

REGULAR COUNCIL MEETING

Tuesday, July 2, 2024 6:00pm

<https://us06web.zoom.us/j/88982525535?pwd=VzIXOU5taldoYkgvSUdTcldqSUVGQT09>

Meeting ID: 889 8252 5535 Passcode: 675736

One tap mobile 929-205-6099

Page	Agenda Item
	1. Call to Order – 6:00PM
	2. Adjustments to the Agenda
	3. Visitors & Communications
	4. Consent Agenda
4 9	A. Approval of Minutes i. Regular City Council Meeting of Tuesday June 25, 2024 ii. Special City Council Meeting of Thursday June 27, 2024
10 16 18 19	B. Clerk’s Office Licenses & Permits C. Authorize the Manager to execute contract(s) D. Ratify Council’s 6/25/24 approval of a \$108,000 contract with Ixom for water mixers E. Authorize a quitclaim deed to merge City-owned lots with the Cow Pasture F. Set 2024 tax due dates G. Approve 2024-25 Council appointments
	4-a. Approve City Warrants from Week of July 3, 2024
	5. City Clerk & Treasurer Report
	6. Liquor/Cannabis Control Boards
	7. City Manager’s Report
	8. New Business
22 24 25	A. Approve ARPA-funded revolving loan fund/trust B. Approve Downstreet’s request for City approval to access DCF funding for Quality Inn project C. Public Hearing Warned 7:00PM: Closeout of the VCDP Implementation Grant 07110-IG-2020- Barre C-51 Barre Recovery Residence (Downstreet Housing)
	9. Upcoming Business
	10. Round Table
	11. Executive Session – as needed
	12. Adjourn

The next regular meeting of the City Council is scheduled for Tuesday, July 16, 2024.

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

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



City of Barre, Vermont

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Barre, VT 05641
www.barrecity.org

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

MEMO

TO: City Council
FROM: The Manager
DATE: 6/28/2024
SUBJECT: Packet Memo re: 7/2/2024 Council Meeting Agenda Items

Councilors:

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

4-C Contract(s) for approval

While there are no contracts that require the Council's approval anticipated for this week's Council meeting, I will begin to include this agenda item as a standard placeholder since contract's regularly come through my office and having an approval warned will allow us to continue to keep projects moving forward.

4-D Ratify Council's 6/25/2024 approval of a \$108,000 contract with Ixom for water mixers

At last week's Council meeting, I requested an adjustment to the agenda for approval of a contract to purchase water mixers for the West Hill Tank. This purchase is to implement a recommendation from the Agency of Natural Resources for best practice in water treatment. The mixers will also save staff time, as currently Water Treatment Plant operators are required to inject chemicals due to the lack of the mixer.

8-A Approve ARPA-funded revolving loan fund/trust

Following Council direction, Tess Taylor and the Housing Task Force have been working with Downstreet on the construct of a revolving loan fund/trust. The packet includes proposed parameters for discussion and approval.

8-B Approve Downstreet's request for City approval to access DCF funding for Quality Inn project

Downstreet will be present to discuss a project at the Quality Inn. The packet includes a brief description of the project, which explains that Barre City approval is required for Downstreet to access state funding for their project.

**Regular Meeting of the Barre City Council
Held June 25, 2024
Council Chambers-Barre City Hall**

The Regular Meeting of the Barre City Council was called to order in person and via video platform by Mayor Thomas Lauzon at 6:00 PM in the Council Chambers at City Hall, Barre, Vermont. In attendance were: From Ward I, Councilor Sonya Spaulding; from Ward II, Councilor Amanda Gustin (via remote) and Teddy Waszazak; and from Ward III, Councilors Michael Deering and Samn Stockwell .City staff members present were City Manager Nicolas Storrellicastro, and Clerk/Treasurer Cheryl Metivier.

Absent: Councilor Emel Cambel

Adjustments to the Agenda: Request ratification of IXON water care purchase for next week’s agenda.

Visitors & Communications: none

Approval of Consent Agenda:

- A. Approval of Minutes:
 - i. Regular meeting of June 17th, 2024.

- B. Clerk’s Office Licenses and Permits;

O/C consumption expansion for Pearl St. Pizza. Bring serving area to include table out front, roped off by barrels and rope.

The Church of Good Sheppard is holding an event in Currier Park to commemorate the year earmark for the July 2023 flood. Offering hope and help.

- C. Ratification appointment of Joshua Piascik to the Parks & Rec Committee

- D. Authorize the Manager to execute contract(s);

Service = Drainage improvements

Vendor = Lajeunesse Construction

Cost/Funding = \$52692.00 (FEMA hazard mitigation project as part of City Hall restoration).

Repairing drainage that contributed to the damage at City Hall as a result of the July 2023 flood. (DR-4720).

Moved for approval by Councilor Deering, seconded by Councilor Spaulding. Approved

- 4-a. Approval of Warrants from Week of June 26th, 2024

AP Check Register dated 06/26/2024	\$338,237.93
Payroll dated 06/26/24	\$154,560.19

**Moved for approval by Councilor Stockwell, seconded by Councilor Waszazak. –Approved
(Councilor Spaulding Abstained)**

City Clerk & Treasurer Report –

August 13th Primary ballots have been delivered. Absentee requests will be mailed this week.

Each voter will receive (3) ballots including, Democratic, Republican and Progressive.

You are instructed to vote (1) ballot and place that voted ballot in the “voted ballot” envelope, please sign this envelope.

The (2) unmarked ballots are to be placed in the separate “un-voted ballots” envelope.

Place both the “voted” envelope and the “un-voted” envelope in your return envelope.

Return to the clerk’s office via the (2) drop boxes (front door or back drive-up).

Liquor Control Board/Cannabis Control Board – None

City Manager’s Report –

Manager Storellicastro reported on the following:

The TIF Spring Monitoring went well. Things are moving in an exciting direction, but not ready for council approval.

Paving projects are on schedule and going smoothly. Upper Merchant St (Hope Cemetery end) is nearly complete and upcoming are Brook St., Merchants Row and lower Merchant St.

HVAC in City Hall is complete.

The City’s hydrant cooling events were a huge success, bring staff and the community kids and adults out to play together!

The Barre City pool opened on Saturday, June 22, fully staffed! There are (9) lifeguards on staff for the safety of children and adults alike.

