council of the City of Barre, Vermont will hold a first reading on Tuesday, March 26, 2024 at 7:45 P.M. in the City Council Chambers to discuss the following revision to the Code of Ordinances, Flood Hazard Area Regulations, as follows:

The City Council of the City of Barre hereby ordains that Section 5 of the Flood Hazard Area Regulations of the City of Barre, Vermont is hereby amended to read as follows:

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

Section 5. Substantial Improvement/Damage Determinations¹

5.01 Determining Substantial Improvements

(A) Applicability. Where development constitutes a substantial improvement to an existing structure, the existing structure shall be improved to NFIP standards and to the standards of these regulations.

1. Substantial improvement means any repair, reconstruction, or improvement of a structure, the cost of which [~~either 'equals or exceeds \$50,000' or~~] exceeds 50 percent of the market value of the structure[~~, whichever is less,~~] before the start of construction. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of actual work performed.

ADOPTION HISTORY

- First Reading at regular City Council meeting held on Tuesday, March 26, 2024. Second Reading and Public Hearing set by Council for Tuesday, _____.
- Proposed language printed in Times Argus newspaper on Saturday, _____.
- Second Reading and Public Hearing held on Tuesday, _____.
Adopted at regular City Council meeting held on _____ and entered in the minutes of that meeting which are approved on _____.
- Posted in public places on _____.
- Notice of adoption published in the Times Argus newspaper on _____.
- Effective _____.

Dated this _____ day of _____, 2024.

Carolyn S. Dawes
City Clerk/Treasurer

Agenda Item 8-D

March 26, 2024

Discuss Proposed Charter Changes

Note: The Charter change to restrict eligibility to serve on City committees has been withdrawn by the sponsor.

1. Charter changes associated with elimination of school district language
2. Charter changes associated with moving Town Meeting Day to May
3. Charter changes to allow 16 & 17 year olds to vote in local elections (except school-related elections)
4. Charter changes related to separating the clerk and treasurer positions, and making treasurer appointed.

CHAPTER 1

Sec. 110. Fiscal year.

The fiscal year of the City [~~and the City School District~~] shall begin the first day of July and end on the last day of June of each calendar year. The fiscal year shall constitute the budget and accounting year as used in this charter. (Amend of 5-8-12)

Sec. 111. Bonding of city officials.

The Mayor, councilors, members of the Police Department, City Manager, Finance Director, Superintendent of Public Works, Tax Collector, [~~and~~] Clerk, and Treasurer shall annually be bonded to the City for the faithful discharge of their respective duties, as provided by state statute and the expense of said bonds to be paid by the City.

CHAPTER 2

Sec. 202. Time of elections and meetings.

(a) The annual city meeting of the city for the election of officers, the voting of budgets, and any other business included in the warnings for said meeting, shall be held on the [~~first~~] **second** Tuesday in [~~March~~] **May**, unless otherwise legally warned by the council. (Amend. Of 05/10/05, Amend. Of 11/07/06)

(b) The election of officers and the voting on all questions shall be by the Australian ballot system. The ballot boxes shall be open for twelve (12) consecutive hours at times to be determined and warned by the Board of Civil Authority. (Amend. 4/21/93)

(c) The warning for annual and special City meetings shall, by separate articles, specifically indicate the business to be transacted, including the offices and the questions to be voted upon. The warning also shall contain any legally binding article or articles requested by 10 percent of the registered voters of the City. Petitions requesting that an article or articles be placed on the warning shall be filed with the City Clerk on or before the filing deadline set forth in 17 V.S.A. § 2642(a)(3). (Amend. 5/4/17)

Sec. 203. Special city [~~and school district~~] meetings.

Special city meetings [~~and special school district meetings,~~] shall be called in the manner provided by the laws of the state and the voting on all questions shall be by the Australian ballot system [~~, except for budget votes as provided in section 207(d).~~]. (Amend. of 11/08/83)

Sec. 205. Officers elected.

- (a) (1) The legal voters **and Barre City resident youth ages 16 and 17 years old** shall elect biennially a Mayor[, ~~and one person to serve as Clerk and Treasurer,~~] **and a Clerk**. (Amend. of March 2, 2021)

(2) Annually, the legal voters **and Barre City resident youth ages 16 and 17 years old** of each ward shall elect from among the legal voters and **Barre City resident youth ages 16 and 17 years old** of their respective wards one councilor for a term of two years.

