

REGULAR COUNCIL MEETING

Tuesday, May 21, 2024 6:00pm

<https://us06web.zoom.us/j/88982525535?pwd=VzIXOU5taldoYkgySUDteldqSUVGQT09>

Meeting ID: 889 8252 5535 Passcode: 675736

One tap mobile 929-205-6099

Page	Agenda Item
	1. Welcome and ceremonial swearing-in of Mayor and Councilors
	1-a. Call to Order – 6:00PM
	2. Adjustments to the Agenda
	3. Visitors & Communications
	4. Consent Agenda
5	A. Approval of Minutes i. Regular City Council Meeting of Tuesday, May 7, 2024
	B. City Warrants i. Ratification of City Warrants from Week of May 15, 2024 ii. Approval of City Warrants from Week of May 22, 2024
	C. Clerk’s Office Licenses & Permits
9	D. Authorize the Manager to execute contract(s)
10	E. Ratify Council’s 5/7/24 approval of the Aldrich + Elliot contract
	5. City Clerk & Treasurer Report
	6. Liquor/Cannabis Control Boards
	7. City Manager’s Report
	8. New Business
44	A. VLCT Council essentials training (G. Baxter)
83	B. BADC Quarterly Report (A. Green)
	C. FY24 budget update (Manager/Assistant City Manager)
98	D. Assign Council liaisons to committees (Manager)
	E. Authorize one or more Councilors to approve weekly warrants on non-meeting weeks
99	F. Resolution #2024-08: Financial authorization of Cheryl Metivier, Barre City Clerk/Treasurer
	G. Set Clerk/Treasurer compensation (Clerk)
	9. Upcoming Business
	10. Round Table
	11. Executive Session – as needed
	12. Adjourn

The next meeting of the City Council is scheduled for Tuesday, June 4, 2024.

Other Meetings & Events

Thursday May 23rd

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

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

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



City of Barre, Vermont

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

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

MEMO

TO: City Council
FROM: The Manager
DATE: 5/17/2024
SUBJECT: Packet Memo re: 5/21/2024 Council Meeting Agenda Items

Councilors:

The following notes apply to packet support materials for the Subject Council Meeting Agenda. As a reminder, the Council's next meeting is scheduled for Tuesday, June 4, 2024 at 6:00PM.

Adjustments to the Agenda

I will request two adjustments to the agenda as follows:

- Add a new item 3-a after Visitors & Communications to consider approval of Resolution #2024-09 in recognition of the 50th anniversary of National Emergency Medical Services week.
- Add a new item 4-F to the consent agenda to accept the resignation of Joe Mueller from the Homelessness Task Force, effective May 31, 2024.

I will also request

8-A VLCT Council essentials training (Garrett Baxter)

Garrett Baxter, Senior Staff Attorney at the VLCT Municipal Assistance Center, will attend the Council meeting in-person to present on Council essentials, focusing on open meeting law, public records, and conflicts of interest. Mr. Baxter's presentation is included in the packet.

8-C FY24 budget update (Manager/Assistant City Manager)

There is no memo in the packet for this agenda item as the Assistant City Manager and I are still preparing data for this presentation. On Tuesday night, we will make a brief presentation on current year-end projections and outlook.

8-E Authorize one or more Councilors to approve weekly warrants on non-meeting weeks

There is a memo in the packet for this agenda item. The Council has to assign by vote one or more members who will be authorized to sign warrants during weeks when the Council does not meet.

8-G Set Clerk & Treasurer compensation

There is no memo in the packet for this agenda item. Council will be provided with payroll information to inform its decision to set the compensation for the new Clerk & Treasurer.

Upcoming Business (tentative)

- June 4
 - Infill study report
 - RIVER program presentation by CVRPC
 - Sultana Kahn, substance abuse prevention
 - Fee schedule
 - Committee applicant interviews

A RESOLUTION IN APPRECIATION OF BARRE CITY EMERGENCY MEDICAL SERVICES STAFF ON THE OCCASION OF THE 50TH ANNIVERSARY OF NATIONAL EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, the Barre City Fire and Emergency Medical Services Department consists of emergency medical technicians, advanced emergency medical technicians, paramedics, educators; and

WHEREAS, the staff of Barre City Fire and Emergency Medical Services Department are prepared to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, emergency medical services are vital to public safety; and

WHEREAS, quick access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, May 19-25, 2024 marks the 50th year anniversary of National Emergency Medical Services Week, and this year’s theme is “Honoring Our Past, Forging Our Future,” which reminds us to acknowledge the work of those who built the profession, while also recognizing those who are building the professional of the future.

NOW, THEREFORE, BE IT RESOLVED on the occasion of National Emergency Medical Services Week that the Barre City Council recognizes our emergency medical services staff, and thanks them for their valuable contributions to the community and dedicated service to the residents of the City of Barre; and

BE IT FURTHER RESOLVED, that the City Council hereby extends its fullest appreciation to all our emergency medical services staff, and acknowledges that they are an important part of what makes Barre City a safe and special place to live, work, and recreate.

BY ORDER OF THE CITY COUNCIL THIS 21ST DAY OF MAY 2024

Thom Lauzon, Mayor

Cheryl Metivier, City Clerk & Treasurer

Emel Cambel, Ward I

Sonya Spaulding, Ward I

Teddy Waszazak, Ward II

Amanda Gustin, Ward II

Michael Deering II, Ward III

Samn Stockwell, Ward III

**Regular Meeting of the Barre City Council
Held May 7, 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, Police Chief Brad Vail, and Clerk/Treasurer Carol Dawes.

Absent: NONE

Adjustments to the Agenda:

- Add approval of Aldrich + Elliot contract under consent agenda.
- Move the mayoral proclamation from under new business to follow approval of resolutions.
- Move approval of Service Master contract to new business from consent agenda.

Resolutions 2024-06 and 2024-07: Recognize the service of Stephanie Quaranta and Jeffrey Bergeron.

Clerk Dawes read the resolutions honoring Stephanie Quaranta for more than 36 years of service as Recreation Director (resolution #2024-06), and Jeffrey Bergeron for more than 16 years of service as director Buildings & Community Services (resolution #2024-07). Both resolutions were approved by the Council on motions of Councilor Lauzon, seconded by Councilor Stockwell. **Motions carried.**

Those in attendance gave several standing ovations to Ms. Quaranta and Mr. Bergeron. Ms. Quaranta was given an official copy of the resolution and a lifetime pass to the municipal swimming pool. Saturday, May 11, 2024 was declared Stephanie Quaranta Day in the City of Barre. Mr. Bergeron was given an official copy of the resolution and a lifetime pass for use of the batting cages. Sunday, May 12, 2024 was declared Jeffrey Bergeron Day in the City of Barre.

Mayoral Proclamation honoring Barre City elected officials with expiring terms.

Mayor Hemmerick read the proclamation honoring those elected officials whose current terms will expire at next week's annual meeting election: Mayor Hemmerick, Clerk Dawes, and Councilors Lauzon, Boutin and Deering.

Visitors and Communications:

Several people spoke in recognition of Mayor Hemmerick's tenure as City Councilor and Mayor, and thanked him for his service. Those who spoke were:

Lisa Liotta	Ericka Reil	Joe Shadrui
Bernadette Rose	Joelen Mulvaney	Jim Deschler
AJ Jones	Janet Van Fleet	Garrett Grant
John LePage	Ellen Kaye	Sue Higby
Kaitlin Burnham	Rachel Van Vliet	Danielle Owczarski

Mayor Hemmerick thanked people for their comments, and noted his parents and sister were in attendance via Zoom.

Approval of Consent Agenda:

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

- A. Approval of Minutes:

- i. Regular meeting of April 23, 2024.
- B. City Warrants as presented:
 1. Ratification of Week 2024-18, dated May 1, 2024:
 - i. Accounts Payable: \$86,154.48
 - ii. Payroll (gross): \$149,731.93
 2. Approval of Week 2024-19, dated May 8, 2024
 - i. Accounts Payable: \$205,423.51
 - ii. Payroll (gross): \$146,587.75
- C. Clerk's Office Licenses and Permits: NONE
- D. Authorize the Manager to execute contract(s)
 - i. Service Master Restoration: City Hall flood restoration (moved to new business under adjustments)
 - ii. Aldrich + Elliot: headworks upgrade at WWTF (added under adjustments)

City Clerk & Treasurer Report –

City Clerk/Treasurer Dawes reported on the following:

- Annual meeting election will be held on May 14th. Polls will be open at the auditorium from 7AM – 7PM. More than 600 early absentee ballots have been issued, and nearly half have been returned to date.
- Fourth quarter property taxes are due by May 15th. Most of City Hall will be closed Tuesday, May 14th, because of the annual meeting date, however the Clerk's office will be open that day to accept property tax payments.

Liquor Control Board/Cannabis Control Board – NONE

City Manager's Report –

Manager Storlicastro reported on the following:

- Held a flood after-action debriefing today with department heads, VT Emergency Management (VEM) and Central Vermont Regional Planning Commission (CVRPC). Barre City is the first community to go through this process, and the discussions honed in on mitigation, culvert upsizing, and access to the public safety building.
- The City submitted two additional requests for congressionally directed funding projects: North End housing and replacing the digester at the wastewater treatment facility.
- The state has submitted a significant request for congressionally directed funding for housing in the North End.
- New England Municipal Consultants (NEMC), the firm conducting the city-wide reappraisal, has started sending out letters to property owners, informing them of the upcoming reappraisal and offering ways to schedule an inspection. NEMC will be reaching out to all property owners over the coming months.
- Installation of City Hall HVAC systems will start in approximately 2 weeks.

New Business –

A) Police Department trends report.

Police Chief Brad Vail said the body-worn camera program rolled out starting last month. Operations are under the policy on use of cameras. Demonstrations are available to Councilors upon request. Mayor Hemmerick thanked the Chief for shepherding through the Police Advisory Committee approval of 84 policies to date. Councilor Boutin asked if the City was moving towards accreditation through CALEA (Commission on Accreditation for Law Enforcement Agencies). The Chief said many of the policies that have been adopted were designed to satisfy CALEA standards. Accreditation is expensive, but could

provide some potential insurance cost savings. The Police Advisory Committee is aware of the accreditation option.

The Chief gave a PowerPoint crime trend overview report. He noted violent crimes are decreasing, due in part to a variety of available programs including the City's embedded mental health clinician, and the recovery coach available through Turning Point Center.

The Chief said quality of life crimes are the most prevalent, and the number of domestic disturbances is higher than the statewide average. There was discussion on the effects of domestic violence on children and families, collaborating with Circle & Mosaic on developing a public service campaign to address domestic violence, filling police department staff vacancies, and police academy training schedules.