New Business –

A) Draft-Flood Resiliency Plan (Councilors Gustin & Waszazak)

Councilors introduced an outline under (3) guidance principles;

Barre City seeks to center the perspectives and experiences of its residents in a collaborative planning process toward a more flood-resilient future. (Listen to residents)

Barre City will work with local, statewide, and federal partners to leverage funding, collaboration, and creative solutions.

Barre City will emphasize an understanding of climate, watershed, and natural resources in its planning. (Let nature do what it does with the least impact).



Barre Flood
Resiliency Plan-DRA

Outlining the progress the city has made in connection to flood recovery, mitigation and clean-up. Including;

Grant opportunities; VEM \$90 million grant-for buyouts, structural elevation, dam removal, infrastructure projects, flood proofing residential and commercial properties, culverts, bridges, road relocation, soil stabilization.

Application due by 11:59 pm on August 16th.

EPA Community Change -\$2 billion for partnership between (2) communities based on non-profit organizations.

Applications will be accepted on a rolling basis until November 21, 2024.

Data gathering forums;

Barre Up takeaways;

- Housing - Address short-term housing needs for flood affected families; support rebuilding/renovating flood affected housing; support long-term new housing development
- Social and Community Wellbeing - Support community connections; creation of a recovery resource hub; improve the image of Barre City in the rebuilding
- Infrastructure and Planning - Focus on City, regional, and statewide flood/hazard assessments and planning; Identify and implement City infrastructure improvements to support flood resiliency; Deeper and more inclusive emergency services planning and communication; Advance river corridor and watershed mitigation and restoration plans

City/State neighborhood meetings takeaways;

- Housing priorities:
 - Mixed use developments with nearby services, housing for those navigating buyouts, development of vacant lots/infill in downtown, financial support for repairs to damaged homes
- Resiliency priorities:
 - Fix the low bridges, remove the trestle, upsize culverts, remove defunct/unnecessary dams, work with regional and state partners to take a macro look at the Watershed (what our neighbors upriver do affect us, as what we do affects those downriver, etc.

Other opportunities;

Gain clear understanding of city wide water flow, based on recent trends.

Culvert identification and upsizing, analyzing all culverts across the city for capacity relative to expected flow to ensure they remain clear during flood events.

Continued outreach around infill development and downtown vacancies.

Citizen-led neighborhood flood knowledge

Resident education, the City can lead workshops and informational gatherings to educate residents about small flood mitigation improvements to their own properties in keeping with good storm water planning and water flow.

B) Project Management Capacity (Manager)

Manager Storrellicastro explain the capacity challenge isn't that we are missing the right people to do the work, we are missing staff to take some workload off of the existing competent staff, so those who are qualified may apply their skill sets to the more detailed and complex issues at the forefront.



Staff Capacity.pdf

Upcoming Business –

Next Council meeting is July 2nd, 2024.

Approve ARPA-funded revolving loan fund/trust.

Approve Downstreet's request for City approval to access DCF funding for Quality Inn project.

Public Hearing Warned 7:00PM: Closeout of the VCDP Implementation Grant 07110-IG-2020- Barre C-51 Barre Recovery Residence (Downstreet Housing)

Round Table –

Councilor Spaulding- Was moved by the support, gratitude and the intake of the community diversity as she stood out on the corner of Main St and Seminary St for 6hrs to show support and lend a reminder to the community the importance of casting a vote.

Supports the Vermont Food Bank

Councilor Deering-Echoed how great the "Fire Hydrant" cool down event was, and how it brought out the child in everyone!

Councilor Gustin- Reminder that COVID is still spreading in this community and to please test when you are not well. Please take measures to avoid infecting others by staying home. Please test!

The Council and Mayor announce the need for executive session.

Councilor Stockwell moved and Councilor Deering seconded. Approved

Councilor Stockwell moved to go into executive session and Councilor Deering seconded. Approved

Public Broadcast ended 7:40pm

Councilor Stockwell moved to exit Executive Session, seconded by Councilor Deering. Motion carried unanimously.

Councilor Deering moved to adjourn the meeting, seconded by Councilor Stockwell. Motion carried unanimously.

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

Respectfully submitted,

Cheryl A. Metivier, City Clerk

**Special Meeting of the Barre City Council
Held June 27, 2024
Via - ZOOM**

The Special Meeting of the Barre City Council was called to order via video platform by Mayor Thomas Lauzon at 4:00 PM. In attendance were: From Ward I, Councilor Emel Cambel; from Ward II, Councilor Amanda Gustin and Teddy Waszazak; and from Ward III, Councilors Michael Deering. City staff members present were City Manager Nicolas Storellicastro, and Clerk/Treasurer Cheryl Metivier.

Absent: Councilor Sonya Spaulding and Councilor Samn Stockwell

Adjustments to the Agenda: none

Visitors & Communications: none

Liquor Control Board/Cannabis Control Board –

FOR APPROVAL 06/27 /24

License holder	1st class license app received	2nd class license app received	3rd class license app received	outside consumption permit app received	tobacco app received	tobacco substitute app received	local payment received	notes
Cornerstone Burger Inc.	yes		n/a					
Dollar General (North) #30489		x			x	x		
Dollar General (South) #11046		x			x	x		
Elks Lodge	x		x					
Morse Block Deli	x							
Pearl St. Pizza	yes	yes						
Reynolds House	x		x	x				
Spencer's Discount		yes						

Council approved all liquor license renewals on the condition that the local fees would have to be paid in full, by Friday, June 28th at 4:30 p.m., and if only then will the application be released back to DLL to be processed.

Moved by Councilor Gusting, seconded by Councilor Waszazak. Approved

Motion to adjourn at 4:19 pm moved by Councilor Cambel, seconded by Councilor Gustin. Approved

Respectfully submitted,

Cheryl A. Metivier, City Clerk



Purchase Quotation: Potable Water Circulation Equipment for the Barre West Hill Reservoir

Date: June 10, 2024

Proposal Expiration Date: September 8, 2024

Project #: 71660

To: Brian Baker, Director of Public Works
City of Barre VT Public Works Department
6 No Main St; Suite 1, Barre, VT 05641

~~swelch@dufresnegroup.com • 802-748-8605~~ pwdirector@barrecity.org (802) 595-1400

From: Mike Sullivan, Carlsen Systems, IXOM local representative, West Hartford, CT
msullivan@carlensystems.com • 508-878-1016

William Hotaling, IXOM Regional Manager, Waterford NY
william.hotaling@ixom.com • 518-424-5617

Kellee Martin, IXOM Sales and Service Dept., Dickinson, ND
kellee.martin@ixom.com • 866-437-8076

Location Information

Tank Name: Barre West Hill Reservoir

GPS: 44.280054°, -72.591741°

Tank Volume: 350,000 Gallons (Two (2) 175,000 Cells)

Tank Height (ft): 81'

Tank Style: Ground Storage

Hatch Size (in) REQUIRED: 18" Diameter

Customer Objectives

The objective is to provide thorough mixing of the reservoir to reduce water age, stagnation, stratification, short circuiting, and cold-climate ice buildup. Thorough mixing not only improves water quality, it also allows for representative sampling of the tank water, and disinfectant boosting if ever needed.

