

**SPECIAL COUNCIL MEETING
Tuesday, February 11, 2025 5:00pm**

<https://us06web.zoom.us/j/88982525535?pwd=VzIXOU5taldoYkgySUDtclldqSUVGQT09>

Zoom Meeting ID: 889 8252 5535 Passcode: 675736

One tap mobile 929-205-6099

Page	Agenda Item
	1. Call to Order – 5:00PM
	2. Executive Session – real estate
	3. Adjournment

**REGULAR COUNCIL MEETING
Tuesday, February 11, 2025 6:00pm**

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Page	Agenda Item
	1. Call to Order – 6:00PM
	2. Adjustments to the Agenda
	3. Visitors & Communications
	4. Consent Agenda
5	A. Approval of Minutes i. Meeting of 1/28/25
9	B. Clerk’s Office Licenses & Permits
11	C. Ratify Council’s 1/28/25 appointment of HR Administrator as ethics liaison
12	D. Approve 2025 coin drop schedule
35	E. Lift waiver of all planning department application and recording fees for 2024 flood damage
45	F. Approve MCRF loan refunding and Resolution #2025-01
	G. Authorize the Manager to execute contract(s) i. 10-wheel dump truck: \$100,000 ii. A+E Step II headworks final design amendment: \$247,000
	H. Approve Vermont State Revolving Loan Fund applications i. Wastewater Plant rate study: \$151,600 ii. Wastewater Plant collection system 20-yr evaluation: \$216,500 iii. Wastewater Plant headworks replacement: \$254,500
90	4-a. Approve City Warrants i. Ratify week of 2/5/25 ii. Approve week of 2/12/25
	5. City Clerk & Treasurer Report
	6. Liquor/Cannabis Control Boards
	7. City Manager’s Report
	8. New Business
103	A. 2 nd Reading Warned 6:20 P.M. Ord. #2025-1: Open Meetings Law updates
124	B. Approve 2024 TIF Annual Report Certification (Dawes)
140	C. FY26 budget kickoff and survey results
149	D. Flood Resiliency Plan Update (Gustin)
	E. Discuss charter change regarding appointment of Clerk (Stockwell)
	9. Upcoming Business
	10. Round Table
	11. Executive Session – personnel, legal
	12. Adjournment

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

MEMO

TO: City Council
FROM: The Manager
DATE: 2/7/2025
SUBJECT: Packet Memo re: 2/11/2025 Council Meeting Agenda Items

Councilors:

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

Adjustments to the Agenda

I will request a new item 4-I to the consent agenda to approve Form PVR-4155 Certificate of No Appeal or Suit Pending. This form is required to close out the 2023 and 2024 Grand List and must be completed when there are no pending suits to recover taxes paid under protest or outstanding appeals. If approved, this will require ratification at the 2/25/25 Council meeting.

4-C Ratify Council's 1/28/25 appointment of HR Administrator as ethics liaison

At the 1/28/2025, the City Council choose to appoint the HR Administrator as ethics liaison instead of the City Manager, as had been warned on the agenda. As such, ratification of this appointment is required.

4-F Approve MCRF loan refunding and Resolution #2025-01

The packet includes a detailed memo and supporting documents to complete refunding of a \$1.5 million bridge loan. The City secured this loan with City Council approval as a safety net in case we encountered cash flow emergencies. We believe this funding is no longer necessary and request approval to refund the loan and return the funds.

4-G Authorize the Manager to execute contract(s)

I am requesting approval to execute two contracts:

- **\$100,000 to purchase a used 10-wheel dump truck.** We have not identified a vendor, but are requesting pre-emptive Council approval once we identify a used vehicle so we have flexibility to move quickly on a purchase agreement.
- **\$247,000 for the Step II headworks final design amendment.** We are requesting approval of the next phase engineering work for the headworks replacement project.

4-H Approve Vermont State Revolving Loan Fund applications

I am requesting approval to execute two loan agreements and one loan application:

- **\$151,600 for the Wastewater Plant rate study loan agreement.** The City Council previously approved a state revolving loan fund application to pay for a rate study to right-size rates to sustain the sewer enterprise fund.
- **\$216,500 for the Wastewater Plant collections system evaluation loan agreement.** The City Council previously approved a state revolving loan fund application to pay for a collections system evaluation required by an assurance of discontinuance executed between the City and the Agency of Natural Resources.
- **\$254,500 for the headworks replacement project application.** This application will support the Step II headworks final design amendment (on the agenda under 4-G), with the addition of associated legal and permit fees.

8-A 2nd Reading Warned 6:20PM Ord. #2025-01: Open Meetings Law updates

The packet includes a second reading draft of updates to chapter 2 of City ordinance to update provisions related to the state's open meetings law, as well as conforming and technical amendments to conform the ordinance to the current

structure of City government. The draft includes changes requested by the City Council during 1st reading, as well as updates to the Fire & Emergency Medical Services Department to reflect current law and practice.