B) Update on Auditorium renovation project.

Manager Storrellicastro reminded the Council the City was awarded a \$3.5 million Congressionally Directed Spending (CDS) grant sponsored by Senator Sanders for auditorium improvements including ADA access, electrical upgrades, audio/visual improvements, and HVAC upgrades. The original grant requires a local match of approximately \$2.7 million. The grant is administered through USDA, and the City has been working with them since last summer to identify impacts of last summer's flooding on the operating budget and the ability to secure matching funds. The City has the opportunity to apply to phase the projects and therefore forgo identification of the full match. The current discussions have been around identifying approximately \$4 million in projects, with \$3.5 million coming from the CDS and the balance being covered by a local match.

There was discussion on what projects should be the focus of phase 1, and being sure to include the ADA renovations. The Manager will create a list of possible projects for the Council to review and prioritize.

Bernadette Rose said the Buildings and Facilities Committee has made a commitment to raise \$100,000 of the required matching funds. Ms. Rose suggested reaching out to neighboring Barre Town to seek support of this regional facility. It was noted the facility serves as a state emergency shelter, and there may be opportunities to secure matching funds from Vermont Emergency Management.

Council approved authorizing the Manager to prepare a phased approach to the auditorium upgrade project on motion of Councilor Boutin, seconded by Councilor Lauzon. **Motion carried.**

C) Warned for 7:00 PM: Informational meeting for May 14, 2024 annual meeting election.

The informational meeting opened at 7:35 PM. Clerk Dawes said such a meeting is required in the 10 days before an annual meeting election, and this is an opportunity for the Council and public to ask questions about or comment on what's on the ballot. Bernadette Rose thanked the Clerk for advocating for voter access for early absentee voting and voting at the polls. Hearing no additional comments or questions, the informational meeting closed at 7:41 PM.

D) Mayor Proclamation recognizing the service of Council members with expiring terms.

Moved to earlier in the meeting through adjustments to the agenda.

Added) Authorize Manager to approve Service Master contract for City Hall flood damage restorations. (moved from consent agenda through adjustments to the agenda)

There was discussion on repairs being done in City Hall following flood damage from last summer. Manager Storrellicastro said funding is coming from insurance and FEMA, with any balance coming from the City.

To be approved at 05/21/24 Barre City Council Meeting

Council authorized the Manager to execute the contract with Service Master for repairs to City Hall on motion of Councilor Boutin, seconded by Councilor Lauzon. **Motion carried.**

Upcoming Business –

Next Council meeting is May 21st. There will be a VLCT training for the new Council, a quarterly update from Barre Area Development Corporation, and presentation of proposed fee schedule changes. Council will also take up discussion on allocating ARPA funds in the near future.

Councilor Boutin said he would like Council to discuss the Manager's previous decision with regard to Ms. Chase's fence, and the replacement thereof.

Councilor Lauzon said there will need to be a discussion on identifying a funding source for pre-engineering expenses for the north end. The Council might consider using ARPA funds.

Round Table –

Councilor Stockwell said she had a great Green-Up Day experience getting out and cleaning up around the City. She also attended the Justice, Equity, Diversity, Inclusion and Belonging Committee presentation at the Barre Area Development Corporation economic summit.

Councilor Waszazak thanked those whose terms are ending next week, and said good work has been accomplished.

Councilor Boutin noted last Saturday's Blow Up to Glow Up festivities, and said he is proud of his niece, who organizes the annual event.

Mayor Hemmerick said this is his final meeting, and it's been an honor to serve.

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

Council went into executive session at 7:52 PM to discuss personnel under the provisions of 1 VSA § 313 on motion of Councilor Boutin, seconded by Councilor Lauzon. Manager Storellicastro and Clerk Dawes were invited into the executive session. **Motion carried.**

Council came out of executive session at 8:00 PM on motion of Councilor Lauzon, seconded by Councilor Stockwell. **Motion carried.**

The meeting adjourned at 8:00 PM on motion of Councilor Stockwell, 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: 5/21/2024

Agenda Item No. 4-D

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

SUBJECT: Procurement Policy

SUBMITTING DEPARTMENT/PERSON: The Manager

STAFF RECCOMENDATION: 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 sludge transfer pumps	Penn Valley Pump and Laramie Water Resources	<p>\$76,104 to purchase two pumps from Penn Valley Pump</p> <p>\$69,974 to Laramie Water Resources for piping materials, valving, and installation labor</p> <ul style="list-style-type: none"> This upgrade will funded from unspent bond funds of the \$2.5M bond. 	<ul style="list-style-type: none"> The two existing pumps are outdated and in disrepair. Two staff operators spend approximately 20+ hours a week on the maintenance of these pumps. Pumps break down daily due to the rags and debris. Staff is continuously unclogging the pumps, which routinely have needles in them. We own three existing sludge transfer pumps. Currently, we have two that are operational. The third pump has been sacrificed for parts to maintain the other two. If the pumps fail completely for any duration of time, serious and expensive damage can occur to our digester system.

ATTACHMENTS: (1) Penn Valley and Laramie Water Resources estimates

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

RECOMMENDED ACTION/MOTION:

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



City of Barre, Vermont

"Granite Center of the World"

PURCHASE ORDER

Billing Address

City of Barre
 6 North Main St.
 Barre, VT 05641
 (802) 476-0250

4/30/2024

DATE

WWTF-24-31

PURCHASE ORDER NO.

Project:

Removal and installation of (2) sludge transfer pumps at Wastewater Treatment Facility

SHIPPING METHOD	SHIPPING TERMS	Payment
ups ground	n/a	Net 30

Part #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
n/a	Penny Valley Duouble Disk Transfer Pump	2	\$38,052.00	\$76,104.00
n/a	Piping Materials, Valving, and Labor	2	34,987.12	\$69,974.24
				\$0.00

Remarks / Instructions:

	SUBTOTAL	146078.24
enter total amount	DISCOUNT	0.00
	SUBTOTAL LESS DISCOUNT	146078.24
	TAX RATE	Tax Exempt
	SHIPPING/HANDLING	
	OTHER	0.00
	TOTAL \$	146,078.24

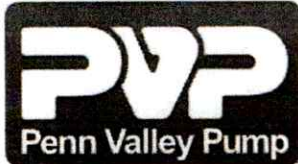
Digitally signed by Brian L. Baker
 DN: cn=Brian L. Baker, o=City of Barre,
 ou=Public Works,
 email=PWDirector@barrecity.org, c=US
 Date: 2024.05.15 13:24:51 -04'00'

AUTHORIZED SIGNATURE

Amount	GL Code

4/30/2024

DATE

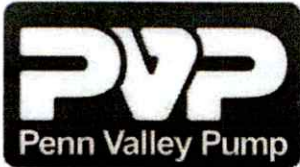


The World Leader in Free-Disc
Pumping Technology



To: Brandon City of Barre, VT	Date: 03/29/2024	Quote No: 24057B Rev 1
	Project: Barre, VT WWTP	
	Quoted by: Preston Campbell	

Qty	Description	Unit Price	Total Price
	Application: Belt Press Feed, ~4% solids		
	Duty: 110 GPM @ 35ft TDH		
	Suction: Flooded from digester on 8" diameter lines, ~ 20 – 30ft long		
1	6" Model 6DDSX76CNU-MK2 Penn Valley Double Disc Pump™ unit: <ul style="list-style-type: none"> • 6" ASA/ANSI 150# flanged suction and discharge connections • Cast iron housing and neoprene elastomers • Maintain-in-place hinged housing design for ease of maintenance • Two-piece swan neck design with full port rigid clack valve • 5HP, 1160RPM 230-460/3/60 Severe duty, inverter ready motor rated for Class 1, Div 2 hazardous location • 115RPM Nominal pump speed achieved with V-belt and pulley drive • Suction and Discharge pulsation dampeners. 6" x 4" flanged • 304SS Welded base with OSHA approved guards and covers • Pump and dampeners coated with industrial primer and topcoat • Per drawing PVD769 Side motor mount 	\$33,864.00	\$33,864.00
	Application: Primary Sludge Transfer to Digester, 1 - 5% solids		
	Duty: 110 GPM @ 35ft TDH		
	Suction: 6 – 8ft suction lift from primary well, 6" diameter line ~ 50ft long		
1	6" Model 6DDSX76CNU-MK2 Penn Valley Double Disc Pump™ unit: <ul style="list-style-type: none"> • 6" ASA/ANSI 150# flanged suction and discharge connections • Cast iron housing and neoprene elastomers • Maintain-in-place hinged housing design for ease of maintenance • Two-piece swan neck design with full port rigid clack valve • 5HP, 1160RPM 230-460/3/60 Severe duty, inverter ready motor rated for Class 1, Div 2 hazardous area • 115RPM Nominal pump speed achieved with V-belt and pulley drive • Suction and Discharge pulsation dampeners. 6" x 4" flanged • 304SS Welded base with OSHA approved guards and covers • Pump and dampeners coated with industrial primer and topcoat • Per drawing PVD769 Side motor mount 	\$33,864.00	\$33,864.00
2	Model PVP420V Suction vacuum sensor and gauge assembly consisting of: 1" NPT SS316 sensor with EPDM sleeve and 4" (30" Hg-30psi) SS gauge. Mounts to top of dampener to provide indication of line pressure.	\$707.00	\$1,414.00
2	Model PVP420PS Discharge pressure switch assembly consisting of: 1" NPT SS316 sensor w/ EPDM sleeve, NEMA 7/9 explosion proof adjustable switch and 4" (0-100psi) SS gauge. Mounts to top of dampener to protect against over pressurization. (Must be wired to pump controls.)	\$1,818.00	\$3,616.00
1	Days of start-up and training services (one-trip)	\$Included	\$Included