NOTE: For optimal ice prevention, we recommend a daily turnover of at least 15 to 20% of the tank's volume.

IXOM Watercare Inc. Equipment Recommendation

To meet the above objectives for the Barre West Hill Reservoir, we recommend the placement of two (2) SB500PWc v20 mixers. The minimum hatch size for this placement is 18" diameter with unobstructed clearance.

Performance Guarantee: These mixers will completely mix the subject tank. In continuous operation, (1) at least once per 24 hours all water temperatures within the tank shall converge to within 0.8 degrees C, and (2) at least once per 72 hours all chlorine concentrations within the tank shall converge to within 0.18 mg/l.

Equipment Cost - SB Series Solar Mixers

PN	Qty	Equipment Description	Purchase Cost Total
101247	2	SB500PWc v20 Solar-Powered Mixers with fluid intake injection assembly, brushless motor, battery power system, and digital control system with six SCADA outputs	Included
101805	4	PW Hose Assemblies, 6" X 40', Includes Clamps & Chain	Included
102055	2	Low Profile Stands - Triple PV Assemblies	Included
102050	2	Potable Water Dual Tether Anchor Kits	Included
10014018	364'	SS tether cable (priced per foot)	Included
Equipment Subtotal:			\$72,516
Applicable Taxes:			-to be determined -
Factory Delivery, Placement with On-Site Training:			\$33,903
Equipment and Factory Delivery, Placement Total Cost:			\$106,419

Proposal Expiration: This proposal expires in 90 days, or on the date of any new proposal for this project, whichever is sooner.

Equipment Delivery Time: Delivery time varies depending on delivery method selected. Equipment shipments are typically dispatched from our warehouse 3-6 weeks from order date, while factory delivery and placement usually takes 8-12 weeks after receiving the signed scheduling letter and an approved submittal when a submittal is required.

Warranty: IXOM has the best parts and labor warranties that we are aware of in the industry. The details of the warranty which applies to this project are either attached to this document or are available at:

<https://www.ixomwatercare.com/warranty>

Options for SB Series Solar & GF Series Electric Mixers		
SCADA Outputs	All SB v20 models come standard with a SCADA brain-board with six outputs. GF models come standard with a SCADA brain-board with four outputs. <i>(For on-site communication options please request accessories list.)</i>	
LED RPM Indicator	Recommended when SCADA is not available. An electronic pulsing monitor is added to the digital controller and a flashing green LED beacon is located outside of the tank. The LED indicates the SolarBee impeller rotational speed, and the beacon can be directionally targeted for ground level viewing.	\$1,334 per mixer

Options for all Mixers

<p>CFD Modeling</p>	<p>Our standard analysis will include the following sections:</p> <ul style="list-style-type: none"> • Velocity vectors and contour plot at different cross-sections • Average flow induced throughout the tank • The corresponding average turnover of the tank (in hours) • The corresponding average power consumption of the mixer <p><i>Additional charges may apply if your projects require items beyond the scope outlined above.</i></p>	<p>\$1,800 per model</p>
<p>ResidualHQ Disinfectant Control System</p>	<p>Designed for continuous monitoring and management of disinfectant residual levels. Limited maintenance, simple single-point calibration. Water Quality Monitoring includes continuous monitoring and logging of Total and Free Chlorine residual concentrations utilizing two reagent-free, low- maintenance, amperometric membrane sensors. Feed Capabilities include feed rates for bulk disinfectant chemicals. Unit produces and delivers chlorine, ammonia, and chloramine containing solutions. Adjustable concentrations and ratios. Automated and manual feed operations. Redundant flow verification. Configurable volume and frequency limits. SCADA includes control system accessed via 7" color touch- screen and tactile buttons, or remotely through Modbus protocols (RTU or TCP/IP). Digital outputs available for additional status monitoring. Data logs for various historical actions and parameters.</p> <p>Please click here for more details: https://www.ixomwatercare.com</p>	
<p>THM Removal System</p>	<p>Effective and economical spray nozzle system that works in conjunction with a GridBee / SolarBee mixer to strip TTHM from potable water storage tanks and clearwells.</p> <p>Please click here for more details: https://www.ixomwatercare.com</p>	
<p>IXOM Service Program</p>	<p>This program is specialty coverage which includes the utilization of Factory Crews to service and maintain proprietary designed equipment.</p> <p>Please click here for more details: https://www.ixomwatercare.com</p>	

General Terms & Conditions of Sale

These terms and conditions (collectively, "Terms and Conditions") govern all sales of products, equipment, and services (collectively, "Goods") agreed to be supplied by IXOM Watercare Inc ("Seller") to any person to whom any quotation is made or who is offering to contract with the Seller ("Buyer"). The Terms and Conditions are incorporated into any order, offer, arrangement or understanding between the Seller and the Buyer (including pursuant to a quotation or letter of offer accepted by the Buyer) as well as any quotation or invoice or any other document to which they are attached (individually and collectively "Order"). All purchases by Buyer are expressly limited and conditioned upon acceptance of the Terms and Conditions and without limiting any other mode of acceptance, Buyer's acceptance of the Goods manifests Buyer's assent to the Terms and Conditions and the credit terms offered by Seller. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer's purchase order, acknowledgement, confirmation, writing or in any prior or later communication from Buyer to Seller, unless Seller expressly agrees to such provision in a written amendment signed by Seller. An Order together with these Terms and Conditions are herein referred to as "Contract".

1. Prices; Taxes; Payment Terms; Default: (a) Prices for Goods and any adjustments to such prices shall be determined in accordance with Seller's final pricing letter or offer forming part of the Contract which has been accepted by Buyer ("Price").