~~[(3) Annually, the legal voters shall elect three school commissioners to serve for a term of three years, as follows:~~

~~(A) at the 2019 annual City meeting, and each successive three year cycle after that, three school commissioners;~~

~~(B) at the 2020 annual City meeting, and each successive three year cycle after that, two school commissioners;~~

~~(C) at the 2021 annual City meeting, and each successive three year cycle after that, two school commissioners~~

~~(b) The legal voters shall elect annually Spaulding Union High School District School Board members in the manner, number, and term limit as is specified in the Barre City/Barre Town Union High School Agreement, dated November 30, 1986, or any such successor document.]~~

Sec. 206. Vacancies.

~~[(a)]~~ In case of vacancy of any elected municipal city officer, except a councilor [~~or school commissioner~~], occasioned by death, removal from the City, resignation or inability to serve, such vacancy, unless herein otherwise provided, shall be filled by appointment by the City Council until the next annual election. In such case, nomination may be made by any member for the Council. (Amend. of 5/09/06)(Amend of 5/8/12)

~~[(c) In case of a vacancy of any school commissioner, occasioned by death, removal from the City, resignation, or inability to serve, such vacancy, unless herein otherwise provided, shall be filled by appointment by the remaining members of the School Board until the next annual election. In such case, nomination may be made by any member of the School Board.]~~

.....

Chapter III. CITY COUNCIL

Sec. 301. {Governing body.}

The City shall be governed by an elected Council and by an appointed City Manager and by such other officers and employees as may be duly appointed pursuant to this charter, City ordinances or general laws of the State of Vermont. (Amend of 5/8/12)

(1) The City Council shall consist of the Mayor and two (2) councilors for each ward who shall serve for a term of two (2) years. (Amend of 5/8/12)

(2) Within the limitations of the foregoing, the council shall have the power to:

(a) Appoint and remove the City Manager and supervise, create, and abolish offices, commissions or departments other than the offices, commissions or departments established by this charter.

(b) Appoint and remove a Treasurer and such Assistant Treasurers as shall be deemed necessary. The Treasurer shall be responsible for the performance of all duties as required in Vermont Statutes Annotated, Titles 24 and 32, and all other sections related to the duties of a municipal treasurer.

~~[(b)]~~ (c) Assign additional duties to offices, commissions or departments established by this charter, but

may not discontinue or assign to any other office, commission or department duties assigned to a particular office, commission or department established by this charter.

~~{(e)}~~ (d) Make, amend, and repeal ordinances.

~~{(d)}~~ (e) Adopt an official seal of the City.

Sec. 315. {Compensation of City officials.}

Compensation of Mayor, councilors and other appointees and City officers: (Amend of 5/8/12)

(a) The Mayor and councilors shall receive compensation in an amount as may be voted by the voters of the City at a meeting duly warned for said purpose. (Amend of 5/8/12)

(b) The City Council shall fix the compensation of all other appointees, and employees, except as otherwise provided in this charter.

(c) When the legal voters have authorized an annual City ~~[and school]~~ budget, the City Council ~~[-, School Board,]~~ and/or the City Manager shall not authorize appropriations, expenditures or payment in excess of the amount voted. Deficit spending shall be prohibited by the City of Barre ~~[-and the City of Barre Schools].~~

CHAPTER 4

~~[Sec. 413. School District.~~

~~The City treasurer shall be treasurer of the City of Barre School District and shall have the same duties, powers and liabilities of a treasurer of a town school district, except as otherwise provided.]~~

CHAPTER 5

~~[ARTICLE IX. BOARD OF SCHOOL COMMISSIONERS~~

~~Sec. 516. Powers and duties.~~

~~(a) Except as otherwise provided, the school commissioners, elected as herein before provided, shall have the same duties, powers and liabilities prescribed for school directors of town school districts. They shall compose the board of school commissioners of the City of Barre School District, with the same duties, powers and liabilities of the board of school directors of a town school district. The board of school commissioners shall consist of seven members; each serving a term of three years.~~

~~(b) The board of school commissioners shall have the care and custody of all the property belonging to, or used for, the public schools located in the city. Payments due or to become due on bonds and interest thereon, used by the city of Barre for school purposes, shall be paid by the City of Barre School District.~~

~~(c) No later than 45 days prior to the annual meeting date each year, the board of school commissioners shall present to the city council its budget requests for the next fiscal year.~~

~~(d) The board shall appoint from among its members, a clerk who shall have the same duties and responsibilities as prescribed by statute.~~

Sec. 517. Appointment of superintendent and principal; compensation; term.