The World Leader in Free-Disc
Pumping Technology



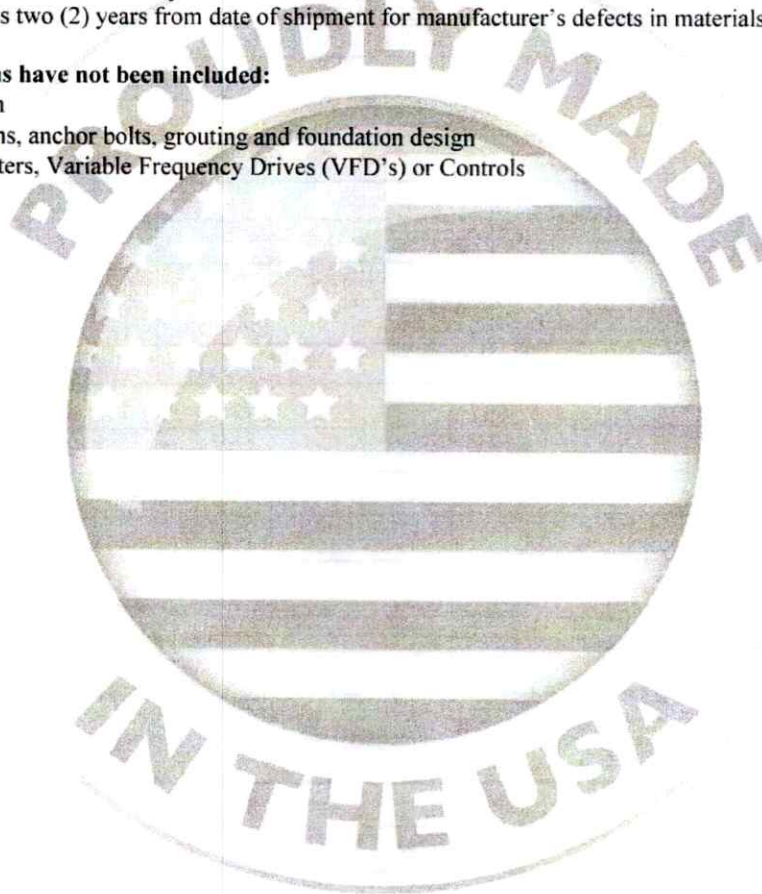
1	Estimated transport to site.	\$775.00	\$775.00
	Optional:		
1	Set of recommended spare parts to include: two (2) discs, two (2) trunnions, one (1) clack valve and one (1) set of gaskets	\$3,263.00	\$3,263.00

Commercial Information:

1. Shipment is 10 - 12 weeks after receipt of purchase order or approved submittals.
2. Submittals, if required, are 2 - 3 weeks after receipt of purchase order.
3. Freight terms are F.O.B. Factory, Warrington, PA with freight allowed to jobsite.
4. Terms are Net 30 days after receipt of invoice.
5. Quotation is valid for 60 days from date of issue.
6. Warranty is two (2) years from date of shipment for manufacturer's defects in materials and workmanship.

The following items have not been included:

- Installation
- Foundations, anchor bolts, grouting and foundation design
- Motor starters, Variable Frequency Drives (VFD's) or Controls





**LARAMIE
WATER RESOURCES**
Water and Wastewater System Operations

Budget Estimate

DATE April 25, 2024

Budget Estimate valid until: May 10, 2024

Prepared by: Phil Laramie

Name Jake Drown
Company Name Barre WWTF

Comments or special instructions:

Remove 1 Piston Pump and Install Customer Supplied Penn Valley Pump. Modify Piping as needed. Supply new pump isolation valves and check valve. **Electric by others**

Description		Total
Demo pump and concrete pad (supplies)		\$ 680.00
Install Penn Valley Pump		\$ -
Modify DI Piping for Penn Valley Pump		\$ -
Replace Valves		\$ -
4" Megaflange		\$ 394.40
6" Megaflange		\$ 394.40
4" x 6" long FLxFL spool		\$ 584.80
8x6x8" DI Tee		\$ 884.00
6" DI spool FLxPE 6' long		\$ 1,224.00
6" Plug Valve		\$ 2,108.00
6" 90 Elbow		\$ 680.00
6x4 concentric reducer		\$ 340.00
4" check valve		\$ 2,380.00
4" plug valve		\$ 1,360.00
3/4" x 3.5" SS Bolts		\$ 478.72
3/4" SS Nuts		\$ 108.80
8" Flange Gasket		\$ 54.40
6" Flange Gasket		\$ 122.40
4" Flange Gasket		\$ 81.60
5/8 x 3" SS Bolts		\$ 81.60
5/8" SS Nuts		\$ 27.20
5/8" SS Epoxy Rods 12" long		\$ 465.12
Hilti Epoxy HIT-HY 200-A V3 ADHESIVE ANCHOR		\$ 106.08
Sika Grout 212		\$ 244.80
Misc Hardware		\$ 2,040.00
Labor for installation and travel		\$ 18,922.80
	Total	\$ 34,987.12

If you have any questions concerning this Budget Estimate, contact Phil Laramie, 802-487-0809, laramiewaterresources@gmail.com

THANK YOU FOR YOUR BUSINESS!

Agenda item 4-E

May 21, 2024

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

DEC CERTIFICATION PAGE

PROJECT NAME: Wastewater Treatment Facility Headworks Upgrade
 PROJECT LOCATION: Barre, VT
 APPLICANT & LOAN/GRANT NUMBER: tbd

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 EJDC 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		LS/NTE
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services		LS
b. Environmental Information Document Services		LS/NTE
c. Pre Design (30%)	\$46,600.00	LS
d. Subsurface/Geotechnical Investigation	\$16,100.00	NTE
e. Special Services	\$22,100.00	NTE
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents		LS/NTE
b. Additional Services included in Step II (include additional lines)		LS/NTE
4. Step III		
a. Bid Phase Services		LS
b. Construction Phase Services		LS
c. Resident Project Representative Services		NTE
d. Post Construction Phase Services		LS
e. Additional Services included in Step III (include additional lines)		LS/NTE
5. Total Engineering Costs	\$84,800.00	
6. Construction Costs		
a. Contract No. 1	\$7,190,000	

b. Small Purchase		
c. Additional Items (include additional lines)		
7. Total Project Cost		\$9,297,000
8. Total Bond Amount		

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract under Exhibit J – Special Provisions.

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 2024	Topographical survey and base mapping
60%	September 2024	Subsurface investigation and soils testing
90%	November 2024	Preliminary (30%) design
Final	N/A	

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.

Aldrich + Elliott PC

 Engineer Date

 Name and Title

City of Barre

 Owner Date

 Name and Title

*June 25
 August 25*

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

This is **EXHIBIT C**, consisting of 9 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 15, 2024.

Payments to Engineer for Services and Reimbursable Expenses
Basic Services – Lump Sum

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) – Lump Sum 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. A Lump Sum amount of \$46,600.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$
b. Preliminary Design Phase	\$46,600.00
c. Final Design Phase	\$
d. Bidding and Negotiating Phase	\$
e. Construction Phase	\$
f. Post-Construction Phase	\$

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- 5
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted with concurrence of the Owner and Agency.

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 \$38,200.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$
b. Preliminary Design Phase	\$ 38,200.00
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. 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 January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- B. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- C. 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.
- D. 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

- E. 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 1.0.
- F. *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.
- G. *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

3. be exceeded, Engineer shall give Owner 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.
- H. 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 RPR-2:
Resident Project Representative – Standard Hourly Rates**

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

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. **The total compensation under this paragraph is estimated to be \$[] based upon estimated full and part time hours as required by the contractor's schedule over an [] day construction schedule.**
2. If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$_____ per hour.

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 Resident Project Representative or Post-Construction Basic 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: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; 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. 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 those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [].
4. The 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.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

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 [].
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. *Estimated Compensation Amounts:*
 - a. 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.
 - b. 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 Engineer's services during 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.
4. 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.

**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 .
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) 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 $\frac{1}{2}$.
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 May 15, 2024.

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:

8"x11" Copies/Impressions	\$ 0.08/page
Copies of Drawings	\$ 4.00 / each
Mileage (auto)	\$ GSA Mileage Rate
Air Transportation	N/A
Laboratory Testing	at cost
Health and Safety Level D	N/A
Health and Safety Level C	N/A
Meals and Lodging	at cost

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 May 15, 2024.

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:

Project Principal	\$170.00-\$210.00/hour
Project Manager	\$150.00-\$190.00/hour
Project Engineer	\$130.00-\$160.00/hour
Staff Engineer	\$80.00-\$110.00/hour
Staff Technician	\$70.00-\$120.00/hour
Field Technician	\$65.00-\$120.00/hour
CAD Operator	\$75.00-\$110.00/hour
Administrative	\$65.00-\$80.00/hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 15, 2024.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. Full time Resident Project Representative is required unless requested in writing by the Owner and waived in writing by the Agency.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract

Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American and 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, as applicable.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- c. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 15, 2024.

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: \$10,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
- c. General Liability --
 - 1) Each Occurrence: \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$3,000,000
 - 2) General Aggregate: \$3,000,000
- e. Automobile Liability: \$1,000,000
Combined Single Limit
(Bodily Injury and Property Damage)
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$2,000,000

Exhibit G – Insurance.

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, Each Accident \$1,000,000
 - 2) Bodily injury by Disease, Each Employee \$10,000
 - 3) Bodily injury/Disease, Aggregate \$1,000,000
- c. General Liability --
 - 1) General Aggregate: \$2,000,000
 - 2) Each Occurrence: \$1,000,000
- d. Excess Umbrella Liability
 - 1) Per Occurrence: \$3,000,000
 - 2) General Aggregate: \$3,000,000
- e. Automobile Liability: \$1,000,000
Combined Single Limit
(Bodily Injury and Property Damage)

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. Aldrich + Elliott, PC
Engineer
- b. Waite Heindel
Engineer's Consultant
- _____
- _____
- _____

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 J**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 15, 2024.

Special Provisions

Paragraph(s) A1.01 and A1.02 of the Agreement is/are amended to include the following agreement(s) of the parties:

BACKGROUND

The preliminary engineering report for the Wastewater Treatment Facility Headworks Improvements was issued in March 2024, and includes a proposed project. The City wants to move this proposed project forward, so this agreement is for preliminary design, and includes preparation for a November 2024 bond vote. Once the bond vote passes, the design will move to Step II, covered under a separate engineering services agreement.

The ENGINEER will provide the following scope of services:

PRELIMINARY DESIGN (30%) SERVICES

Gather/Review Existing Information

Prior to performing the field work, the following existing information related to the Headworks upgrade will be gathered and reviewed:

- Discharge Permit
- WWTF Operation and maintenance manual
- WWTF Record drawings
- WR-43 Operations Reports (January 2022 to present)
- Equipment information
- Preliminary engineering reports

Underground Utility Locating

Button Underground Locating will provide full locating services (electromagnetic, GPR, camera/drains) along the project area. As Dig Safe may not locate existing on-site utilities, this underground utility location is recommended. Up to one (1) day of underground utility location is included for the area of the new Headworks structure.

Topographical Field Survey/Base Plan Mapping

This topographical survey will include:

- Visible roads, parking, walks, buildings, utility structures, mature trees (including drip edge and caliper), limits of plantings and shrubs, and other site features within the proposed topographic survey limits will be located.
- Road facing corners of buildings along the route and an approximate sill elevation.
- Visible property corner monuments will be survey located.