8-C FY26 budget kickoff and survey results

The packet does not include materials for the budget kickoff because the budget survey is active through 4pm Friday. I will be compiling the information over the weekend and a presentation will be provided to the City Council ahead of the meeting on Tuesday.

8-E Discuss charter change regarding appointment of Clerk (Stockwell)

Councilor Stockwell has expressed interest in amending the City Charter to make the Clerk an appointed position. The purpose of this agenda item is to discuss this proposal and determine if there is consensus support to have such a Charter change prepared by the City Attorney.

To be approved at the next Barre City Council Meeting

**Regular Meeting of the Barre City Council - Draft
Held January 28th, 2025 at 6pm
Council Chambers-Barre City Hall**

The warned 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, Councilors Emel Cambel and Sonya Spaulding; from Ward II, Councilor Amanda Gustin (remote); and from Ward III, Councilors Samn Stockwell and Michael Deering. City staff members present were City Manager Nicolas Storellicastro and Clerk/Treasurer Cheryl Metivier.

Absent:

Adjustments to the Agenda – Executive Session is necessary legal and a personnel matter.

Visitors & Communications –

*BUUSD Superintendent JoAn Canning and BUUSD Board Chair Michael Boutin – Sharing information of the proposed BUUSD budget set to be voted on in the March 4th, 2025 BUUSD election. The goal is to maintain the quality of education for the students while lowering the budget, in hopes to create a budget voters will approve the 1st time around. Through compromise they reached 4.95%, which does not negatively impact students and curtailed some expenses.

*Peter Anthony and Danielle Owczarski from the Barre City River Access Task Force. Information on the grant money received through Friends of the Winooski River, and how the group was going to apply the funds for a scope study tailored to finding ideal access points to the river, and to build an access point from Rotary Park. A community input meeting is scheduled for Feb 11th, from 5-7pm at the Aldrich Library. This is open to all, and snacks will be available.

*Beth Mueller spoke high praise for all contributors who managed to create a warming shelter for the unhoused during the extremely frigid temperatures. Tess Taylor, Keith Cushman, Joe Aldsworth and Tom Baker and Barre PD, together were successful in finding a warm, safe space at the Barre Auditorium.

Consent Agenda

- A. Approval of Minutes
 - i. Approve minutes from 1/14/25
- B. Clerk's Office Licenses & Permits-none
- C. Appoint Manager as ethics liaison (Appoint HR Director with Manager as alternate liaison)
Will be ratified.
- D. Approve certificate of highway mileage
- E. Approve Planning Commission letter of support for future battery storage facility
- F. Approve Gopher program letter of support
- G. Authorize the Manager to execute contract(s)

Motion to approve consent agenda made by Councilor Deering, seconded by Councilor Cambel-approved

4-a. Approve City Warrants

- i. Ratify week of 1/15/25 and 1/22/25
 - ii. Approve week of 1/29/25
5. City Clerk & Treasurer Report

To be approved at the next Barre City Council Meeting

Motion to approve city warrants-Move made by Councilor Stockwell, seconded by Councilor Cambel – (Councilor Spaulding abstained) – approved

5. City Clerk & Treasurer Report-

*The 15 elected Justices of the Peace were sworn in last night. I wish them well and I am looking forward to working side by side with them through the terms.

*The Clerk's office would like to remind the community, Dog Licenses are up for renewal with a final due date of April 1st. Please register your dog with our office prior to April 1st deadline to avoid late fees.

*As we reach the end of the month, we are a few short weeks away from the 3rd quarter tax payment due date of February 17th. We have verified that the additional school education tax balance from the 2nd quarter will be included in the payments for those who have the tax payments paid via escrow accounts or through Direct Debit with the City.

6. Liquor/Cannabis Control Boards – none

7. City Manager's Report

*Urged community members to complete the budget survey. It will be a useful tool in constructing the upcoming budget.

*Flood repairs to City Hall are nearly complete with the relocation of the DPW offices set for February.

*Thank you to Tess Taylor, in gathering the necessary staffing, supplies and space for the Warming Shelter at the Barre Auditorium. Church members in the area contributed time, supplies and staff to get the project together.

*Federal spending freeze may impact grants and funds that are not obligated at this time. Flood grants from 2023 are okay, because they are obligated. The buyouts are secure because they are obligated.

8. New Business

A. Volunteer appointment

a. Cow Pasture Stewardship Committee

Emily Hoffman-

Motion to approve the Volunteer appointment to the Cow Pasture Committee made by Councilor Deering, seconded by Councilor Cambel-approved

B. Approve Cow Pasture Stewardship Committee charge

Chris Russo-Fraysier gave a narrative of the projects completed and visions of future goals. The mission statement/charge still current and has stood the test of time.

Motion to approve the Cow Pasture Stewardship Committee charge moved by Councilor Spaulding, seconded by Councilor Gustin-approved.