(b) Prices do not include any sales, use, excise, privilege, or other taxes or assessments imposed on the Goods sold hereunder and unless Buyer provides proof of exemption satisfactory to Seller, such may be added to the price of the Goods.

(c) Subject to Section 1(e) and unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Payments not received when due shall incur service charges at the rate of 1.5% per month (18% per annum) until paid, compounded on a daily basis.

(d) If any of the events set out in this Section 1(d) (i) through (v) below occur, Seller reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Buyer shall be liable for all costs and expenses incurred by Seller in collecting any overdue amounts, including without limitation reasonable attorneys' fees.

(i) Buyer defaults in any payments or is unable or states that it is unable to pay its debts as and when they fall due.

(ii) Buyer commits an act of bankruptcy, files a voluntary petition in bankruptcy or has filed against it an involuntary petition in bankruptcy or has a trustee, receiver, liquidator, custodian, conservator, manager, controller or voluntary administrator appointed in respect of Buyer's estate or any part of Buyer's property or assets.

(iii) Buyer passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it.

(iv) Buyer makes an assignment for the benefit of its creditors.

(v) Buyer experiences any analogous event having substantially similar effect to any of the events listed above.

(e) Notwithstanding Section 1(a), Seller may at any time in its sole and unfettered discretion and without being under any duty or obligation to assign reasons, review, alter or terminate Buyer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Seller shall be final and Seller accepts no liability or responsibility for any loss, howsoever arising, incurred by Buyer due to the operation of this condition.

2. Service Delivery & Responsibility to Purchase: (a) Unless agreed otherwise in writing, all shipments are F.C.A. Seller's or its sub-contractor's warehouse. Shipping dates are estimates only and are subject to Seller's lead time policy. Seller shall make all reasonable efforts to have Goods delivered to Buyer on or about the date or within the time frame of the Order but Seller shall not be liable for any failure or delay in delivery for any reason. Buyer is responsible for disposing of all non-returnable containers and shipping materials.

(b) Purchase orders issued by Buyer and placed with Seller are irrevocable and Buyer is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Seller pursuant to such purchase order. If Seller does not receive forwarding instructions sufficient to enable it to dispatch Goods within fourteen (14) days after notice to Buyer that such Goods are ready, Buyer shall be deemed to have taken delivery from such date and shall be obliged to pay reasonable storage charges payable on demand. Unless otherwise agreed upon by the parties in writing, if Buyer does not accept delivery or collect Goods from Seller when made available at the agreed delivery point in accordance with the Contract, Buyer also will pay Seller for SLC-7548174-2 storage costs and reimburse Seller for any demurrage, transport or futile delivery costs incurred by Seller.

3. Title; Risk of Loss or Damage: Title to and risk of loss of the Goods shall pass to Buyer upon delivery to the carrier at point of shipment.

4. Inspection; Acceptance: Buyer shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Seller's standard sales specifications or the specifications contained in or referenced in the Contract. All claims for damage or shortage of Goods shall be deemed waived unless made in writing and received by Seller within 30 days of delivery of the Goods. If Buyer finds that any of the Goods do not comply with the specifications, Buyer may, at its option,

reject that portion of the Goods that fail to comply by providing Seller with a notice made in writing and received by the Seller within 30 days of delivery of the Goods. Failure to timely deliver written notice of any such claim or rejection of the Goods within the warranty period specified in this clause 4 shall be deemed an absolute and unconditional waiver of such claim for damage or shortage or a right to reject such Goods and all claims related there to and shall constitute an unqualified acceptance of such Goods, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether use or application of the Goods shall have then taken place.

5. Returns: Returned Goods shall not be accepted unless Buyer obtains prior written approval and transportation instructions from Seller. All Goods returned to Seller must be in full containers or cases, unopened and in the same condition as when delivered. If a return is approved by Seller, Goods may be returned for exchange or credit only. Seller shall give no cash refunds for returned Goods. Approved returned Goods are subject to a restocking charge of 15% of the invoiced value of such Goods and Buyer shall pay all transportation charges.

6. Limited Warranty: (a) Subject to Section 6(e) and Section 7 below, Seller warrants title and that the Goods shall conform to Seller's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Order. Equipment components not manufactured by Seller which are incorporated in the Goods may, if specified elsewhere in the Contract, be subject only to warranties of Seller's vendors and Seller hereby assigns to Buyer all such rights in such vendor's warranties and will provide reasonable assistance in enforcing such rights.

(b) Buyer is solely responsible for determining that the Goods and their specification and scope are appropriate for Buyer's intended use. Any advice or recommendations by Seller with respect to the Goods or the use of the Goods are provided in good faith based on tests or experience believed to be reliable, but such advice or recommendations are not warranted. Buyer agrees that it is responsible for ensuring that Goods that comply with the warranties in Section 6(a) are fit and suitable for its purposes, requirements, processes, plant and equipment.

(c) To the maximum extent permitted by law, Seller makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade or otherwise, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, substances processes or materials or services.

(d) In the event the exclusion of some or all of such warranties under section 6(c) for certain goods subject to this contract would be illegal, any additional warranty would be limited to the warranty required by applicable law and to the extent permitted by such law, would be subject to section 6(e) and section 7, and is conditioned upon use in accordance with label directions under normal conditions reasonably foreseeable to seller with buyer assuming the risk of any use contrary to label directions, under abnormal conditions or under conditions not reasonably foreseeable to seller.

(e) Seller's sole liability and Buyer's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Seller fails to perform such repair necessitate by a breach of warranty, and such liability and remedy re exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Buyer agrees that the return of the amount paid by buyer to seller for the purchase of the goods which fail to conform with the warranties set forth in section 5.7 shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose.

7. Limitation of Liability: (a) The liability of Seller and its affiliates to Buyer under and in connection with the Contract is limited to the price allocable to the Goods giving rise to the claim and in no event shall the cumulative liability of Seller howsoever arising, whether under warranty, contract, tort, negligence, strict liability, indemnification, defense or any other cause or combination of causes whatsoever, exceed the total

payments received from Buyer under the Contract in connection with the Goods.

(b) To the extent permitted by law and notwithstanding any provision to the contrary in the contract, Seller shall not be liable for special, indirect, incidental, or consequential damages, including without limitation, and loss of profits. Loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, whether arising under warranty, contract; negligence (including negligent misrepresentation) or other tort, strict liability, breach of statute, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise.