Exhibit J - Special Provisions.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

Page 1

- Vertical measurements based on GPS observations that reference the NAVD 88 datum.
- Ground elevations will be provided with a one foot contour intervals.
- Base plans will be prepared in AutoCAD.
- Utility information will be gathered and mapped as described below:
 - Water – Blue painted dig safe marking provided by the City, and visible valve and water valve boxes, and hydrants.
 - Wastewater – If located adjacent to the public right-of-way, visible septic tank or pump station covers will be survey located and include identification of obvious limits of existing soil based wastewater systems.
 - Storm – Visible storm and catch basin structure covers will be survey located. Storm structure covers/grates will be removed to measure visible pipe sizes, depths and pipe types. Structure rim and pipe invert elevations and pipe types will be labeled.
 - Electric and Communications – Utility poles and service drop locations will be survey located. Visible manholes, hand holes, and dig-safe paint markings will be located.

Existing Conditions Inventory

A site visit will be performed to observe and document the existing conditions for the areas of work related to the Headworks upgrade. These structures may include the existing headworks and areas of the Control Building electrical room, etc. Using the information gathered from the record drawings and site inventory, backgrounds will be prepared for use in developing the demolition drawings.

Basis for Final Design

A basis for final design document will be prepared in the State Water Investment Division format for the new headworks structure and will include the new screening and grit removal systems. Preparation of this document will include update of the influent hydraulic conditions and coordination of equipment selection with the City. Manufacturer's representatives will be contacted to request equipment proposals for this specific application to include: sizing, budget costs, installation lists, and other related information. Up to one (1) day of site visits are included with City staff to visit other facilities to observe this equipment in operation. The basis for final design will include an existing hydraulic profile and updated hydraulic profile based on the new preliminary treatment equipment.

30% Design Plans

The ENGINEER will make engineering investigations as are necessary and will compile such data as required for the preparation of the 30% design drawings for the project. This 30% design shall include the following:

- Utilization of existing designs, maps, aerial photography, soil borings and other available information to the maximum extent feasible.

The following 30% drawings will be prepared:

- T1: Title Sheet
- C1: General Legend and Notes
- C2: Existing Site and Yard Piping Plan
- C3: Proposed Site Plan
- C4: Proposed Yard Piping Plan
- P1: Process Schematic and Hydraulic Profile
- P2: Existing Headworks Demolition Plan
- P3: New Headworks Proposed Plan and Sections
- P4: Control Building Electrical Room Plan

For the 30% design review, a draft set of the drawings shall be provided by the ENGINEER as follows:

- Two (2) copies and PDF copy for the OWNER
- One (1) copy and PDF copy for review agencies

ENGINEER's Opinion of Probable Construction Cost

During preparation of the 30% design an opinion of probable construction cost will be developed and updated, based upon the progress drawings, and will be furnished to the OWNER. An overall total project cost will be maintained which includes the construction cost and other related project costs.

Preparation of Construction Phase Schedule

Based on the 30% design, a general schedule for the construction phase of the project will be furnished to the OWNER and review agencies.

Design Meetings

The ENGINEER will meet at reasonable and customary intervals to provide a close liaison with the OWNER, the State of Vermont Department of Environmental Conservation (VTDEC), and other recognized authorities having jurisdiction in regard to the engineering phases of the project.

- 30% review meeting
- Progress meetings

GEOTECHNICAL/SUBSURFACE INVESTIGATION

The ENGINEER shall use all existing subsurface and soil information wherever possible and shall perform subsurface explorations and conduct related office work as necessary for the preparation of the final design and contract drawings for the project as follows:

- Layout of the borings will be performed and Dig-Safe contacted prior to performing the borings.
- The ENGINEER will coordinate and supervise the actual performance of subsurface explorations for up to (2) days, which shall include a minimum of two (2) borings with split spoon samples at 5' intervals. The borings will be a minimum of 25' deep and at least one down to till or refusal. Knight Consulting Engineers (KCE) will observe the

Exhibit J - Special Provisions.

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Page 3

drilling and soil sampling operation in order to perform indicator testing on the retrieved samples and make adjustments in the soil sampling if needed.

- Ledge probes will be performed at designated intervals along the yard piping routes to identify any conditions (i.e. ledge, groundwater, unsuitable soils, etc.) that should be noted in the final design.

The boring logs will be reviewed by KCE and laboratory testing on the soil samples performed as needed. The testing results will be used to classify the existing materials along with developing the estimated construction de-watering needed and miscellaneous design details. The following will be determined: soil characteristics (phi angle and cohesion), the safe vertical bearing pressure calculated, horizontal earth loading parameters, buoyancy/uplift potential, and approximately settlement.

A summary geotechnical report will be issued with the boring logs, design lateral loading/resistance information, seismicity of the site, frost penetration depth and groundwater depths.

SPECIAL SERVICES

Environmental Review

The environmental report was prepared and submitted under Step I for processing as a Finding of No Significant Impact (FONSI) because of the floodway impacts. Preparation for and attendance at one (1) public hearing is included and a powerpoint presentation and follow-up documentation will be prepared for the public hearing(s).

Information will be submitted requesting an Archeological and Historic Properties Review from the State Historic Preservation Office (SHPO) based on the results of the ARA.

Additionally, the ENGINEER will submit a Permit Review Sheet (PRS) request to the State of Vermont for the project.

Archeological Resource/Historic Preservation Assessment

A+E will provide coordination for completion of an archeological resource assessment (ARA) of the project area using Crown Consulting.

Asbestos and Lead Paint Inspection

An asbestos and lead paint inspection will be performed of the existing Headworks structure and Control Building electrical room where demolition may need to occur. These inspections will be performed by KD Associates, Inc.

Bond Vote Assistance

The following bond vote assistance will be provided:

- Coordination with bond counsel on notices and warnings
- Update of costs and funding sources
- Preparation of a bond vote information flyer

- Responding to questions
- Preparation of a powerpoint presentation for one (1) bond vote information meeting
- Presentation and attendance at one (1) public hearing

ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services shall be provided only when mutually agreed upon in writing by and between the OWNER and ENGINEER's compensation and time duration of the AGREEMENT. Additional services will commence when incorporated into this scope of services by written Amendment signed by both parties.

Examples of Additional Services are:

- Subsurface investigations and soils testing beyond the scope identified above
- Preparation of the design drawings beyond the 30%
- Front end documents and technical specifications
- Archeological investigation beyond the scope identified above
- Permitting
- Preparation of funding applications
- Preparation of easement figures
- Assistance to the OWNER on matters of land acquisition, litigation or arbitration in regard to the project.

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: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

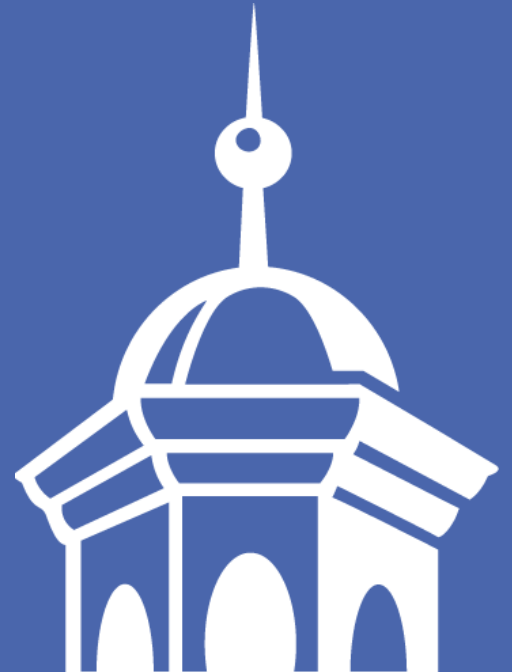
Date Signed: _____

TRANSPARENCY LAWS: OVERVIEW AND Q&A CITY OF BARRE

**GARRETT BAXTER, SENIOR STAFF ATTORNEY
VLCT MUNICIPAL ASSISTANCE CENTER**



- Open Meeting Law
- Public Records Act
- Conflicts of Interest



SOURCES OF AUTHORITY: GOVERNANCE CHARTERS

What?

Governance Charters → ability to deviate from general state law.

Where?

Title 24 Appendix: Municipal Charters

Chapter 1: City Of Barre





VERMONT'S
Open Meeting Law
(OML)
1 V.S.A. §§ 310 - 314

WHAT IS THE OPEN MEETING LAW? WHY DO WE HAVE IT?

Statutory citation: [1 V.S.A. §§ 310-314](#)

“All meetings of a public body are declared to be **open to the public at all times**, except as provided in section 313 of this title [i.e. executive sessions].” [1 V.S.A. § 312\(a\)](#)

“[The law] **protects the interest of the public to hold its elected officers accountable by, among other ways, requiring meetings of a public body to be ‘open to the public at all times,’** except when in executive session, 1 V.S.A. § 312(a), and by requiring that the **public be given a ‘reasonable opportunity to express its opinion’** on matters being considered.” *Town of Brattleboro v. Garfield*, 180 Vt. 90 (2006)



WHO DOES THE OPEN MEETING LAW APPLY TO?

**Legislative
Body**



Committee



Subcommittee

Every “**public body**” of a municipality.

“‘Public body’ means any board, council, or commission of the State or one or more of its political subdivisions, any board, council, or commission of any agency, authority, or instrumentality of the State or one or more of its political subdivisions, or any committee of any of the foregoing boards, councils, or commissions...”

[1 V.S.A. § 310\(4\)](#)

WHEN DOES THE OPEN MEETING LAW APPLY?

Whenever a public body is “meeting”

What is a Meeting?

“A gathering of a quorum of the members of a public body for the purpose of discussing the business of the public body or for the purpose of taking action.”

[1 V.S.A. § 310\(2\)](#)





**Public
bodies**

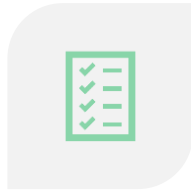
Quorum

**Discuss/take
action on
business of
the body**

OPEN MEETING LAW REQUIREMENTS



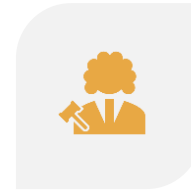
PROVIDE ADVANCE
NOTICE OF
MEETINGS



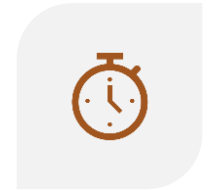
CREATE AND POST
AGENDAS FOR ALL
REGULAR AND
SPECIAL MEETINGS



KEEP MEETINGS **OPEN**
TO THE PUBLIC (UNLESS
AN EXCEPTION APPLIES)



PROVIDE REASONABLE
OPPORTUNITY FOR
PUBLIC COMMENT



TAKE AND POST
MINUTES.