The school commissioners shall annually appoint a superintendent of schools and a principal of high schools and shall fix their compensation which shall be paid by the school commissioners in the same manner as other expense for the support of schools; and for cause of incapacity, negligence or misconduct, they may remove such officers and shall by appointment fill any vacancy in such office arising from any cause. The superintendent shall perform all such duties in connection with the public schools of the city as shall be assigned him by the board of school commissioners and as may be prescribed by law. He shall annually report to the city council such statistics as are required by law and such other information as the school commissioners shall direct.]



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 3/26/24

Agenda Item No.: 8-E

AGENDA ITEM DESCRIPTION: 2nd Reading Warned 8:00 PM: Ord. #2024-01 Police ordinance modernization

SUBMITTING DEPARTMENT or PERSON: The Manager and Police Chief Vail

STAFF RECOMMENDATION: Approve ordinance change

BACKGROUND INFORMATION:

The City has recently begun negotiations with the Fraternal Order of Police Lodge 004 to renew an expiring collective bargaining agreement. 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 human resources policies. The proposed amendments were preliminarily shared with the Council at its February 6, 2024 meeting and a 1st Reading was unanimously approved on March 12, 2024.

EXPENDITURE REQUIRED AND 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: Proposed amendments to Police Department Ordinance

RECOMMENDED ACTION/MOTION:

Move to approve Ordinance #2024-01.

City of Barre
Chapter 2 - ADMINISTRATION
#2024-01

The City Council of the City of Barre, Vermont will hold a second reading on Tuesday, March 26, 2024 at 7:35 P.M. in the City Council Chambers to discuss the following revision to the Code of Ordinances, amended Chapter 2 – Administration, as follows:

The City Council of the City of Barre hereby ordains that Chapter 2 of the Code of Ordinances of the City of Barre, Vermont is hereby amended to read as follows:

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

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.

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

- (b) **The City Council shall establish by resolution the appointment procedures for the office of chief of police.**

~~[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~~105. Appointment procedures[; ~~annual examinations; required removal~~].

[~~Members~~] **Sworn members** of the police department shall be appointed by the city manager [~~following the same procedure as is prescribed for firemen~~] **subject to established laws, policies, rules, and regulations.** [~~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 satisfactorily served a probationary period of six (6) months on duty with the regular division. An appointee, during the probationary period may be discharged without cause or hearing by the city manager. (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 a graduate of a high school or equivalent secondary school, or has 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 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~~106. Removal; suspension.

[Members] **Sworn 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--2-116. Reserved.~~

ADOPTION HISTORY

- First Reading at regular City Council meeting held on Tuesday, March 12, 2024. Second Reading and Public Hearing set by Council for Tuesday, March 26, 2024.
- Proposed language printed in Times Argus newspaper on Saturday, March 23, 2024.
- Second Reading and Public Hearing held on Tuesday, _____.
- Adopted at regular City Council meeting held on _____ and entered in the minutes of that meeting which are approved on _____.
- Posted in public places on _____.
- Notice of adoption published in the Times Argus newspaper on _____.
- Effective _____.

Dated this _____ day of _____, 2024.

Carolyn S. Dawes
City Clerk/Treasurer

Barre City Housing Action



March 19, 2024

Barre City Council

Jake Hemmerick, Mayor

*edited 3/20 to correct errors

Mayor Hemmerick & Councilor Stockwell help renovate a vacant home in Barre for affordable home ownership