C. Youth First Mentoring presentation – Sally Russel

New to the area, the program is designed to bring compatible mentoring adults in the community and youth ages 8-18yrs together to provide mentoring, teaching to set goals, reach goals, grow through learning and instill values that will benefit the youth later in life. Meant to serve all youth in the area, but have joined with local schools and organization to connect with the most vulnerable and at risk youth, the group hope to establish roots within the community in order to provide optimal mentoring and support. The

To be approved at the next Barre City Council Meeting
organization is in need of funding and is open to partnering with others to collaborate on funding opportunities.

D. 1st Reading Warned 7:00 P.M. Ord. #2025-1: Open Meetings Law updates-

Changes- pg. 55-Sec 2-21 -omit "every"
pg. 57-sec 2-61 –strike "may" insert "shall"
- strike "monthly" insert "quarterly"

Motion to approved 1st Reading Warned Ord. #2025-1: Open Meetings Law updates (with corrections) moved by Councilor Deering, seconded by Councilor Gustin-approved

E. Approve amendments to Rules of Procedure

Changes-page 71 (B) strike second "city" in line one.
Page 73 (6) strike "than 300 words" – next to last line
Page 73 (6) omit "shall" insert "may"
Page 75 (6) omit "shall" insert "may"

Motion to approved amendments to Rules of Procedure (with corrections) moved by Councilor Deering, seconded by Councilor Gustin-approved

F. Flood Resiliency Plan Update (Gustin) –Manager-

- 67: Buyout applicants
- 28 approved by the City
- \$124,564: Estimated property taxes lost if all buyouts close
- 17: Buyouts "approved" by FEMA, including all 5 landslide buyouts

Areas include; the North End, Vine St/Scampi Sq./Berlin area, Gunner Brook area, River/Granite St. & Landslide areas.

G. Accept VHB Prospect St/Berlin St report

With the suggestion of VHB to narrow the street, stripe the street, and clear vegetation. The Council agreed move forward with the plan and gave the projects a timeline to review of 4-6 months.

Motion to Accept VHB Prospect St/Berlin St report moved by Councilor Gustin, seconded by Councilor Deering-approved

H. Councilor resignation procedures – The council reviewed the current procedures outlined in Roberts Rule of Order. However, Councilor Spaulding and Councilor Stockwell requested further discussion and clarity, with a specific procedure to follow across the board. No action was taken.

9) Upcoming Business;

Councilor Stockwell- additional updates and/or information of public safety ordinances specific to panhandling.

Councilor Gustin – Focus on finding a new DPW location
Updating the Flood Resiliency Plan

10) Round table;

Councilor Deering – Thought the presentation from the Youth Mentoring Service very impactful, and had never heard of this program but it is a step in a direction for younger community members need.

Councilor Spaulding- Thankful for the information from BUUSD Superintendent JoAn Canning and Michael Boutin provided and urged registered voters to request absentee ballots and get out to vote.

Thanking the community for the humbling recognition of OML violations, and it is difficult to admit to these actions. Corrections have been made and the Committees and Councils will be more diligent.

To be approved at the next Barre City Council Meeting

Mayor Lauzon – Thanking Tess Taylor for her hard work and quick action to put a Warming Shelter in place during some of the coldest temperatures of this year thus far.

Recognized Governor Scotts support in funding for the Prospect Heights project.

Finding for the need for executive session were moved by Councilor Stockwell, seconded by Councilor Cambel-approved

Motion to move into executive session were moved by Councilor Cambel, seconded by Councilor Deering-approved

Motion to exit executive session were moved by Councilor Deering, seconded by Councilor Cambel-approved

Motion to adjourn meeting moved by Councilor Deering, seconded by Councilor Cambel- approved

Meeting adjourned at 9:36 pm

Next regular meeting is scheduled for February 11th, 2025 at 6pm.

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

Respectfully submitted,

Cheryl A. Metivier, City Clerk

DRAFT



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 02/11/2025**

Consent Item No.: 4-D **Discussion Item No.** _____ **Action Item No.** ____

AGENDA ITEM DESCRIPTION:

Approve 2025 coin drop schedule

SUBJECT:

Same

SUBMITTING DEPARTMENT/PERSON:

Cheryl Metivier, clerk/treasurer

STAFF RECOMMENDATION:

Approve coin drop requests for 2025

STRATEGIC OUTCOME/PRIOR ACTION: *Not applicable*

EXPENDITURE REQUIRED: *None*

FUNDING SOURCE(S): *Not applicable*

LEGAL AUTHORITY/REQUIREMENTS:

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

BACKGROUND/SUPPLEMENTAL INFORMATION: *None*

LINK(S): *Not applicable*

ATTACHMENTS:

2025 coin drop requests schedule

INTERESTED/AFFECTED PARTIES:

City Clerk, police department, vehicular traffic through downtown Barre

RECOMMENDED ACTION/MOTION:

Review request and approve list of 2025 coin drops

2025 COIN DROP LOG*

***Notes:**

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

Drop #	Date	Organization	Location	Time	Contact	Email	Phone #	Date Request Recvd
2025								
1	4/5	Granite City Blast	N. Main	9am-2pm	Jordan Bergeron	jbergeronvt@gmail.com	802-272-3967	Jan 7 th
2	5/3	Project Graduation	N. Main	9am-2pm	Shawna Badger	Sbadger828@gmail.com	802-595-0871	Pre-approved
3	6/7	Barre Comm. Baseball	N. Main	9am-2pm	Jordan Bergeron	jbergeronvt@gmail.com	802-272-3967	Jan 7 th
4	7/5	American Legion	N. Main	9am-2pm	Stephen England	sengland1952@gmail.com	802-461-8085	Jan 2 nd
	7/26	Heritage Festival	No	Coin	Drops	Scheduled		
5	9/20	BCEMS-PTO	N. Main	9am-2pm	Kelly Ross	kellyross246@yahoo.com		Jan 9 th
6	11/8	Barre Elks Lodge	N. Main	9am-2pm	Kristin Calcagni	barreelks@gmail.com	802-522-7675	Jan 2 nd
7	12/6	Christmas for Kids	N. Main	9am-2pm	Michael Boutin	barrecityward2@gmail.com	802-272-2858	Pre-approved



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA: 2/11/2025**

Consent Item No.: 4-E

AGENDA ITEM DESCRIPTION: Lift waiver of all planning department application and recording fees for 2024 flood damage

SUBMITTING DEPARTMENT/PERSON: City Manager

BACKGROUND/SUPPLEMENTAL INFORMATION:

At its July 16, 2024 meeting, the City Council approved a waiver of application and recording fees for any repairs directly related to damage caused by the July 2024 flood. This waiver is a common practice, and follows a similar actions taken after the 2023 flood.

The waiver was issued on an indefinite basis. Staff recommends that fees be reinstated given that applications related to flood damage have slowed significantly. Since the waiver was enacted in July 2024, 34 permit fees have been waived.

EXPENDITURE REQUIRED: This will resume revenue collections.

RECOMMENDED MOTIONS:

- 1. Reinstitute building, electrical, and flood hazard permit fees, including recording fees, for flood repair applications associated with the July 10, 2024 flood event.*
- 2. Reinstitute fees associated with researching and copies of land records, tax bills, lister cards and tax maps needed for FEMA and SBA applications associated with the July 10, 2024 flood event.*



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA: 2/11/2025**

Consent Item No.: 4-F

AGENDA ITEM DESCRIPTION: Approve MCRF loan refunding and Resolution #2025-01

SUBMITTING DEPARTMENT/PERSON: City Manager

BACKGROUND/SUPPLEMENTAL INFORMATION:

In response to the July 2023 and 2024 floods, City staff was concerned about the impacts of flood recovery on cash flow. As a result, the City Council approved the City’s application for bridge funding under the Municipal Climate Recovery Fund (MCRF). Through this program, the City received \$1.5 million that we held in the bank pending any cash flow emergencies.

Fortunately, due to the sound management of the Finance Department, the City has not needed to use this funding. As a result, we are requesting the Council’s approval to refund the loan.

EXPENDITURE REQUIRED: None.

RECOMMENDED MOTIONS:

1. *Approve Resolution #2025-01 and Certificate.*
2. *Approve loan Agreement and authorize the Mayor and Clerk to sign such Agreement.*
3. *Approve Note.*
4. *Authorize Treasurer to sign Certificate of Registration, Receipt, and Treasurer’s Certificate.*
5. *Appoint Treasurer and City Manager as Authorized Representatives.*



PRIMMER PIPER
EGGLESTON &
CRAMER PC

ELIJAH D. EMERSON
ADMITTED IN VT, NH, MA AND ME
eemerson@primmer.com
TEL: 802-864-0880
FAX: 802-864-0328

P.O. Box 1489 | Burlington, VT 05402-1489

January 23, 2025

TO: Participating Municipalities

FROM: Elijah D. Emerson

RE: MCRF Loan Documents

Enclosed is the original documentation needed to complete the MCRF refunding loan transaction. Under separate cover, each participating municipality will receive a commitment letter from the Bond Bank. The commitment letter should be executed and returned to the Bond Bank as soon as possible.

In order to effect a trouble-free sale and closing, it is essential that the enclosed materials be considered, adopted and executed without delay. Unless properly executed original documents from all municipalities are in our possession and ready for delivery to the Bond Bank by February 17, 2025, the closing may be delayed. We cannot stress too strongly the importance of adopting and executing the enclosed documentation as soon as possible. If the next regularly scheduled meeting of the legislative body is too close to the February 17, 2025 return date, a special meeting may be advisable for this purpose.

You should send the executed documents by next day service (Fed Ex or UPS – please not U.S. Postal Service) at:

Elijah Emerson
Primmer Piper Eggleston & Cramer PC
106 Main St
Littleton, NH 03561

Please use this exact address to make sure it arrives on time. Once returned to us, we will hold the executed documents pending confirmation of the closing, and will deliver the same at the closing in Burlington, tentatively scheduled for the February 20, 2025.