WHAT IS NOT A MEETING?

Communicating (verbally, in writing, electronically, etc.) for the purpose of:

- ⑩ Scheduling a meeting;
- ⑩ Organizing an agenda; or
- ⑩ Distributing information or materials to discuss at a later meeting,
 - ⑩ **provided that:**
 - No other board business is discussed/conducted; and
 - Any resulting written communication is made available for inspection and copying under the Public Records Act.

When a quorum of members attends:

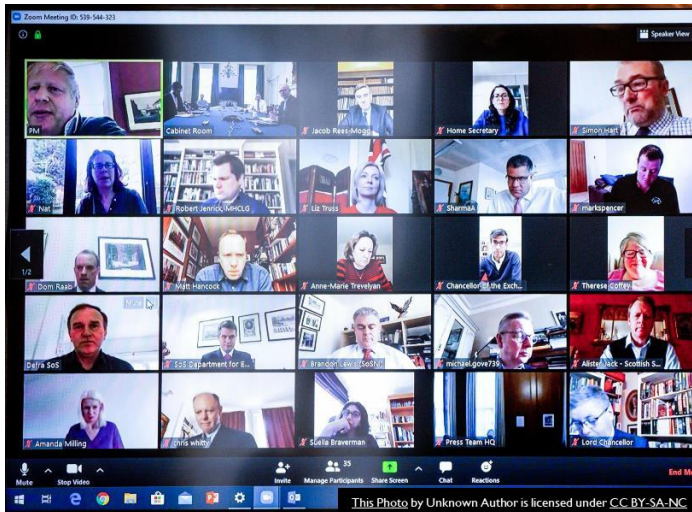
- ⑩ Social gatherings, conventions, press conferences, training programs, press conferences, media events, or otherwise gathers,
 - ⑩ **provided that....**
 - they don't discuss the specific business of the public body that, at the time, the participating members expect to be future business.
- ⑩ A duly warned meeting of another public body,
 - ⑩ **provided that:**
 - the attending body doesn't conduct any business.

OPEN MEETING LAW EXEMPTIONS

- **Deliberations** in connection with quasi-judicial proceedings; and
- **Executive sessions** explicitly authorized by law;
- **Site inspections** for the purposes of assessing damage or making tax assessments or abatements;
- **Clerical work** or work assignments of staff; and
- **Routine day-to-day administrative matters** that do not require action by the public body, provided no money is appropriated, expended or encumbered.

ACT 1, EXPIRES JULY 1, 2024

ACT 1 REQUIREMENTS FOR REMOTE MEETINGS



- When a public body holds a remote meeting, it must:
 - use technology that allows the public to attend by electronic or other means;
 - allow the public to access the meeting by telephone;
 - include and post information on how the public can access the meeting electronically in its agenda; and
 - record their meetings, if it's a meeting of a legislative body, unless unusual circumstances make it impossible to do so.
- A public body may electronically post meeting agendas and special meeting notices.

S.55: SUBSTANTIAL CHANGES TO THE OPEN MEETING LAW

- S.55 Awaiting Governor Signature, in effect **JULY 1, 2024**.
 - Nonadvisory public bodies must record (audio or video) meetings and post a copy of the recording in a designated electronic location for at least 30 days (following posting of meeting minutes) unless “undue hardship” applies;
 - Allows nonadvisory bodies to hold electronic only for emergency meetings or local incidents;
 - Allows “advisory bodies” to hold electronic only meetings (using a platform that allows direct access);
 - “Requests for Access” of electronic or physical access (unless undue hardship applies);
 - Municipalities must post on their website (if it has one): 1) explanation of the process for submitting an OML notice of violation complaint and 2) copy of the text of 1 V.S.A. § 314;
 - Annual training developed by the Secretary of State’s Office will be required starting July 1, 2025, for chair of legislative body, town manager, and mayor.

VLCT will provide more information in its forthcoming Legislative Session Wrap-Up.



1

Avoid intentional violations of the Open Meeting Law.



2

Cure all alleged violations, even if inadvertent.



3

If a complaint is received, immediately call us or your town attorney for guidance.

OPEN MEETING LAW: WHERE TO FIND MORE INFORMATION?



TOPICS

- [Dog Control](#)
- [Ethics and Conflict of Interest](#)
- [Federal Funding Assistance](#)
- [Government Finance](#)
- [Human Resources Consulting](#)
- [Open Meeting Law](#)
- [Safety and Loss Control](#)
- [Technology & Cybersecurity](#)
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Vermont's Open Meeting Law

[Expand All](#)

[COVID-19 Related Changes 2023](#)




General Information on the Law

Transparency is an essential element of open and democratic government. In Vermont, the primary means of providing transparency are the State's open meeting law, 1 V.S.A. §§ 310-314, and the public records law, 1 V.S.A. §§ 315-320. These laws implement the command of Chapter I, Article 6 of the Vermont Constitution that officers of government are "trustees and servants" of the people and are "at all times, in a legal way, accountable to them."

The Open Meeting Law clearly emphasizes the openness of and accessibility to government. It declares that "All meetings of a public body are declared to be open to the public at all times, except as provided in section 313 of this title [on executive sessions]." 1 V.S.A. § 312(a). The Open Meeting Law and its requirements are meant to empower the public to play an effective role as not only an active participant in government but also a check on it as well.

VLCT ONLINE RESOURCES

- [Effective Meeting Toolkit](#) (which contains):
 - Model Notice and Agenda for Municipal Meetings
 - Model Pledge for Municipal Public Bodies
 - Model Rules of Procedure for Meetings of Public Bodies
 - Model Rules for Public Participation at Municipal Meetings
- [Open Meeting Law Municipal Topic webpage](#) (which contains):
 - Open Meeting Law FAQs
 - Open Meeting Law Quick Guide
 - Hybrid Public Meeting Toolkit



**VERMONT'S
PUBLIC RECORDS ACT
(PRA)**
1 V.S.A. §§ 315 - 320

VERMONT'S PUBLIC RECORDS ACT: WHY DO WE HAVE IT?

“It is the policy of [the Public Records Law] to provide for free and open examination of records consistent with Chapter I, Article 6 of the Vermont Constitution . . .

... Public records document the legal responsibilities of government, help protect the rights of citizens, and provide citizens a means of monitoring government programs and measuring the performance of public officials . . .”

[1 V.S.A. § 315](#)



Transparency is the means to achieve
accountability.

PUBLIC RECORDS ACT: WHAT IS IT?

“**Public record**’ ...means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired in the course of public agency business. Individual salaries and benefits of and salary schedules relating to elected or appointed officials and employees of public agencies shall not be exempt from public inspection and copying.”

[1 V.S.A. § 317\(b\)](#)

PUBLIC RECORDS ACT: WHO DOES IT APPLY TO?

- “Any person may inspect or copy any public record of a **public agency**, as follows...”

[1 V.S.A. § 316\(a\)](#)

- “‘**Public agency**’ or ‘**agency**’ means any agency, board, committee, department, branch, instrumentality, commission, or authority of any political subdivision of the State.”

[1 V.S.A. § 317\(a\)\(2\)](#)

PUBLIC RECORDS ACT: WHO DOES IT APPLY TO?

- “Upon request, the custodian of a public record shall promptly produce the record for inspection...”

1 V.S.A. § 318(b)

- Custodian is “[a] person or institution that has charge or custody of property, papers, or other valuables.’ One ‘who ha[s] it within their power to release or communicate public records.’”

Pease v. Windsor Dev. & Review Bd.,
2011 VT 103

PUBLIC RECORDS ACT

WHO DOES IT APPLY TO?

§ 410. Duties

(a) The City Clerk shall perform for the City the same duties as prescribed by the laws of this State upon town clerks, except insofar as the same are changed or modified by the provisions of this charter and shall charge and receive for the benefit of the City the same fees therefor. The Clerk shall be ex-officio Clerk of the City Council and Board of Civil Authority. **The Clerk shall have exclusive charge and custody of the public records of the City and all records, papers, and documents belonging to the Town of Barre at the time the City of Barre was organized.** Such records shall not be taken out of or away from the City Clerk's office except upon the order of process of a court of competent jurisdiction; but said City Council may, by ordinance or bylaw, regulate the removal from said office of all papers and

PUBLIC RECORDS ACT: WHEN DOES IT APPLY?

“For any agency, board, committee, department, instrumentality, commission, or authority of a political subdivision of the State, a person may inspect a public record during **customary business hours**.”

[1 V.S.A. § 316\(a\)\(2\)](#)

PUBLIC RECORDS ACT: WHEN DOES IT APPLY?

- “Any person may inspect or copy any public record of a public agency, as follows...” [1 V.S.A. § 316\(a\)](#)
- “[A] person may inspect a public record during customary business hours.” [1 V.S.A. § 316\(a\)\(2\)](#)
- “Upon request, the custodian of a public record shall **promptly produce** the record for inspection, except that:” [1 V.S.A. § 318\(b\)](#)

PUBLIC RECORDS ACT: WHAT DOES IT REQUIRE?

- “**Promptly**” = “immediately, with little or no delay...not more than **three business days** from receipt of a request.”

[1 V.S.A. § 318\(a\)\(1\)\(A\)](#)

PUBLIC RECORDS ACT: WHAT DOES IT REQUIRE?

Four Possible Responses:

1. “Promptly” **produce** the record for inspection or copying;
 2. “Promptly” respond that **records don’t exist;**
 3. “Promptly” respond that **records are exempt** from disclosure;
 4. “Promptly” respond that records are in **active use or in storage** (then provide within one week – 7 calendar days);
- ***4.1*** In “**unusual circumstances**” custodian may extend the timeframe for responding to up to 10 business days from the date of the request.

[1 V.S.A. § 318\(a\)\(1\)\(A\)](#)

PUBLIC RECORDS ACT: WHAT ELSE DOES IT REQUIRE?

- Hear and respond to appeals of public records determinations;
- Only charge copying fees when allowed under law;
- Don't destroy, give away, sell, discard, or damage public records unless authorized to do so under law (i.e., according to VSARA's record retention schedules).

➤ Questions related to destruction & organization of public records? Contact:

Vermont State Archives and Records Administration (VSARA)

VSARA Records Specialists

sos.rim@vermont.gov

Main Line: 802-828-3700

PUBLIC RECORDS ACT: WHERE TO FIND MORE INFORMATION?