8. Safe Storage Handling & Use; Assumption of Risk; Indemnification:

Buyer acknowledges that it is familiar with the risks associated with the storage, handling and use of Goods and any waste resulting therefrom. Accordingly and notwithstanding anything to the contrary set forth in the Contract, Buyer covenants and warrants and shall ensure that (i) that it and its employees, agents, carriers and customers are familiar with and adhere to all necessary and appropriate precautions and safety measures to safely store, handle or use the Goods; (ii) it and its employees, agents, carriers and customers shall comply with all applicable Laws, including without limitation, environmental laws and regulations pertaining to the storage, handling and use of Goods; (iii) shall obtain and comply with all required permits and licenses. Seller takes no responsibility for, and Buyer assumes all risks associated with waste characterization, regulatory status and chemical composition of any product, process, material, waste or substance into which the Goods are incorporated or applied. Without limiting the foregoing, Buyer shall further ensure that all storage tanks, vessels, and pipes, hoses and valves and other components used by Buyer or its employees, agents, carriers and customers to store, handle and transfer Goods which are bulk chemicals are properly installed and maintained to prevent injury, death or loss of containment during storage, handling and transfer of such Goods. If Buyer resells or distributes Goods to third parties, Buyer assumes responsibility for ensuring that it provides detailed instructions to such third parties regarding safe storage, handling and use of those Goods and any Storage Items or packaging in which such Goods are stored. To the maximum extent allowed by law, Buyer assumes all risks and liability whatsoever for all injuries, losses and damages to persons or property or otherwise and shall indemnify, defend and hold harmless Seller and Seller's employees and agents against all claims, damages, losses, costs, liabilities, and other expenses (including investigation and attorneys' fees) that Seller incurs or may be obligated to pay as a result of (i) Buyer's, its employees', agents', carriers' or customers' handling, possession, further processing, storage, use treatment, transportation, disposal, sale or other use or disposition of the Goods, whether used alone or in combination with other products, materials, substances or wastes, (ii) Buyer's, its employees', agents', carriers' or customers' violation or alleged violation of any Law, or (iii) Buyer's breach of any of its obligations set forth herein.

9. Force Majeure: Shipments or deliveries may be totally or partially suspended or delayed by Seller during any period in which the Seller may be prevented or hindered from manufacture, delivery, or supply through any circumstances outside Seller's reasonable control or where such manufacture, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Seller's reasonable control shall include, without limitation, strikes, lockouts or other labor difficulty; acts of carriers; acts of God; acts of civil or military authorities; acts or omissions of Buyer; war; riot; fire; explosion; acts of terrorism; flood; any inability to obtain or lack of any necessary or adequate materials, inputs, fuel, power, labor, equipment, containers, facilities or services on usual terms; power or water shortage; accidents or breakdowns or failures of plant or machinery or apparatus; delays, congestions or blockages at sea ports or transport depots or software, hardware or communication network; changes in applicable Laws; or any other event, whether or not enumerated herein, beyond the reasonable control of Seller that makes impractical the manufacture, transportation or shipment of the Goods or of a material or other resource upon which the manufacture, transportation or shipment of the Goods depends. Seller shall not incur any liability to Buyer in respect of such suspension.

10. Intellectual Property: Seller is the sole and exclusive owner of the Intellectual Property in the Goods and processes incorporated in such Goods, and the rights attached to that Intellectual Property. Nothing herein grants to Buyer any right, title or interest in or to any of the Intellectual Property in the Goods. Buyer shall not claim to have acquired any right, title or interest to the Intellectual Property in the Goods by virtue of purchasing Goods sold hereunder. Buyer shall not deconstruct, reverse compile or reverse engineer the Goods in any way for the purpose of deciphering or replicating the chemical composition of the Goods. As used herein, "Intellectual Property" means any intellectual or industrial property right anywhere in the world including, without limitation, any patent, patent application, utility model, copyright (including copyright in manuals, databases, and promotional materials), registered design and other design rights, unpatented secrets and innovations, confidential information, and any other rights that may subsist anywhere in the world in improvements, inventions and other manufacturing processes or technical and other information of Seller. Buyer shall not resell, distribute or supply the Goods to any third party for any reason without Seller's prior written consent.

11. Confidentiality; Entire Agreement; Amendments; Changes to Terms & Conditions:

(a) All information that Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the Goods hereunder, concerning such Goods and/or proprietary processes involved, including information concerning Seller's current and future business plans, information relating to Seller's operations, know-how, and other.

Seller-furnished information shall be deemed Seller's "Proprietary Information". Buyer shall (a) hold Seller's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Seller's request, either promptly deliver to Seller all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of the Contract.

(b) The Contract constitutes the entire agreement of the parties with respect to the purchase and sale of Goods and supersedes and excludes all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods, including but not limited to, those relating to the performance of Goods or results that ought to be expected from using the Goods.

12. Governing Law: The rights and duties of the parties and any dispute regarding the sale of Goods covered hereby shall be resolved according to the laws of the state of Colorado, without regard to its conflicts of law provisions. Buyer hereby agrees to submit to the non-exclusive jurisdiction of the courts in the state of Colorado. Any controversy or claim arising out of or relating to the sale of Goods or the dealings between the parties shall be settled exclusively by arbitration in Denver, Colorado by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration rules then in effect, and judgment upon the award shall be entered in any court having jurisdiction thereof. The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief obtained.

13. Waiver: No failure to exercise nor any delay or omission in exercising any right, power or remedy by Seller operates as or constitutes a waiver. A single or partial exercise by Seller of any right, power or remedy does not preclude any other or further exercise by it of that or any other right, power or remedy. A waiver is not valid or binding on Seller unless made in writing. No failure by Seller to exercise, nor any delay or omission by Seller in exercising any right, power, or remedy nor any representation made, or conduct carried out by Seller under the Contract or in connection with the supply of Goods or any of them shall constitute or provide grounds for a common law or equitable estoppel.

14. Severance: If any provision of the Terms and Conditions or its application to any person or circumstances is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed void and severable and the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.

To Accept This Quotation

Please issue a purchase order to IXOM Watercare Inc, 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed to the address above, faxed to 866-662-5052, or emailed to the home office at orderprocessing@ixom.com. If you are tax exempt, please include your exemption certificate with your purchase order.