Please remember these very important points when reviewing and executing these documents:

- Do **not** print the documents double-side. **They must be printed single-sided.**

- You must send us the documents with original signatures. Do not send us photocopied or scanned copies of the documents.

Regarding execution of the enclosed documents, the following action should be taken at a duly warned regular or special meeting of the legislative body:

(1) Resolution and Certificate. This should be signed by all or a majority of the legislative body and the date of the regular/special meeting at which the Resolution was adopted where indicated on the last page. The municipal Clerk and municipal Treasurer should sign where indicated, and the municipal seal (if any) affixed over the Clerk's signature.

(2) Loan Agreement. The Chair of the legislative body and the municipal Clerk should sign on the signature page. The municipal seal (if any) should be affixed over the Clerk's signature. You do not need to sign any of the exhibits to the Loan Agreement. We have created separate copies of those documents (addressed below) for you to sign.

Please note the commitment to furnish the Bond Bank with financial and operating information on an ongoing basis.

(3) Note. All or a majority of the legislative body, the Clerk and the municipal Treasurer should sign where indicated and the municipal seal (if any) should be affixed over the Treasurer's signature. The rates and payments schedule will be verified and entered prior to the closing date and will be included as Exhibit A to the Loan Agreement.

(4) Certificate of Registration. This requires the municipal Treasurer's signature where indicated.

(5) Receipt. All that is required here is the Treasurer's signature. Please note that we will hold this document in escrow until the closing date.

(6) Treasurer's Certificate. All that is required here is the Treasurer's signature.

(7) Appointment of Authorized Representative. Please fill this out and have the Clerk sign.

The Loan Agreement and the Note may be missing loan principal information. The missing figures will be entered when the loan is formally approved by the Bond

Participating Municipalities

January 23, 2025

Page 3

Bank. Even though this information may be missing, please execute all documents as outlined above and return them to us no later than February 17, 2025. The correct payment amounts and schedules will be verified and the missing information entered before the loan is finalized.

Please note the non-litigation language in the Resolution and Certificate. If the Municipality becomes involved in any litigation regarding the Note or the expenditure of Note proceeds, please advise me at once.

Following the closing and delivery of funds, we will furnish a complete transcript of all completed and executed documents, including the approving opinion. In the meantime, you might want to keep a photocopy of the original executed documents you are returning to me.

If any questions arise regarding the execution and return of the enclosed documents, or any aspect of the bond sale, please do not hesitate to call me immediately at 802-864-0880 ext. 1410 or 802-274-9105 (cellphone). Also, you may reach me at emerson@primmer.com.

EDE:sr

Enclosures

RESOLUTION AND CERTIFICATE
(General Obligation)

WHEREAS, at one or more meetings of the City Council of the City of Barre (herein called the “Municipality”) at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held, as appears of record, it was unanimously found and determined that the public interest and necessity required certain public improvements, and it was further found and determined that the cost of making such public improvements, after application of available funds and grants-in-aid from the United States of America and/or the State of Vermont, and other sources of funding, would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds or notes of the Municipality to pay for its share of the cost of the same should be submitted to the City Council at a meeting thereof, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, the Municipality previously received a loan to defray the cost of paying current expenses incurred and accrued for the delivery of governmental services and functions, including emergency expenses in response to the rainfall and flooding in the summer of 2023 (the “Emergency Costs”), as evidenced by a duly authorized Current Expense Note (the “Prior Note”);

WHEREAS, pursuant to powers vested in them by law, the City Council is about to enter into a Loan Agreement (Exhibit 2) on behalf of the Municipality with the Vermont Bond Bank (the “Bond Bank”) respecting a Refunding Loan from the Bond Bank in the amount of \$1,500,000 repayable, and with interest, as follows:

<u>Payment Due</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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As per Exhibit A to the Loan Agreement attached hereto

AND WHEREAS, the note to be delivered by the Municipality to the Bond Bank at the time of receiving the proceeds of the Refunding Loan (the “Note”) shall be substantially in the form attached to the Loan Agreement as Exhibit B, which Note is hereby awarded and sold to the Bond Bank at a price of par and accrued interest;

THEREFORE, be it resolved that the City Council proceed forthwith to cause the Note to be executed and delivered to the Bond Bank upon the price and terms stated, and be fully registered as the law provides; and

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

BE IT FURTHER RESOLVED, that in addition to all other taxes, annually there shall be assessed and collected in the manner provided by law until the Note, or any note or notes issued to refund or replace the same, and the interest thereon, are fully paid, a

tax, user fee, charge or assessment sufficient to pay the interest on the Note or notes and such part of the principal as shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Bond Bank is hereby authorized, the presiding officer of the City Council of the Municipality being directed to execute the Loan Agreement on behalf of the Municipality and the City Council thereof; and

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in the Loan Agreement and the Loan Application made by the Municipality to the Bond Bank (Exhibit 3), to be delivered to the Bond Bank in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in the Loan Agreement and Loan Application are incorporated herein by reference; and