Overview

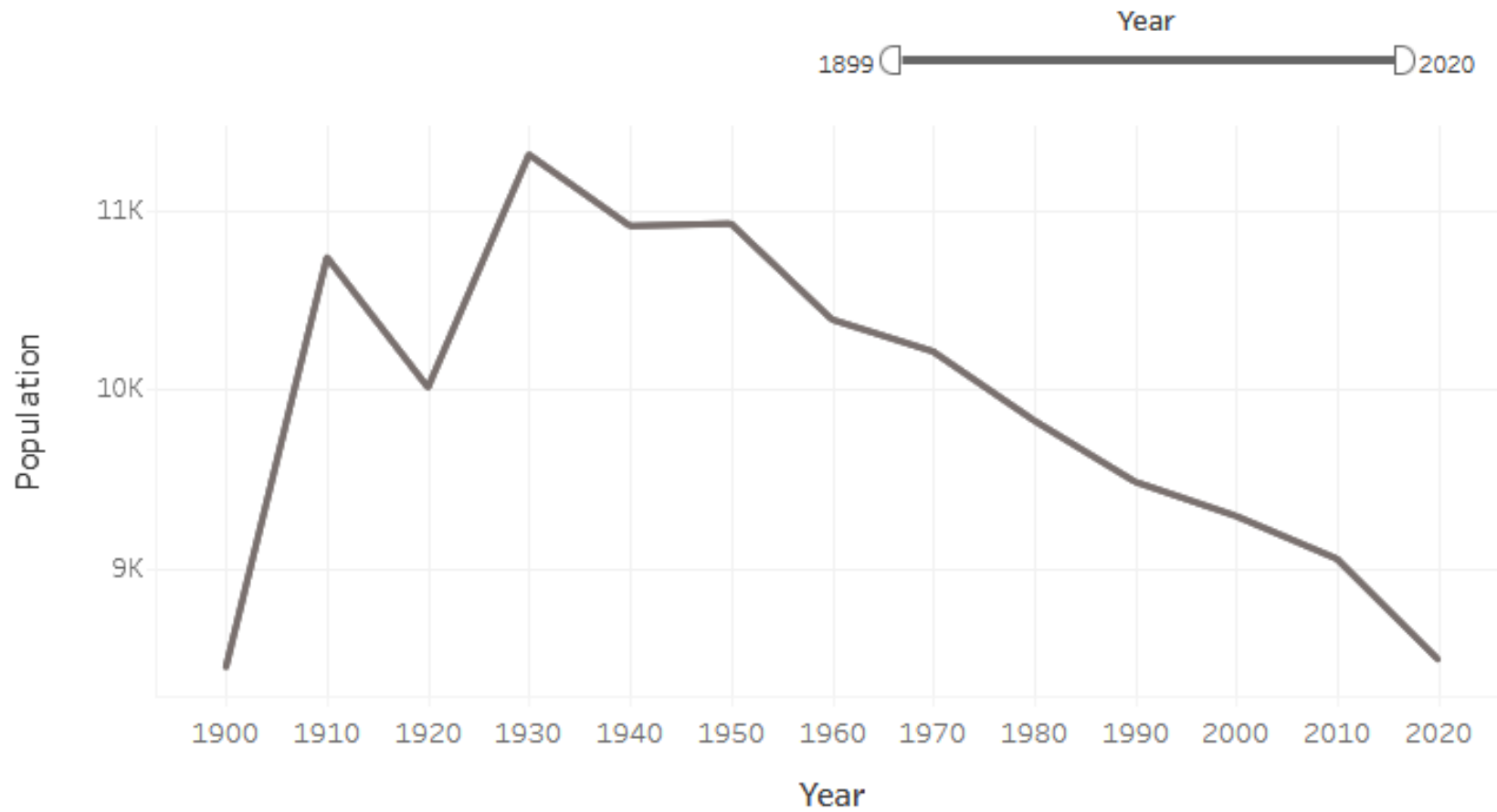
1. The data
2. How municipalities shift trends
3. Existing priorities/policies
4. What is in motion now: active projects
5. Potential opportunities
6. Potential constraints
7. New projects & priorities for future Council agendas

1. The data

- Declining population in Barre City, down by 3k
- Fewer, smaller, and less resourced households
- 2nd oldest housing stock in Vermont; quality challenges
- Very limited new home starts - mismatch of housing needs
- Shrinking ownership opportunities, majority rental units
- Slow grand list growth, decreased non-tax revenues, shifted tax burdens to cover tax stabilization, abatements, TIF, etc.
- Increasing home prices and rents, decreasing affordability; risks of displacement as Barre welcomes new residents
- Increasing rates of homelessness
- Approx. 50 homes facing major losses in July floods

1. The data

Population



1. The data

- Not a NEW problem, a GROWING problem
- Indicators of economic well-being stressed for several decades
- Frustrated by larger/macro housing issues:
 - Appraised values outpace construction costs
 - Loans: higher interest rates
 - Lumber: higher material costs
 - Labor: Limited supply of tradespeople
 - Laws: financial regulation, zoning, etc.
- Council faces a long legacy of harmful decisions:
 - Poor arterial street design
 - Urban renewal
 - Incremental and continued demolition of structures & value
 - Unsustainable extensions of infrastructure
 - Gaps in code enforcement
 - Lack of long-term capital planning, financial modeling, and sufficient resourcing (e.g. wastewater treatment plant violations)