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Public Records

The Vermont Public Records Act

Under Vermont's Public Records Act, 1 V.S.A. §§ 315-320, any person has the right to request inspection or copying of a public record from government agencies, including municipalities. The definition of a "public record" is very broad and includes "any written or recorded information, regardless of physical form or characteristics," which is produced or acquired in the course of municipal business. 1 V.S.A. § 317(b).

Municipal officials must comply with the act's legal requirements. MAC developed Public Records Act FAQs and a Model Public Records Policy to help clarify definitions, timelines, how to "promptly" respond as well as where to find important information about exemptions and retention requirements.

Transparency is an essential element of open and democratic government. In Vermont, the primary means of providing transparency are the Public Records Act, 1 V.S.A. §§ 315-320, and the Open Meeting Law, 1 V.S.A. §§ 310-314. These laws implement the command of Chapter I, Article 6 of the Vermont Constitution that officers of government are "trustees and servants" of the people and are "at all times, in a legal way, accountable to them."



VERMONT'S
Conflict of Interest (COI)
Law
24 V.S.A. § 1984

CONFLICT OF INTEREST LAW: WHAT ARE CONFLICTS OF INTEREST?



THE CONTEXT OF CONFLICTS OF INTEREST: EXECUTIVE / LEGISLATIVE / QUASI-JUDICIAL



THE SOLUTION: LEGAL REQUIREMENT / AUTHORITY

- Each municipality (town, city, village) in Vermont **MUST** adopt a conflict of interest prohibition, which **MUST** contain the following:
 1. a definition of "conflict of interest";
 2. a list of the elected and appointed officials covered by the prohibition;
 3. a method to determine whether a conflict of interest exists;
 4. actions that must be taken if a conflict of interest is determined to exist; and
 5. a method of enforcement against individuals violating the prohibition.

[24 V.S.A. § 1984](#)

WHAT IS A “CONFLICT OF INTEREST”?

GOVERNANCE CHARTER

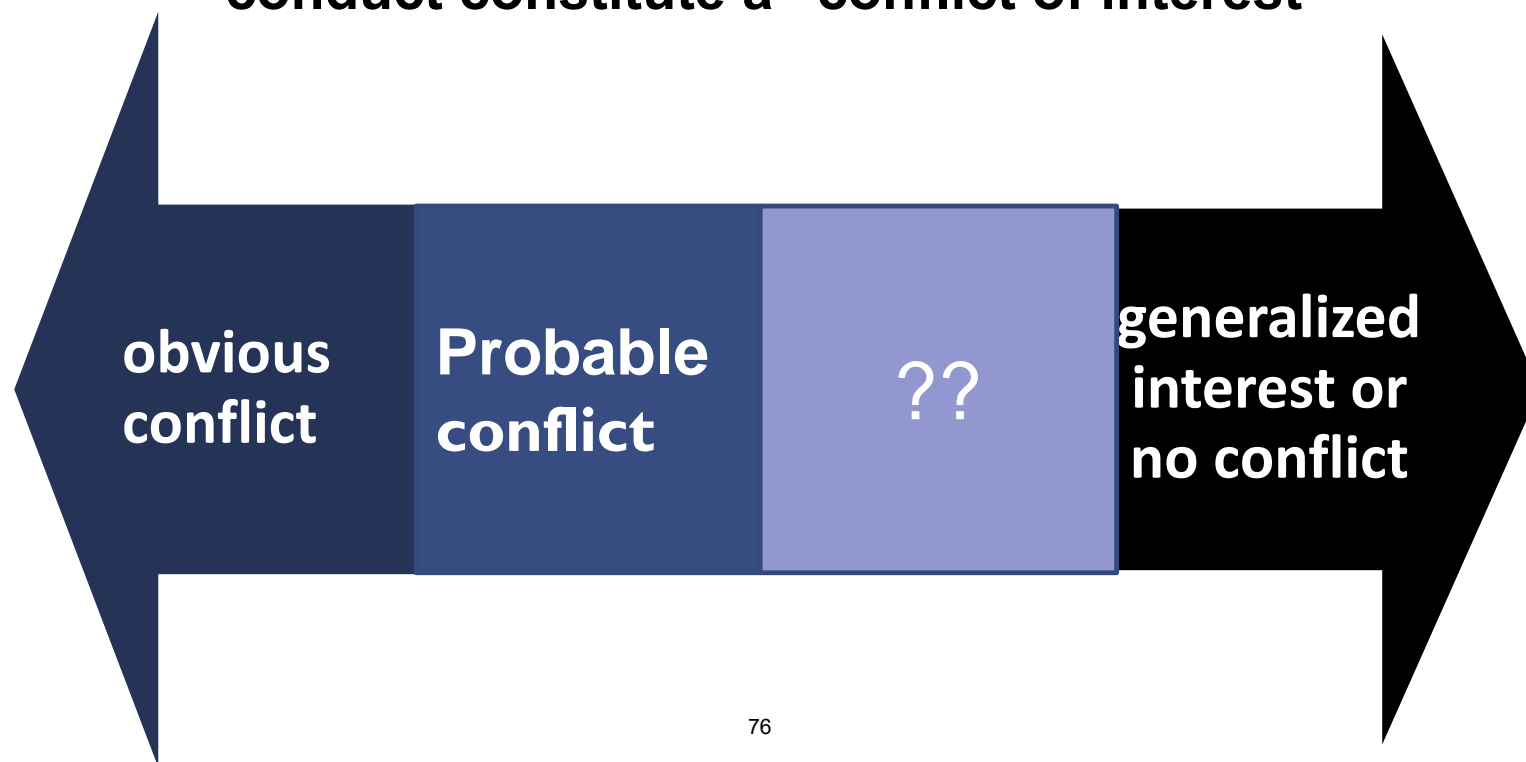
§ 311. Business or contracts between City and City officials or employees

No City official or employee shall be interested in any contract with the City, furnish any material, or perform any labor, except in the discharge of the official's or employee's official duties or as allowed for in the Procurement Policy or Conflict of Interest Policy as adopted by the Council. (Amended 2019, No. M-12 (Adj. Sess.), § 4, eff. Oct. 8, 2020.)

WHAT IS A “CONFLICT OF INTEREST”?

CONFLICTS LIVE ON A CONTINUUM

It’s up to each community to decide what types of conduct constitute a “conflict of interest”



VLCT MODEL: MANAGING CONFLICTS

VCLT's recommendation for managing conflicts of interest:

1. DISCLOSE;
2. DISCUSS;
3. RECUSE (consider: err on the side of caution, especially in quasi-judicial context);
4. RECORD what transpired in the minutes.

VLCT MODEL: MANAGING CONFLICTS

REMEDIES:

- If offender is appointed, Legislative Body may:
 1. Admonish in public or private;
 2. Request or demand recusal;
 3. Remove from office.
- If offender is elected, Legislative Body may:
 1. Admonish in public or private;
 2. Request recusal (may not force);
 3. Request resignation (but may not remove from office).

VLCT'S MODEL CONFLICTS OF INTEREST AND ETHICAL CONDUCT GUIDANCE AND MODEL POLICY

January 2018

Article 1. Authority. Under the authority granted in 24 V.S.A. § 2291(20), the [name of municipality] hereby adopts the following policy concerning conflicts of interest and ethical conduct.

Article 2. Purpose. The purpose of this policy is to ensure that the business of this municipality will be conducted in such a way that no public officer of the municipality will gain a personal or financial advantage from his or her work for the municipality and so that the public trust in its officers will be preserved. It is also the intent of this policy to ensure that all decisions made by public officers are based on the best interests of the municipality.

Article 3. Application. This policy applies to all individuals elected or statutorily-appointed to perform executive, administrative, legislative, or quasi-judicial functions of the [insert name of municipality].

Article 4. Definitions. For the purposes of this policy, the following definitions shall apply:

A. Conflict of interest means any of the following:

1. A real or seeming incompatibility between a public officer's private interests and his or her public or fiduciary interests to the municipality he or she serves. A conflict of interest arises when there is a direct or indirect personal or financial interest of a public officer or a person or group closely tied with the officer including his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother- or sister-in-law, business associate, or employer or employee in the outcome of an official act or action, or any other matter pending before the officer or before the public body in which the public officer holds office. A conflict of interest may take any of the four following forms:
 - a. A direct financial conflict of interest arises when a public officer acts on a matter that has a direct financial impact on that officer.
 - b. An indirect financial conflict of interest arises when a public officer acts on a matter that has a financial impact on a person or group closely tied to the officer.

ON THE HORIZON...

H.875 POTENTIAL OVERHAUL OF CONFLICTS AND ETHICS

If H.875 becomes law, takes effect **January 1, 2025**.

- Shifts definition and process for managing conflicts from locally crafted prohibitions to State mandated definitions and process (“Municipal Code of Ethics”);
 - Applies to “municipal officers”
- Municipalities can receive “Advisory Opinions” from State Ethics Commission;
- Training requirements for legislative and quasi-judicial bodies, chief administrative officers, mayor, and managers:
 - Municipalities must make “reasonable efforts” to train all other municipal officers
- Requires posting of Municipal Code of Ethics;
- Municipalities must also adopt by “ordinance, rule, or personnel policy” procedures for investigation of complaints and methods of enforcement and remedies.

VLCT will provide more information in its forthcoming Legislative Session Wrap-Up.

CONFLICTS OF INTEREST: WHERE TO FIND MORE INFORMATION?



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Ethics and Conflict of Interest

Every municipality in Vermont is required to adopt a conflict of interest prohibition by July 1, 2019. Such prohibition must contain at least the following elements, which are found in 24 V.S.A. § 1984:

- a definition of "conflict of interest";
- a list of the elected and appointed officials covered by such prohibition;
- a method to determine whether a conflict of interest exists;
- actions that must be taken if a conflict of interest is determined to exist; and
- a method of enforcement against individuals violating such prohibition.

In general terms, a conflict of interest is an incompatibility between the private and public interests of a public official. It is up to each municipality to specifically articulate the types of conduct that constitute a conflict of interest. A municipality may also set certain behavioral standards for its public officials by broadening a conflict of interest prohibition to address ethical behavior. 24 V.S.A. § 2291(20).

Questions?

Get in Touch!