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

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

BE IT FURTHER RESOLVED, that Primmer Piper Eggleston & Cramer PC, bond counsel to the Municipality, be authorized and empowered to take possession of said documents for delivery to the Bond Bank, and to complete said documents by the inclusion of appropriate dates and ministerial changes at the direction of the City Council of the Municipality or its designated officer; and to acknowledge receipt of the proceeds of the Note on behalf of the Municipality; and

BE IT FURTHER RESOLVED, that to the extent proceeds derived from the sale of the Note will be used to reimburse the Municipality for capital expenditures previously made for the improvements described in Exhibit 1, this Resolution shall serve as a declaration of official intent under Section 1.150-2 of the Treasury Regulations (or a republication of any previously made declaration of official intent) to effect a reimbursement in an amount not to exceed the total of all previous capital expenditures; and

BE IT FURTHER RESOLVED, that the proceeds derived from the sale of the Note be used to refund the existing Current Expense Note with the Bond Bank.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note dated February 20, 2025, payable as aforesaid, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

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

We represent that all information the Municipality has provided in connection with the Loan, the Note, the Loan Agreement, Loan Application and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of our knowledge. We further represent that the Municipality has disclosed to the Bond Bank and others all information material to the Loan, and has not failed to disclose any information it deems material for such purpose.

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

We further certify that all actions set forth in this resolution were proposed, considered and approved in a public meeting duly called, noticed and held in compliance with all applicable open meeting, public records access, public procurement, bid solicitation, and conflict of interest enactments.

Dated: February 11, 2025

ATTEST:

CITY OF BARRE

Clerk

(Seal)

By: _____

All or a Majority of the
City Council

And by:

Its Treasurer

Loan Agreement
Municipal Climate Recovery Fund (MCRF) Refunding

This LOAN AGREEMENT (the “**Loan Agreement**”), dated February 20, 2025, (the “**Closing Date**”), is between the VERMONT BOND BANK, a body corporate and politic constituted as an instrumentality of the State of Vermont (the “**State**”) exercising public and essential governmental functions and doing business as the Vermont Bond Bank (the “**Bond Bank**”), created pursuant to the provisions of Chapter 119 of Title 24 of the Vermont Statutes Annotated (the “**Act**”), having its principal place of business at Burlington, Vermont, and the City of Barre, a Vermont municipality as defined in the Act, having its situs in Washington County, State of Vermont (the “**Borrower**”).

WHEREAS, pursuant to the Act, the Bond Bank is authorized to make loans of money to Governmental Units (as defined in the Act) and to purchase Municipal Bonds (as defined in the Act) evidencing such loans;

WHEREAS, the Borrower is a Governmental Unit and, pursuant to the Act, is authorized to accept a loan from the Bond Bank, which loan shall be evidenced by a municipal note or notes or other evidence of debt duly issued by it and purchased by the Bond Bank;

WHEREAS, the Borrower experienced significant emergency expenses in response to the rainfall and flooding in the summer of 2023 for which reimbursement is needed (the “**Emergency Costs**”);

WHEREAS, pursuant to 24 V.S.A. Section 1771, a municipal corporation that has outstanding and unpaid bonds or notes, lawfully issued, may issue other notes or bonds to pay or retire the same;

WHEREAS, pursuant to 24 V.S.A. Section 1772, a municipal corporation, by its legislative branch, shall determine the necessity for issuing such refunding bonds, the amount of prior notes or bonds to be refunded, and the interest rate and terms of repayment;

WHEREAS, the Borrower previously received a loan to defray the cost of paying current expenses incurred and accrued for the delivery of governmental services and functions, including the Emergency Costs, as evidenced by a duly authorized Current Expense Note (the “**Prior Note**”);

WHEREAS, the Borrower has found it necessary to borrow money on the credit of the Borrower to repay or partially repay the Prior Note; and

WHEREAS, in order to repay the Prior Note, the Borrower has applied to the Bond Bank for, and requested that the Bond Bank make, a loan (the “**Loan**”), in the aggregate principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the “**Loan Amount**”), which Loan is evidenced by a single duly authorized General Obligation Note in the form attached as **Exhibit B** hereto (the “**Borrower Note**”), maturing in installments on the dates, in the estimated amounts and bearing interest at the rates, all as set forth in **Exhibit A**.

NOW, THEREFORE, the parties agree as follows:

Section 1. Representations and Warranties. The Borrower hereby represents and warrants to the Bond Bank as follows:

(a) The Borrower is a Governmental Unit within the meaning of the Act, with full legal right and authority under the general laws of the State of Vermont applicable to it to authorize, execute and deliver this Loan Agreement and the Borrower Note.

(b) The Borrower has duly and validly authorized the execution, delivery and adoption, as applicable, of this Loan Agreement, the Borrower Note, and all other certificates and agreements delivered in connection herewith (including the documents set forth under Section 6(a) of this Loan Agreement) (together, the “**Documents**”), and all approvals, consents, and other governmental or corporate proceedings necessary to make the Documents the legally binding obligations of the Borrower that they purport to be, in accordance with their respective terms, have been obtained or made.