A. Ixom Watercare, Inc. is a Material Supplier of portable equipment. No contracting or construction work of any type is being offered or will be performed by Ixom Watercare, Inc. at the jobsite or at any Ixom Watercare, Inc. location or factory for this project.

1) To order the materials the purchaser should use the same type of purchase order as would be used to order other materials; for example, a desk or a forklift. Please do not order the equipment quoted here with a "contractor" or "subcontractor" agreement of any sort, because Ixom Watercare, Inc. is a material supplier.

2) The US Department of Labor defines a Material Supplier, such as Ixom Watercare, Inc. and its allowable activities. All activities by Ixom Watercare, Inc. factory personnel to transport, place and start up the Ixom Watercare, Inc. portable equipment are incidental to Ixom Watercare, Inc. being a Material Supplier, and Ixom Watercare, Inc. will not perform contracting or construction work of any type for this project.

This IXOM quotation should be attached to the purchase order, and the purchase order should refer to the IXOM quotation by date, and should accept the quotation in its entirety. Acceptable language on the purchase order would be "Quantity: 1. Description: "Equipment per the attached quotation from IXOM dated _____, including all terms shown on that quotation." If there is any language missing, or extra language in the purchase order such as a referral to specifications, then IXOM will not be able to accept the purchase order.

If a purchase orders is not utilized, please sign and date below, provide billing information, and fax to 866-662-5052 or email to orderprocessing@ixom.com.

Go to www.ixomwatercare.com/subscribe to sign up for periodic email updates & information including videos, case studies, and other valuable content from Ixom Watercare!

Signing below acknowledges acceptance of this quotation. Please indicate which of the following options have been chosen.

Proposal Date: June 10, 2024

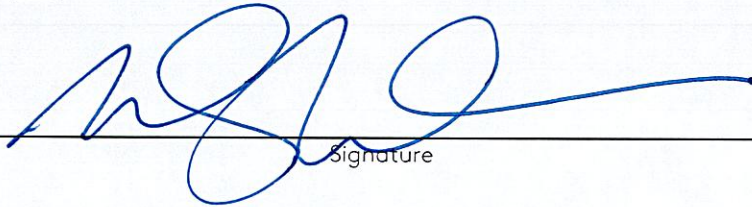
Proposal Expiration Date: September 8, 2024

Project #: 71660

Solar Mixer Purchase

Factory Delivery and Placement and Startup

Additional Equipment Options Added: LED RPM INDICATOR (\$1,334)



Signature

6/25/2024

Date

Nidas Stovell Castro

Printed Name

City Manager

Title



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA: 7/2/24**

Agenda Item No. 4-E

AGENDA ITEM DESCRIPTION: Authorize a quitclaim deed to merge City-owned with the Cow Pasture

SUBMITTING DEPARTMENT/PERSON: Manager Storlicastro

STAFF RECOMMENDATION: Authorize the merger of the properties

BACKGROUND INFORMATION:

At its April 23, 2024 meeting, the City Council accepted a warranty deed from Marilyn Ford for purchase of 1.1 acres of land adjacent to the Cow Pasture. Accordingly, the agenda item would authorize the annexation of those purchased lots, as well as several other adjacent City-owned lots to the Cow Pasture.

By designating these lots as part of the Cow Pasture, the City will protect a major access trail and surrounding forest, permanently conserving the mail trailhead parking area at the end of Maplewood Avenue. A similar action was taken in June 2023 after the City purchased 22 vacant lots known as the “Eastman Property.”

In addition to the above benefits, annexation of this land with the Cow Pasture will extend protections of the [2017 Management Plan for the Barre City Cow Pasture](#), which include prohibitions on ATVs, hunting and camping, among others, to these parcels.

EXPENDITURE AND FUNDING SOURCE: None, the Ford lots were acquired with an ERSA grant

ATTACHMENT(S): Map of lots to be annexed

LEGAL AUTHORITY/REQUIREMENTS: [City Charter §104](#)

RECOMMENDED ACTION/MOTION:

Move to authorize a quit claim deed for the express purpose of stating that the existing Cow Pasture is deemed to be merged with the lots identified in Attachment I as one parcel.

Attachment I: Lots to be merged with the Cow Pasture as one parcel





City of Barre, Vermont

“Granite Center of the World”

CITY COUNCIL AGENDA ITEM **CITY COUNCIL AGENDA: 7/2/24**

Consent Item No.: **F**

AGENDA ITEM DESCRIPTION:

Set FY25 tax due dates

SUBMITTING DEPARTMENT/PERSON:

Janet Shatney, Planning Director; Larry Martin & Carly Martin, Assessors

STAFF RECCOMENDATION:

Approve property tax due dates for FY25

BACKGROUND INFORMATION:

The Assessors followed the statutory deadlines for getting the grand list abstract and what will be the subsequent Grand List out this year, and these dates do not line up with City Charter dates as noted above.

Similar later due dates were used for FY21, FY22, FY23, and FY24 due to COVID effects on income tax filing, and the assessor vacancy.

The recommended adjusted due dates are:

- *September 16, 2024 (September 15th is a Sunday)*
- *November 15, 2024*
- *February 17, 2025 (February 15th is a Saturday)*
- *May 15, 2025*

EXPENDITURE REQUIRED:

No expenses associated with setting due dates. There are expenses associated with producing and mailing tax bills, and publishing quarterly reminder notices. The change in due dates will not impact the standard fees for printing and mailing tax bills.

LEGAL AUTHORITY/REQUIREMENTS:

CITY CHARTER. CHAPTER VI. TAXATION. Sec. 601. Payment of taxes.

(a) Taxes on real and personal property shall be paid in four (4) equal payments, with one-fourth of the annual tax bill for each taxpayer due and payable on August 15, November 15, February 15, and May 15 of each year to the City Treasurer, unless otherwise changed by the City Council.

RECOMMENDED ACTION/MOTION:

Approve the FY25 property tax payment due dates as recommended.

Appointments

1. City Council Staff and Liaison Appointments

Appointments in this section are **not** subject to the Council's Municipal Bodies & Appointments Policy.