- [HTTPS://WWW.VLCT.ORG/LOGIN](https://www.vlct.org/login)
- (802) 229-9111
- INFO@VLCT.ORG

VLCT MAC Resources Online:

- <https://www.vlct.org/topics/vermonts-open-meeting-law>
- <https://www.vlct.org/public-records>
- <https://www.vlct.org/topics/ethics-and-conflicts-interest>



Barre Area Development, Inc (BADC) FY24 YTD Presentation for City May 2024

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BADC's Benefits to the Barre Community

- **Nurture, promote, sustain and implement economic development in the Barre Community (Barre City and Town).**
- **Develop and work with funding sources to develop, assist and sustain housing and business in the Barre community.**
- **Coordinate economic development services among various local, State and Federal agencies and organizations that impact economic and housing development in the Barre community.**
- **Collaborate with the Barre Partnership and other private, not-for-profit and government sector organizations to provide joint marketing, business recruitment and retention, and support growth in housing.**
- **Act as a point of contact for information and support regarding economic development in both municipalities.**

FY24-25 Strategy - Initiative & Objectives

Further growth in the Barre area through:

- Targeting regional, and inter/national, demographics to relocate and grow businesses in Barre in parallel with facilitating housing growth.
- Building on inventory platform for potential business owners of available commercial spaces.
- Strengthening connections with entrepreneurs and businesses throughout the State.
- Facilitating the Annual Central Vermont Economic Development Summit (May 2024 inaugural).



Focus in FY24 and FY25

- **Housing & Economic Strategy**
- **Business Development**
- **Execution of Strategic Plan for the Barre area**

BADC's Accomplishments in FY24 (7/1/23-6/30/24) YTD

Housing & Economic Strategy

Placement on Regional Priorities List pending for 2nd year in a row for the Prospect Heights Housing Project. Pending all needed due diligence, the development of Prospect Heights will be a clear solution to help to make a dent in the housing crisis for not just immediate Barre area, but also the Central Vermont region with up to 128 housing units. Successful applications now underway with large federal grantors for the \$6MM infrastructure project: first phase.

Business Development

Ongoing Vermont, regional, national and international business recruitment and outreach which includes successful business deployments and loan facilitations in Barre YTD. Details of all provided through monthly public Board of Directors meeting.

BADC's Accomplishments in FY24 (7/1/23-6/30/24) YTD

Execution of 3-5 year Strategic Plan for the Barre area

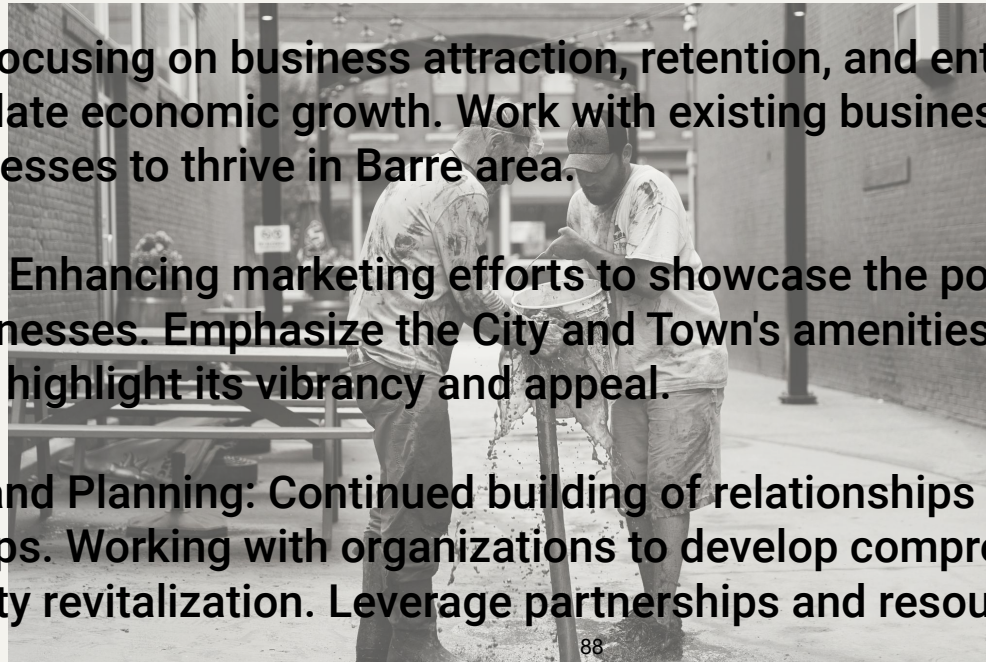
- The Strategic Planning Board Retreats are now complete which included full outreach to stakeholders.
- Preparing a final review of proposed 3-5 years goals and focus for the entire Barre area to include:

- **Housing Development:** Addressing the pressing need for housing across all income levels by focusing on both affordable and market-rate housing options. Collaborate with housing task force to develop a comprehensive plan to address aging housing stock, including strategies for redevelopment and multi-income housing.

- **Economic Development:** Focusing on business attraction, retention, and entrepreneurial efforts to support local businesses and stimulate economic growth. Work with existing businesses to foster growth, and explore opportunities for new businesses to thrive in Barre area.

- **Marketing and Promotion:** Enhancing marketing efforts to showcase the positive aspects of Barre and attract visitors, residents, and businesses. Emphasize the City and Town's amenities, recreational opportunities, and civic-minded businesses to highlight its vibrancy and appeal.

- **Community Engagement and Planning:** Continued building of relationships within the community through fostering strong relationships. Working with organizations to develop comprehensive plans for housing development and community revitalization. Leverage partnerships and resources to achieve shared goals and objectives.



Housing and Business Development FY24 YTD: January & February

January & February Housing-Prospect Heights Development.

#1 Placement on Regional Priorities List (RPL) in November 2023.

Drafting and Review of the Proposed Purchase and Sale (P&S) Agreement between Fecteau and City of Barre

Commitment letters to provide financial support were drafted for review/use from private entities and small developers.

Pre-application and financials for Catalyst Grant for March submittal to NBRC.

Working on behalf of the City of Barre as applicant who is playing the pivotal role in exploring all potential state and federal grant options involving public ownership.

January & February Commercial Update

Assistance with business planning and construction sourcing for a classic diner in Barre City.

Assistance with search and business planning for a clothing store.

Assistance with scouting and business planning for a Barre Town or City breakfast restaurant.

Continued business and financial planning for Warren's Kitchen in the City.

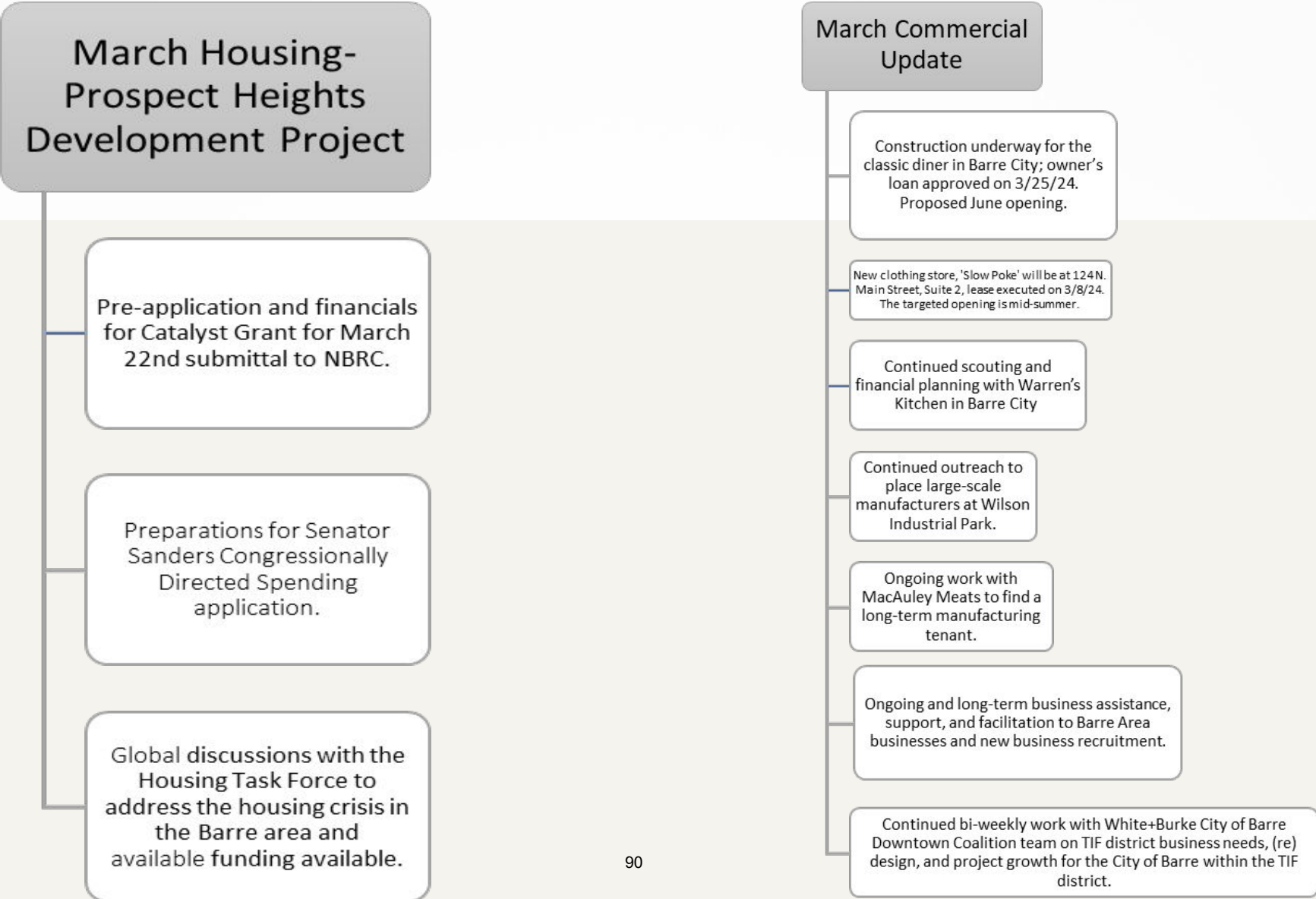
Outreach to place large-scale manufacturers at Wilson Industrial Park.

Work with MacAuley Meats to find a long-term manufacturing tenant.

Ongoing business assistance, support and facilitation to Barre Area businesses, and new business recruitment.

Continued bi-weekly work with White+Burke City of Barre Downtown Coalition team on TIF district business needs, (re) design, and project growth for the City of Barre within the TIF district

Housing and Business Development FY24 YTD: March



Housing and Business Development FY24 YTD: April

April Housing-Prospect Heights Development Project.

NBRC Catalyst Grant pre-application and grant application submitted, in addition to a Congressionally Directed Spending (CDS) Request with Senator Sanders. The City of Barre formally called out as an applicant on both.

BADC to provide project management support through the due diligence period to bring the project to fruition.