(c) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Bond Bank in writing, is pending or, to the knowledge of the authorized officer(s) of the Borrower executing this Loan Agreement, threatened (1) seeking to restrain or enjoin the execution, delivery and adoption, as applicable, of the Documents or (2) contesting or affecting the validity of the Documents, or the power of the Borrower to assess and collect taxes to repay the Loan and all other costs and expenses of any Project, if any; and neither the corporate existence of the Borrower nor the title(s) to office(s) of the authorized officer(s) of the Borrower executing the Documents is being contested.

(d) The authorization, execution, delivery and adoption, as applicable, of the Documents, and performance of each thereof, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Borrower is a party or by which it or any of its properties is bound.

(e) The Borrower Note, when executed and delivered, will be a valid general obligation of the Borrower, the payment of which its full faith and credit are and will be pledged, enforceable in accordance with its terms, the terms of the terms of this Loan Agreement, and the terms of the Act and Title 24, Chapter 53 of Vermont Statutes Annotated (the “**Municipal Finance Law**”), and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower.

(f) The Borrower represents that all information it has provided in connection with the Loan, the Loan application, and the Documents and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best knowledge of the Borrower and its officers. The Borrower further represents that it has disclosed to the Bond Bank all information material to the Loan.

(g) The undersigned officer(s) of the Borrower is/are duly charged and responsible for issuing the Borrower Note.

Section 2. The Loan

(a) On the terms and conditions provided herein, the Bond Bank hereby agrees to make the Loan to the Borrower and the Borrower agrees to accept the Loan and, to evidence the Loan, the Bank agrees to purchase the Borrower Note from the Borrower and the Borrower agrees to issue and sell the Borrower Note to the Bond Bank at a price equal to the Loan Amount.

(b) The Borrower Note shall mature and be payable on the dates and in the principal amounts, and shall bear interest from the date of delivery thereof to the Bond Bank at the rates, all as set forth in the schedule shown in **Exhibit A**.

(c) For the avoidance of doubt, each payment made by or for the account of the Borrower under this Loan Agreement shall satisfy the corresponding obligation of the Borrower to pay the principal and interest, if any, then due on the Borrower Note, as the same becomes due on the applicable payment dates therefore, and each payment of principal and interest made by the Borrower on the Borrower Note, shall satisfy the obligation of the Borrower to pay the corresponding payment then due hereunder.

(d) The obligation of the Borrower to pay on each payment date the principal, interest, premium, and any other amounts payable due under this Loan Agreement and the Borrower Note is a general obligation of the Borrower, payable (to the extent not paid from other sources) from unlimited ad valorem taxes on the grand list of all taxable property within the territorial limits of the Borrower as established, assessed and apportioned by law.

Section 3. Disbursements. At closing, the Bond Bank shall apply the loan proceeds to pay off in full the outstanding principal amount of the Prior Note.

Section 4. Payments

(a) The Borrower shall make funds sufficient to pay principal and interest as the same become due to the Bond Bank on the 1st of each August and February as set forth on the payment schedule attached as **Exhibit A**.

(b) The Borrower is obligated to pay fees and charges to the Bond Bank within thirty (30) days of demand by the Bond Bank, as provided in the Act.

(c) All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank.

(d) Except as otherwise provided in Section 8(d) hereof, all such payments made by the Borrower hereunder shall be applied, first, to the interest, if any, on the Loan then due and payable, second, to the principal amount of the Loan then due and payable, and, third, to the fees and charges of the Bond Bank, if any. Any portion of a payment not paid in full when due shall bear interest hereunder until paid at twelve percent (12%) per annum as provided in the Act.

(e) The Borrower shall provide to the Bond Bank, at least sixty (60) days prior to the first payment date for principal or interest on the Loan the name(s) and the title(s) of the

person(s) at the Borrower to whom invoices for the payment of interest and principal should be addressed. Such invoices shall continue to be sent to such person(s) at the Borrower unless the Borrower notifies the Bond Bank at least sixty (60) days prior to any payment date of any change.

Section 5. Prepayments

(a) The Loan may be prepaid by the Borrower in whole or in part prior to maturity with the prior written consent of the Bond Bank which shall not be unreasonably withheld.

(b) Notwithstanding (a) above, in the event the Borrower is reimbursed for the Emergency Costs by FEMA Public Assistance after the closing of this Borrower Note, such portion of the Loan and the Borrower Note that is no less than fifty (50) percent in the amount of such reimbursement is subject to mandatory repayment promptly, but in no event longer than forty-five (45) days following receipt of such funds. Upon any prepayment of the Loan in part, the Bond Bank shall amend the schedule of payments set forth in **Exhibit A** to reflect such prepayment.