Position	Appointee	Term Expires*
City Manager	Nicolas Storellicastro	2025
City Attorney	David Rugh, Stitzel Page & Fletcher, PC	2025
Labor Attorney	J. Scott Cameron, Esq.	2025
Director of Emergency Management	Keith Cushman	2025
Energy Coordinator	Vacant	2025
Health Officer	Nicholas Copping*	2025
Deputy Health Officer	Arthur Young	2025
Tax Collector	Cheryl Metvier	2025
Administrative Officer for Zoning	Janet Shatney	2025
Library Trustee Council Liaison	Councilor Teddy Waszazak	2025
Barre Partnership Council Liaison	Councilor	2025
Barre Area Development Council Liaison	Councilor Michael Deering	2025
Acting Mayor	Councilor Samn Stockwell	2025

*Terms July 1, 2024 – June 30, 2025 unless otherwise provided by an employment agreement or contract.

**Appointed by the Vermont Department of Health at the City Council's recommendation.

2. City Manager Appointments

Appointments in this section are **not** subject to the Council's Municipal Bodies & Appointments Policy.

Position	Appointee	Term Expires
Assistant City Manager	Dawn Monahan	2025
Police Chief	Braedon Vail	2025
Fire Chief	Keith Cushman	2025
Chief Inspector – Minimum Housing	Keith Cushman	2025
Director of Planning, Permitting & Assessing Services	Janet Shatney	2025
Director of Public Works	Brian Baker	2025
Director of Buildings & Community Services	Rikk Taft, <i>Acting</i>	2025
Superintendent of Water/Wastewater Treatment	Jake Drown	2025
Tree Warden	Rikk Taft, <i>Acting</i>	2025
Grants Administrator	Janet Shatney	2025
Building Official	Janet Shatney	2025
Assessor	Larry Martin, Martin Appraisal Services, Inc	2025
ADA Coordinator	Rikk Taft	2025
City Social Networking Moderator	Vacant	2025

3. City Council Non-Committee Appointments

Appointments in this section are subject to the Council's Municipal Bodies & Appointments Policy.

Board of Health	
Appointee	Term Expires*
	<i>*Terms expire 10/9/2025</i>
Peter Anthony	2025
Steven Micheli	2025
Carolyn Dawes	2025

Position	Appointee	Term Expires
CV Regional Planning Commission	Janet Shatney	2025
CV Regional Planning Commission (alternate)	Vacant	2025
CV Regional Planning Commission TAC	Vacant	2025
CV Solid Waste Management District Board	Vacant	2025
CV Solid Waste Management District Board (alternate)	Vacant	2025
CV Fiber	Vacant	2025
CV Fiber (alternate)	Vacant	2025

4. Statutory Bodies Appointments

Appointments in this section are subject to the Council's Municipal Bodies & Appointments Policy. DRB members are elected to 4-year terms and Planning Commission members are elected to 3-year terms.

Development Review Board		
Appointee	Seat	Term Expires*
		*Members are elected to 4-year terms
Linda Shambo	Ward I	2025
Chrysta Murray	Ward I	2027
Jayme Bauer	Ward II	2027
Sarah Helman	Ward II	2026
Katrina Pelkey	Ward III	2027
Colin Doolittle	Ward III	2026
Jessica Egerton	At-Large	2026
Kendall Schmidt	At-Large	2025
Vacant	At-Large	2025

Planning Commission	
Appointee	Term Expires*
	*Members are elected to 3-year terms
David Sichel	2025
Wendy Ducey	2026
Rosemary Averill	2026
Caitlin Corkins	2026
Joe Reil	2026
Becky Wigg	2025
Raylene Meunier	2026

5. Committee/Task Force Appointments

Appointments in this section are subject to the Council's Municipal Bodies & Appointments Policy. All terms are for 2-years, with the exception of four 3-year terms made in 2024 to stagger expirations.

Buildings & Facilities Committee	
Appointee	Term Expires
Charlie Atwood	2026
Sue Higby	2025
Arthur Dessureau	2026
Richard Dente	2025
Brent Gagne	2025
Jon Valsangiacomo	2025
Paula Dolan	2026
Burnie Allen	2026
Matthew Flaherty	2026

Cemeteries Committee	
Appointee	Term Expires
Giuliano Cecchinelli	2027
Ilene Gillander	2025
Norena Zanleoni	2025
Yana Walder	2026
BGA Liaison	2026
Helen Long	2026
Vacant	2027
Vacant	2026
Vacant	2026

Cow Pasture Stewardship Committee	
Appointee	Term Expires
Chris Russo-Fraysier	2026
Janette Shaffer	2025
Mark Martin	2026
Jim Deshler	2027
Susan McDowell	2025
Vacant	2026
Vacant	2026

Justice, Equity, Diversity, Inclusion & Belonging Committee	
Appointee	Term Expires
Joelen Mulvaney	2025
Ellen Kaye	2027
William Toborg	2026
Christopher Roberts	2025
Gregory Quetel	2026
Emily Wheeler	2026
Vacant	2026
Vacant (Student)	2025
Vacant (Student)	2025

Parks & Rec Committee	
Appointee	Term Expires
Cat Allen	2025
Haley Pero	2025
Joshua Piascik	2026
Vacant	2026
Vacant	2026

Police Advisory Committee	
Appointee	Term Expires
Bob Nelson	2025
Steve England	2026
Abby Blum	2025
Sandy Rousse	2025
Vacant	2026

Homelessness Task Force	
Appointee	Term Expires
The Homelessness Task Force is dormant due to lack of membership and inability to make a quorum. The City is working on a proposal to reconstitute the body for Council's consideration.	

Transportation & Public Works Committee	
Appointee	Term Expires
The Transportation & Public Works Committee is dormant due to lack of membership and inability to make a quorum.	

Agenda Item #8-A

July 2, 2024

Proposed Barre City Revolving Loan Fund (BCRLF)

Downstreet Housing and Community Development currently operates the Green Mountain Home Repair (GMHR) loan program that provides grants up to \$5,000 and low-cost, deferred or amortized loans up to \$20,000 to homeowners with incomes at or below 80% Area Median Income (AMI) who need to make health and safety repairs to their primary residence (may include up to 4 total living units).

The Barre City Revolving Loan Fund (BCRLF) may be used to expand the amount of home repair funds available to GMHR borrowers or the allowable scope of work. It can also be accessed by applicants with higher household incomes who are not eligible for GMHR grants or loans.

Loan maximum: \$20,000

Income limits: Up to 120% of Area Median Income

Interest rates:

1% - Household incomes at 30% AMI or below

2% - Household incomes between 31% and 50% AMI

3% - Household incomes over 50% AMI

Repayment period for amortized loans: 5-10 years depending on debt-to-income ratio of borrower.