Continued discussions with the Housing Task Force to address the Barre area's housing crisis and discuss available funding.

April Commercial Update

The renovations for the classic diner, officially 'Tasty Bites Diner,' are well underway, with a proposed early June opening. Tasty Bites Diner will be located in the old Brazilian restaurant

The clothing store, officially 'Slow Poke Exchange', is targeting a July-August opening.

Warren's Kitchen restaurant is focusing on old Soups and Greens- awaiting terms from Pomerleau.

Scouting for Barre Social Club (co-working and events space) for purchase or lease.

Amy's Armoire is scouting for purchase downtown.

8000 sq ft Frito Lay warehouse is now complete at the Wilson Industrial Park.

Continued bi-weekly work with White+Burke City of Barre Downtown Coalition team on TIF district business needs, (re) design, and project growth for the City of Barre within the TIF district

1st Annual Economic Development Summit

The Central Vermont Economic Development Summit on May 3rd at the Vermont Granite Museum was a power-packed day which brought together local businesses, entrepreneurs, and economic development experts for a full day of information, workshops, exhibitors and speakers

- 15 exhibitors
- 8 workshop providers
- 3 speakers
- over 75 attendees





Social Media Key Performance Indicators (KPI's)

Social Media FY24 YTD

Performance i

Followers: 1,946

Last 90 days

Reach

28,066 +17%

from previous 90 days

Content published

22 -4%

from previous 90 days

Engagement

10,759 -10%

from previous 90 days

Net followers

65 -50%

from previous 90 days

Insights

Apr 12 - May 11

Accounts reached

516
-11.5% >

Accounts engaged

57
-27.8% >






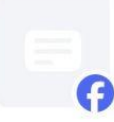
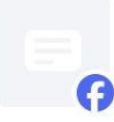
Total followers

574
+3.4% >

Content you shared

5 >

Social Media Highlights

 <p>BADC is so pleased to announce the line-up of works...</p> <p>Barre Area Development, Inc.</p>	Boost	Wed Apr 24, 9:54am	1.5K Reach	17 Reactions
 <p>The 1st Annual Central Vermont Economic Developm...</p> <p>Barre Area Development, Inc.</p>	Boost	Tue May 7, 4:36pm	963 Reach	17 Reactions
 <p>Massive Dimension, a leading technology firm in the ...</p> <p>Barre Area Development, Inc.</p>	Boost	Wed May 1, 2:33pm	921 Reach	11 Reactions
 <p>Friday, May 3rd at the Vermont Granite Museum, the ...</p> <p>Barre Area Development, Inc.</p>	Boost	Wed May 1, 6:09pm	864 Reach	10 Reactions
 <p>BADC is working to help the Central Vermont Career ...</p> <p>Barre Area Development, Inc.</p>	Boost	Thu Apr 18, 12:49pm	795 Reach	23 Reactions
 <p>We are looking forward to Tasty Bites op...</p> <p>Barre Area Development, Inc.</p>	Boost unavailable	Sat May 11, 8:10am	585 Reach	22 Reactions
 <p>This is great news for the Barre area! We ...</p> <p>Barre Area Development, Inc.</p>	Boost unavailable	Tue Apr 23, 1:14pm	535 Reach	19 Reactions

Conversion to 501(c)3 & Personnel ~ Recruitment

Conversion to 501(c) 3

Process to convert to a 501(c) 3 now complete with attorneys with all required organizational documentation filed/pending with the Internal Revenue Service.

Personnel Growth & Recruitment

Recruitment of Marketing Administration Manager to assist with growth and execution of 3-5 Year Strategic Plan

Will assist with administrative and financial tasks, database management, budgets for projects, data and metrics, and all marketing related duties including creation and implementation of overall marketing strategy, and serving as a representative to BADC for all stakeholders in the communities.

Summer Intern

Recruited Summer Intern, Jasmin Sackey, from Norwich University who began on May 9th to assist with Commercial Database and Metrics Tracking



Q & A



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 5/21/2024

Agenda Item No. 8-D

AGENDA ITEM DESCRIPTION: Assign Council liaisons to committees

SUBMITTING DEPARTMENT/PERSON: The Manager

STAFF RECCOMENDATION: Make appointments of Councilors as liaisons to committees

BACKGROUND INFORMATION:

The City Council has created 8 non-mandatory public bodies. Volunteers are appointed to these committees and they are staffed by City employees. Only one committee, the Police Advisory Committee, has an assigned Council liaison (Councilor Waszazak).

In April 2024, the City of Barre started the application and re-application process for seats with expiring terms. With few exceptions, the interest level was low. Below is a result of the application process so far:

- **Buildings & Facilities Committee** – All incumbents reapplied and 2 new applicants for one vacant seat
- **Cow Pasture Stewardship Committee** – 2 incumbents **DID NOT** apply and no new applicants
- **Cemeteries Committee** – 1 incumbent **DID NOT** apply and 2 new applicants for 3 vacancies
- **Justice, Equity, Diversity, Inclusion & Belonging Committee** - 1 incumbent **DID NOT** apply and no student applicants
- **Homelessness Task Force** – 3 incumbents **DID NOT** apply and no new applicants
- **Police Advisory Committee** - 1 incumbent **DID NOT** apply and no new applicants
- **Parks & Rec Committee** -3 incumbents **DID NOT** apply and no new applicants
- **Transportation & Public Works Committee** - 3 incumbents **DID NOT** apply and no new applicants

City staff has extended the application deadline and advertised open seats on the website, social media, and in the *Times Argus*. Unless additional applicants come forward, these results would mean that the Parks & Rec and Transportation & Public Works Committees would not be able to meet for lack of a quorum.

One option that prior Councils have discussed to make the committee experience more rewarding is to assign Council liaisons to these bodies. Such an appointment would give Councilors a direct view into the actions of committees, and connect the work of the committees more directly with Council priorities.

Staff recommends that Council appoint liaisons to attempt to rejuvenate City committees, and perhaps encourage new volunteers to step forward into these vacant roles.

RECOMMENDED ACTION/MOTION:

Move to appoint Councilor _____ to the _____ Committee/Task Force.



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 05-21-2024**

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

AGENDA ITEM DESCRIPTION: *Resolution #2024-08: Financial authorization of Cheryl Metivier, Barre City Clerk/Treasurer*

SUBJECT: *Same*

SUBMITTING DEPARTMENT/PERSON: *Manager*

STAFF RECOMMENDATION: *Approve resolution*

STRATEGIC OUTCOME/PRIOR ACTION: *Not applicable*

EXPENDITURE REQUIRED: *None.*

FUNDING SOURCE(S): *Not applicable.*

LEGAL AUTHORITY/REQUIREMENTS:

BARRE CITY CHARTER, Chapter 3. Sec. 307. {Powers of City; policy matters; appointment of certain officers.}

All powers of the City and the determination of all matters of policy shall be vested in the City Council except as otherwise provided by this act or by general law.

BACKGROUND/SUPPLEMENTAL INFORMATION:

Most banks, investment firms, and other financial institutions require a corporate resolution authorizing an individual or individuals to make financial management decisions and actions on behalf of the account holder. While the elected treasurer has the authority to control municipal funds, they do not have the authority to open and close accounts without the attached resolution. Adoption of the resolution will allow Clerk/Treasurer Metivier to work with former Clerk/Treasurer Dawes to transfer authorizations and signatures for all banking and investment accounts, and allow Clerk/Treasurer Metivier to perform such necessary duties on behalf of the City in the future.

LINK(S): *Not applicable*

ATTACHMENTS: *Resolution #2024-08*

INTERESTED/AFFECTED PARTIES: *Council, Manager, Clerk/Treasurer, City financial and investment institutions*

RECOMMENDED ACTION/MOTION: *Approval of resolution #2024-08*

RESOLUTION 2024-08

Financial Authorization of Cheryl Metivier, Barre City Clerk and Treasurer

WHEREAS; This resolution shall effect any and all financial institutions designated as depositories for the funds of the City of Barre and providers of other financial accommodations indicated in this resolution; and

WHEREAS; This resolution shall continue to have effect until express written notice of its rescission or medication has been received and recorded by said financial institutions. Any and all prior resolutions adopted by the City of Barre and certified to said financial institutions as governing the operation of the City of Barre’s account(s) are in full force and effect until said financial institutions receive and acknowledge an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to said financial institutions, establishing the authority for the changes; and

WHEREAS; The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the City of Barre. Any Agent, so long as they act in a representative capacity as agents of the City of Barre, is authorize to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with said financial institutions, subject to any restrictions or this resolution or otherwise agreed to in writing; and

WHEREAS; All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Barre with said financial institutions prior to the adoption of this resolution are hereby ratified, approved and confirmed; and

WHEREAS; The City of Barre agrees to the terms and conditions of any account agreement, property opened by any Agent of the City of Barre. The City of Barre authorizes said financial institutions, at any time, to charge the City of Barre for all checks, drafts, or other orders, for the payment of money, that are drawn on said financial institutions, so long as they contain the required number of signatures for this purpose; and

WHEREAS; The City of Barre acknowledges and agrees that said financial institutions may furnish at their discretion automated access devices to the Agent(s) of the City of Barre to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term “automated access device” includes, but is not limited to, credit cards, automated teller machines (ATA), and debit cards; and

WHEREAS; The City of Barre acknowledges and agrees that said financial institutions may rely on alternative signature and verification codes issues to or obtained from the Agent named on this resolution. The term “alternative signature and verification codes” includes, but is not limited to, facsimile signatures on file with said financial institutions, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the City of Barre with said financial institutions from time to time) said financial institutions are authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The City of Barre authorizes each Agent to have custody of the City of Barre’s private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. Said financial institutions shall have no responsibility or liability for unauthorized use of alternative signatures and verification codes unless otherwise agreed to in writing.

NO THEREFORE BE IT RESOLVED

That we, the undersigned members of the Barre City Council, do hereby name Barre City Clerk and Treasurer Cheryl Metivier as the City of Barre Agent, with the rights, duties and responsibilities so outlined in this Resolution.

LET IT BE FURTHER RESOLVED

That a copy of this Resolution is to be presented to any and all financial institutions designated as depositories for the funds of the City of Barre and providers of other financial accommodations indicated in this resolution, and a copy will be placed on file in the permanent records of the City of Barre.

RESOLVED BY ORDER OF THE BARRE CITY COUNCIL THIS 21st DAY OF MAY, 2024

Thomas J. Lauzon, Mayor

Cheryl Metivier, City Clerk and Treasurer

City Councilors

Emel Cambel

Michael Deering III

Amanda Gustin

Sonya Spaulding

Samn Stockwell

Edward Waszazak