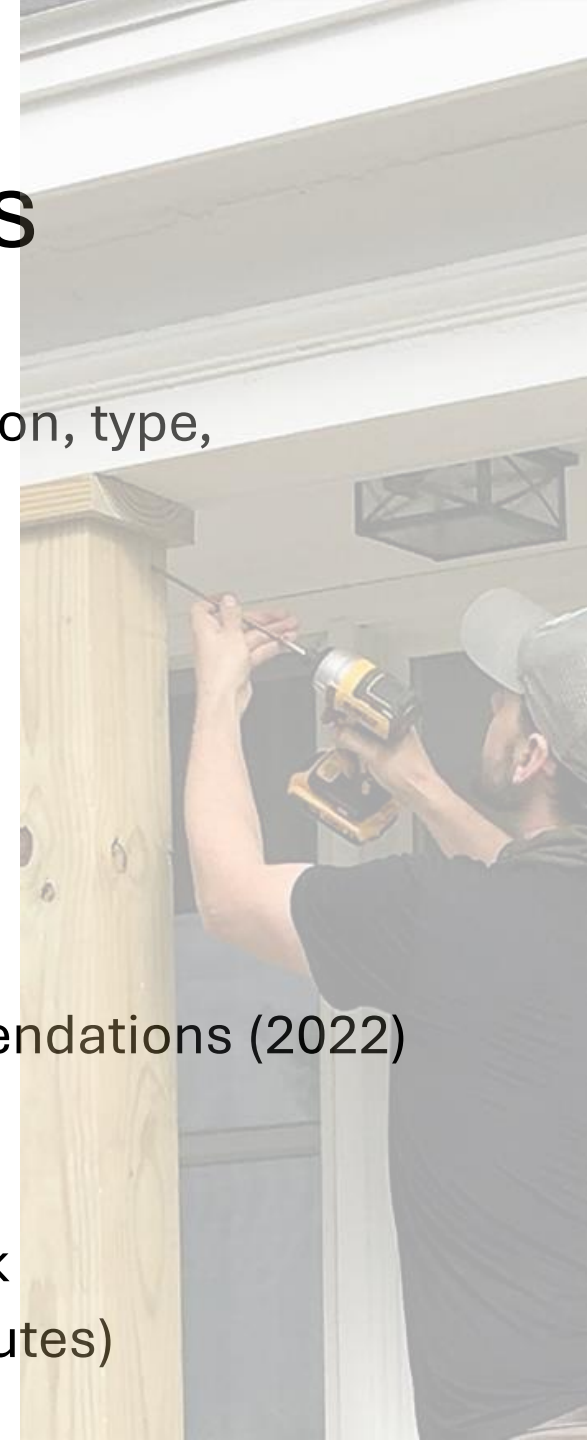
2. How municipalities shift trends

- A. Laws/ordinances
- B. Infrastructure investment/regulation
- C. Real estate investment, partnership
- D. Financial subsidy
 - A. Bond
 - B. Bond with Tax Increment Finance District
 - C. Stabilize taxes
 - D. Waive fee
 - E. Offer Grants
 - F. Offer Revolving Loans
- E. Technical Assistance
- F. Attract other people's money
- G. *Municipal action has limits in a BIG economy*



3. Existing Housing Policies & Priorities

- A. The Comprehensive [Municipal Plan](#) (2020)
- B. [Unified Development Regulations](#) (2020) governs housing by location, type, dimensions - ADU Amendments in 2023
- C. Housing Action Groups
 - A. Keys to Barre Council Housing Working Group (2021)
 - B. All-in for Barre Housing Task Force
 - C. City Homelessness Task Force
 - D. Barre Up for Long Term Recovery Group
 - E. City TIF Working Group
 - F. Prospect Heights Development Group: City Manager Appointee
- D. [All-In for Barre](#) Community Conversations & Report (2021)
- E. All-In Task Force Issued a Housing Needs Assessment & Recommendations (2022)
- F. Council adopted a [strategic plan](#) (2023)
- G. Council adopted a housing plan (2024, Council Minutes)
- H. [Barre Up](#) Community Conversations Report (2024) & Ongoing Work
- I. Approved a North End Flood Recovery Strategy (2024, Council Minutes)



3. Existing Priorities: Key Themes

- A. Grow the grand list to lessen tax burden/grow fiscal capacity**
- B. Build a variety of housing types to meet Barre's diverse needs; be open and creative (home-share, co-housing, boarding, supportive, condos, townhouses, accessory dwelling units, etc.)**
- C. Increase home ownership and owner-occupied rentals**
- D. Improve neighborhood quality; strengthen min. housing ordinances and code compliance**
- E. Support affordable housing developers**