Deferred loans: Deferred loans up to 12 months will be allowed for properties who need improvements prior to a home sale, such as improvements required for the property to qualify for FHA loans.

Lien position: A title search will be completed prior to loan initiation. First or second lien position is required unless the borrower also qualifies for Downstreet's GMHR program, in which case third position is allowable.

Closing costs: Will be added to the loan amount

Allowable scope: Health and safety, code, infrastructure, weatherization, and similar work. No luxury items such as swimming pools

Inspections: Will be completed at loan initiation and upon completion of agreed upon scope

Debt to income ratio: 45% for amortized loans

Reporting requirements: Downstreet will provide quarterly reports to the City of Barre that will include the number, type, and amount of all outstanding BCRLF loans, date loans were issued, payment status of loans and balance of loan fund. Bank statements showing debits and credits to the loan fund over the past quarter will be included.

Fees:

Home Inspections (*If the borrower also accesses Downstreet's GMHR funding, this cost is paid for by Downstreet. If not accessing GMHR, these costs are added to the loan principle*):

- \$500 for initial inspection
- \$250 for final inspection

Loan Closing Costs (*If the borrower also accesses Downstreet's GMHR funding, these costs are paid for by Downstreet. If not accessing GMHR, these costs are added to the loan principle*):

- \$175 – Title Search Fee
- \$120 – Recording Fee
- \$15 – Flood Certification

Downstreet Fees (*If the borrower also accesses Downstreet's GMHR funding, these costs are paid for by Downstreet. If not accessing GMHR, these costs are paid for by the loan fund*):

Loan Application review, underwrite and closing of loan
Project management of repairs and escrow account/disbursements
Servicing of loan / Process of payoff requests

- \$1,500 – Non-Amortized/Deferred Loan
- Amortized Loan - \$2,500

Interest earned: All interest earned on the BCRLF bank account will be added to the BCRLF principle. All interest accrued and paid on outstanding loans will be added to the BCRLF principle.

Once Barre City has determined terms for the BCRLF, Downstreet will provide a more detailed process from loan application through loan payoff.

Agenda Item #8-B

July 2, 2024



Downstreet Housing and Community Development will be purchasing the existing Quality Inn at 173 Main Street in Barre City. Downstreet will continue to operate the building as a hotel that primarily rents rooms to individuals and families with urgent, unmet housing needs, but will increase on-site support services with the goal of helping occupants identify more stable housing options. Following the purchase, estimated fall 2024, Downstreet will begin an occupied rehab that will include painting the building exterior, adding 3 ADA units, addressing health and safety issues throughout, and making structural upgrades.

Vermont's Department of Children and Families has issued a Request for Proposals for funding to develop, expand, and operate emergency shelter capacity to be online by December 1, 2024. While this site is and will continue to be a hotel, it may be eligible to receive funding under the RFP.

To access funding through this RFP, Downstreet needs approval from Barre City. This approval is not for a change of use, but only acknowledges a change of ownership of the hotel, continued operations as a hotel that rents rooms to people experiencing homelessness, and the intent to increase on-site support services.



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 07-02-2024**

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

AGENDA ITEM DESCRIPTION:

Closeout Public Hearing for the Barre Recovery Residence

SUBJECT:

Required Final Public Hearing to close out the Barre Recovery Residence’s VCDP (Vermont Community Development Program) Implementation Grant 07110-IG-2020-Barre C-51

SUBMITTING DEPARTMENT/PERSON:

Janet Shatney, Planning Director; Nicola Anderson, Director of Real Estate Development for Downstreet Housing and Community Development

STAFF RECCOMENDATION:

Hold Public Hearing, acknowledging the work completed and funds used appropriately

STRATEGIC OUTCOME/PRIOR ACTION:

Ability to close the grant meeting this requirement

EXPENDITURE REQUIRED:

No expenses associated with the public hearing

FUNDING SOURCE(S):

Not applicable

LEGAL AUTHORITY/REQUIREMENTS:

VCDP Guidance Manual Chapter 12 – Program Closeout Related Activities

- a) Arrange for the legislative body of the municipality to advertise the final public hearing a minimum of 15 days prior to holding the hearing; and*
- b) Hold the final public hearing*

BACKGROUND/SUPPLEMENTAL INFORMATION:

This project had multiple funding sources, of which the City of Barre’s Grant for \$1M assisted with the purchase and rehabilitation of the structure at 31 Keith Avenue here in the City. Downstreet closed on the property late January 2022, and started right off with asbestos remediation. The General Contractor was on site and started work early April of 2022. Work occurred all through the construction season of 2022, reaching substantial completion on

December 30, 2022. Due to supply chain issues, many items were delayed, but all remaining work was completed by end of May 2023. The project had its first members move in, in spring of 2023. Since that time, the building has served 8 women, two of whom have had their children visit them at the house.

This location is known to the community as the Foundation House. Information on this location can be found on Downstreet's webpage under Housing Development Projects at: [Housing Development Projects — Downstreet](#)

LINK(S):

See above; and below

ATTACHMENTS:

Copy of public notice placed in the Times Argus newspaper on June 14, 2024, pulled from the on-line section for Public Notices [Legals | timesargus.com](#)

INTERESTED/AFFECTED PARTIES:

Downstreet Housing; Barre City Council, Planning Director

RECOMMENDED ACTION/MOTION:

Hold public hearing acknowledging work completed, and the benefit of this funding source

Notice of Final Public Hearing

Jun 14, 2024

Notice of Final Public Hearing The City of Barre received \$1,000,000 from the State of Vermont for a grant under the Vermont Community Development Program. A public hearing will be held at 6pm on July 2nd, 2024 at City Council Chambers and via zoom to obtain the views of citizens on community development, to furnish information concerning the range of community development activities that have been undertaken under this program, and to give affected citizens the opportunity to examine a statement of the use of these funds. The VCDP Funds received have been used to accomplish the following activities: The acquisition, residential rehab, general administration, and program management for the 31 Keith Ave project owned by Downstreet Housing and Community Development. Information on this project may be obtained from and viewed during the hours of 8am to 4pm at Downstreet Offices at 22 Keith Ave, Barre. Should you require any special accommodations please contact Rikk Taft at 802-476-0241 to ensure appropriate accommodations are made. For the hearing impaired please call (TTY 1-800-253-0191).