3. Existing Priorities: Key Themes

- F. Improve energy efficiency & rehab homes
- G. Update zoning & apply for a neighborhood development area designation**
- H. Inventory & map development opportunities: bldgs. & lots
- I. Support those experiencing homelessness**
- J. Start a Housing Investment Fund w/ARPA \$: revolving loan, Grants, Land Banking
- K. Bank land for development/redevelopment of property**
- L. Incentivize subdivision/redevelopment on existing infrastructure
- M. Minimize flood impacts to housing**



3. Existing Priorities: Adopted in Dec./Jan.

Stimulate Infill Development

- (1) Support completion of CVRPC vacant/subdividable lot study
- (2) Relax zoning requirements to reduce minimum lot sizes, incentivize and permit tiny/3-D printed houses and container buildings
- (3) Create small-lot subdivision grant

Stimulate Housing Development

- (4) Support and continue to pursue existing housing development projects
 - *Gateway Project*
 - *Prospect Heights*
 - *Redevelopment of Seminary Street Parking Lot*
 - *Pursue as potential TIF project*
- (5) Inventory and assess City owned-parking lots and vacant property for public-private redevelopment opportunities
- (6) Reduce barriers to supportive housing

Strengthen Existing Housing Stock

- (7) Create ARPA-funded revolving loan fund for flood recovery gaps, essential code repairs, and/or new unit creation
- (8) Partner with Barre Up for data collection on essential and emergent needs for flood damaged properties

Focus on strategies that can have faster results and leverage the needs caused by the July flood.



4. Active Projects

- A. Ward 5 School Renovation (Downstreet)
- B. Unified Development Regulation Amendments (Planning Comm.)
- C. Habitat for Humanity Build on Hill Street Tax Sale Prop.
- D. Habitat for Humanity Blackwell Street Neighborhood Project
- E. TIF Plan Amendment Preparations (Working Grp.)
- F. Infill Study by Central Vermont Regional Planning Commission & Housing Task Force
- G. Interest in the Seminary Street Parking Lot Housing Dev. (Council)
- H. Letter of Interest for Wobby Park Housing Dev. (Council)
- I. Prospect Heights Northern Borders Regional Commission App.
- J. Barre Up Construction Assistance
- K. Homes for All Toolkit - Housing Task Force Participation
- L. Clustered River Buyouts & housing development in North End (Council)



4. Potential Opportunities

- A. Federal Funding ???
- B. NBRC funding for due diligence at Prospect Heights
- C. New Investors (like DEW Construction, Evernorth & Downstreet)
- D. Unspent local ARPA \$ (COVID Rescue Funds)
- E. Tax Increment Financing Plan Amendments & Bonding
- F. COVID, telework, and political migration shifting consumer patterns
- G. Others?

**BARRE CITY, VERMONT
REAL ESTATE**

DOWNTOWN LOT FOR OFFER

Barre City Council seeks letters of interest for
downtown redevelopment by Feb. 16

LOCATION OF REDUCED-PRICE LOT

- 0.41 acres on Seminary St.
- Residential/Mixed-Use Potential
- In Special Finance (TIF) District
- In State Designated Downtown

Inq...
Tess T...
ttaylor@barrecity.org

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

6. Potential Constraints

- A. Staff capacity
- B. City revenues down, expenses up
- C. State revenues down
- D. Volunteer capacity
- E. Congressional gridlock
- F. Council gridlock/commitment to implement plans & follow-through
- G. Costs!



7. New Projects & Priorities

- **No shortage of good ideas**
- Should anything drop off January's list?
- **What criteria should we use to identify what else is worth pursuing?**
 - A. Net grand list growth over next 5, 10, 20 years?
 - B. City subsidy per unit
 - C. Total cost of subsidy (not all subsidies have the same cost)
 - D. Who should pay for the subsidy: Fed first, then State, then City
 - E. Fastest timelines to certificate of occupancy for a new home/dwelling
 - F. Direct assistance to local flood impacted households
 - G. The amount of private capital/leverage a project can attract
 - H. Homeownership creation
 - I. **What else?**

7. New Projects & Priorities: Brainstorms

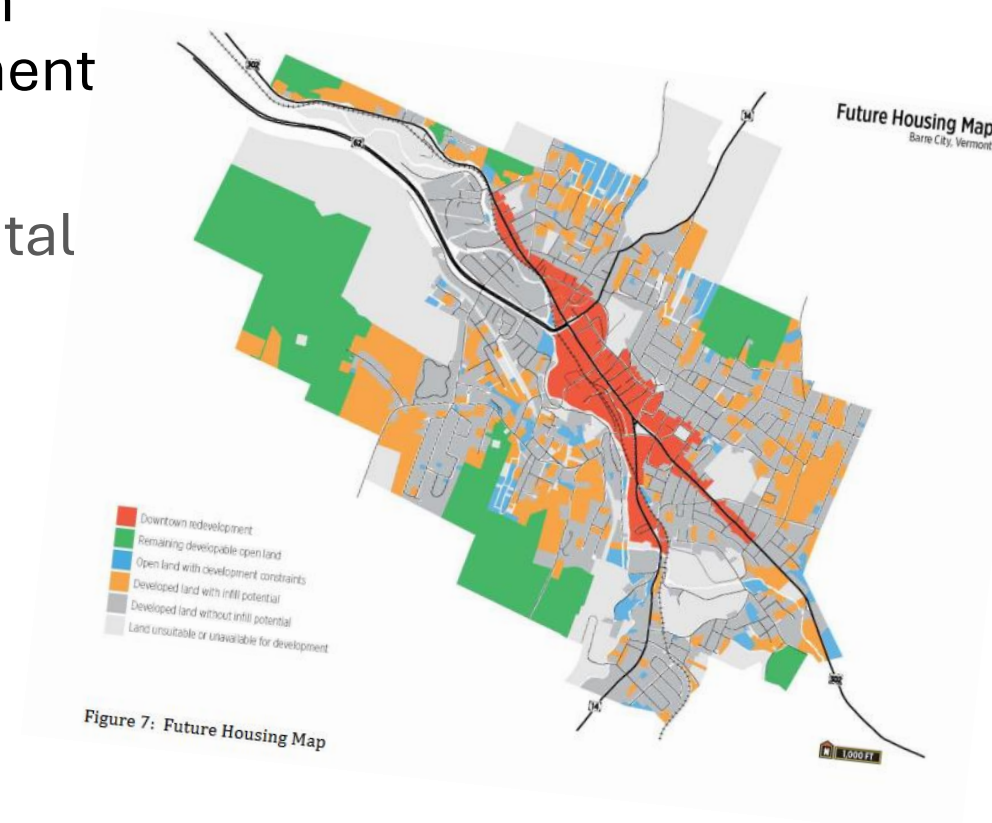
- A. Ask staff to identify the next three lowest used city-owned parking lots for additional housing development
- B. Put out an open call for any residents that may be interested in subdivision or housing development for potential real estate purchase leads
- C. Request that the Planning Commission meet twice a month to accelerate projects, including: zoning amendments, amendments to the FH to align with State best practice, application for neighborhood development area; and provide Council monthly updates
- D. Commit \$250,000 of ARPA funds to establish a Housing Trust Fund and ask that the Housing Task Force recommend a governance structure for a steering committee, uses, and revenue sources to sustain fund (e.g. vacancy tax, annual licensure fee for short-term rentals)
- E. Direct staff to reach out to VHCB to inquire what support would be available for shared-equity infill homeownership



7. New Projects & Priorities

F. Create a \$50,000 (est.) subdivision & lot purchase program for landowners interested in subdividing eligible lots (at least 1/5th acre) for new housing on existing infrastructure to bank land for redevelopment partners

G. Lobby for tax incentives for owner-occupied rental properties



7. New Projects & Priorities

- H. Support the Housing Task Force in helping local small-scale developers join the Homes for All Cohort
- I. Budget for a permanent Housing, Community & Economic Development position in City Hall
- J. Request monthly updates on the TIF Working Group in conjunction with 10-year financial forecasting of the City's grand list and budget
- K. Action group project to prepare updates to the Minimum Housing Standard Ordinance to require disclosure of operational energy costs/efficiency (when heat isn't included in rent) and begin work on just cause eviction provisions
- L. Action group project to evaluate land value taxation to increase revenues from land values, such as parking lots, vacant lots ,etc.
- M. Others ...



**STATE OF VERMONT
HOUSING INCENTIVE PROGRAM**

	<u>Projects ≤ \$1,000,000</u>	<u>Projects >\$1,000,000</u>
INPUT DATA:		
Parcel Assessment (Current):	50,000	100,000
Parcel Assessment (Agreed):	<u>450,000</u>	<u>5,500,000</u>
Increase In Grand List	<u>400,000</u>	<u>5,400,000</u>
Tax Rate	<u>3.61560</u>	<u>3.61560</u>
Annual Taxes On Increase	14,462	195,242
Monthly Taxes On Increase	1,205	16,270
City Borrowing Rate	5.00%	5.00%
RESULTING GRANT	<u>63,854</u>	<u>1,533,958</u>
PERCENT OF ASSESSMENT	<u>15.96%</u>	<u>28.41%</u>

- Projects that create a minimum of two (owner-occupied) or four (non-owner occupied) would be eligible for the program.
- Working with the City / Town, the Home Owner / Developer documents the scope and resulting assessment on the project when completed.
- The resulting assessment and cash flow stream is "guaranteed" to the City / Town in the form of quarterly property tax collections. Owner occupied projects are prebate eligible.
- The grant "buys down" the prohibitive cost of housing / development by providing capital to the homeowner / developer. The grant would be "last in" capital.
- While the State and City / Town foregoes tax revenue for a period of time, it gains desperately needed housing units, which support the local options tax and area employers.
- If 20 smaller projects are completed (using the example), the future grand list grows by \$8,000,000. If 5 larger projects are completed, the future grand list grows by an additional \$17,000,000.00. When the grant program matures (and using the preceding numbers), this would translate into additional annual revenue of \$1,161,350.00 and grand list growth of \$25,000,000.00.
- The cost of housing has made new construction cost and risk prohibitive. We need innovative, bold ideas.

GRANT COST:

Initial Note	
Amount	63,854
Rate	5.00%
Term	60.00
Payment	1,205

CASH FLOW STREAM:

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>YEAR 6</u>
Tax Rate (assumes 3% growth)	3.61560	3.7241	3.8358	3.9509	4.0694	4.1915
Increment Assessed	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>
Resulting Taxes	<u>14,462</u>	<u>14,896</u>	<u>15,343</u>	<u>15,804</u>	<u>16,278</u>	<u>16,766</u>
Annual Grant Cost	14,460	14,460	14,460	14,460	14,460	-
Annual Taxes on Increment	<u>14,462</u>	<u>14,896</u>	<u>15,343</u>	<u>15,804</u>	<u>16,278</u>	<u>16,766</u>
Surplus	<u>2</u>	<u>436</u>	<u>883</u>	<u>1,344</u>	<u>1,818</u>	<u>16,766</u>

Year 6 Cash Flow times Ten **201,192**

GRANT COST:

Amount	1,533,958
Rate	5.00%
Term	120
Payment	16,270

CASH FLOW STREAM:

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>YEAR 6</u>	<u>YEAR 7</u>	<u>YEAR 8</u>	<u>YEAR 9</u>	<u>YEAR 10</u>	<u>YEAR 11</u>
Tax Rate (assumes 3% growth)	3.61560	3.7241	3.8358	3.9509	4.0694	4.1915	4.3172	4.4467	4.5801	4.7175	4.859
Increment Assessed	<u>5,400,000</u>	<u>5,400,000</u>	<u>5,400,000</u>	<u>5,400,000</u>	<u>5,400,000</u>	<u>5,400,000</u>	<u>5,400,000</u>	<u>5,400,000</u>	<u>5,400,000</u>	<u>5,400,000</u>	<u>5,400,000</u>
Resulting Taxes	<u>195,242</u>	<u>201,101</u>	<u>207,133</u>	<u>213,349</u>	<u>219,748</u>	<u>226,341</u>	<u>233,129</u>	<u>240,122</u>	<u>247,325</u>	<u>254,745</u>	<u>262,386</u>
Annual Debt Service on Grant	195,240	195,240	195,240	195,240	195,240	195,240	195,240	195,240	195,240	195,240	-
Annual Taxes Collected on Excess	<u>195,242</u>	<u>201,101</u>	<u>207,133</u>	<u>213,349</u>	<u>219,748</u>	<u>226,341</u>	<u>233,129</u>	<u>240,122</u>	<u>247,325</u>	<u>254,745</u>	<u>262,386</u>
Surplus	<u>2</u>	<u>5,861</u>	<u>11,893</u>	<u>18,109</u>	<u>24,508</u>	<u>31,101</u>	<u>37,889</u>	<u>44,882</u>	<u>52,085</u>	<u>59,505</u>	<u>262,386</u>

Year 11 Cash Flow times Ten **3,148,632**