(c) Unless the Bond Bank shall otherwise agree, any prepayment hereunder of less than all of the principal amount of the Loan, shall be applied to reduce the principal balance of the Loan without amendment to the regular combined payment amount set forth in **Exhibit A** attached hereto.

Section 6. Closing

(a) The obligation of the Bond Bank to make and fund the Loan is expressly conditioned upon the receipt by the Bond Bank simultaneously with the delivery of this Loan Agreement of the following, each in form and substance satisfactory to the Bond Bank:

- (i) the executed Borrower Note;
- (ii) an unqualified opinion of bond counsel to the Borrower satisfactory to the Bond Bank in the form of **Exhibit D**;
- (iii) an executed receipt in the form of **Exhibit E**;
- (iv) an executed Treasurer's Certificate in the form of **Exhibit F**;
- (v) an executed certificate regarding ongoing reporting in the form of **Exhibit G**;
- (vi) a completed Appointment of Authorized Representatives in the form of **Exhibit I**;
- (vii) copies of such resolutions and certificates and related information, prepared by bond counsel to the Borrower evidencing the valid authorization, execution and delivery of the Borrower Note; and

(viii) any additional certificates or documents in connection with the making of the Loan that may be reasonably requested by the Bond Bank.

Section 7. Particular Covenants of the Borrower. For so long as the Loan is outstanding, the Borrower covenants and agrees that it will comply with the following provisions.

(a) The Borrower shall apply the proceeds of the Loan solely to the payoff of the Prior Note.

(b) In the event the Borrower receives any reimbursement for Emergency Costs from sources other than this Loan, the Borrower shall promptly notify the Bond Bank and pay such amounts to the Bond Bank as set forth in Section 5(b).

(c) The Borrower shall comply with all terms and conditions of this Loan Agreement including, without limitation, all additional terms, conditions or other provisions, if any, contained in **Exhibit G**.

(d) The Borrower shall provide to the Bond Bank annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor's report on the financial statements of the Borrower. In addition, within thirty (30) days following a request by the Bond Bank, the Borrower agrees to furnish the Bond Bank with its most recent financial statements, explanatory notes and other financial and operating information as the Bond Bank may request.

(e) In addition, the Borrower agrees to notify the Bond Bank within ten (10) days of the occurrence of any notice event which has or may have a material adverse effect upon its financial condition or its ability to perform fully and timely any covenant, obligation or undertaking set forth in the Documents.

Section 8. Events of Default and Remedies

(a) The occurrence of any of any one or more of the following events shall constitute, and is defined to be, an “**Event of Default**” hereunder and the Borrower Note:

(i) if the Borrower shall fail to pay when due all or any part of any installment of principal or interest payable hereunder and the Borrower Note;

(ii) if the Borrower shall fail to perform and observe any other covenant, agreement or condition on its part provided in this Loan Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the Borrower by the Bond Bank; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if (1) corrective action satisfactory to the Bond Bank is instituted by the Borrower within such period, (2) such corrective action is diligently pursued until the failure is remedied, and (3) the Borrower delivers a written update as to the status of such corrective action at least once every 30 days until the failure is remedied;

(iii) if any representation or warranty made by or on behalf of the Borrower in the Loan Agreement or in any loan application or Bond Document shall prove to have been incorrect or to be misleading in any material respect as and when made;

(iv) if (x) an order, judgment or decree is entered by a court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the Borrower, (b) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (c) assuming custody or control of the Borrower, under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within sixty (60) days from the date of entry of the order, judgment or decree; (y) the Borrower (a) admits in writing its inability to pay its debts generally as they become due, (b) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (c) makes an assignment for the benefit of its creditors, or (d) consents to the assumption by any court of competent jurisdiction under any law for the relief of debtors of custody or control of the Borrower; or (z) legislation shall be enacted by the State of Vermont (a) appointing a receiver or trustee for the Borrower, (b) assuming custody or control of the Borrower, or (c) providing for a moratorium upon the payment of the principal of or interest on the Loan or the Borrower Note; and

(v) if the Borrower shall fail to pay when due (whether at maturity or upon redemption or otherwise) any principal of or interest on any indebtedness of the Borrower for borrowed money, other than the Loan and the Borrower Note.

(b) In addition to its other remedies provided herein, if an Event of Default specified in clause (i) or clause (v) of subsection (a) hereof shall occur and be continuing, the Bond Bank may proceed to enforce its rights under this Loan Agreement and under the Borrower Note, by exercise of the following remedies in such order of priority as the Bond Bank shall determine in its discretion:

(i) if any payments of principal of or interest on the Borrower Note shall be due and unpaid, pursuant to the Act, the State Treasurer may intercept State funding to the Borrower; and

(ii) by notice to the Borrower the Bond Bank may declare the principal of the Loan and all payments payable thereon, and the corresponding principal amount of the Borrower Note, to be immediately due and payable and, upon such declaration, the principal of and all interest, if any, accrued thereon shall be and become immediately due and payable, anything herein or in the Borrower Note to the contrary notwithstanding.

(c) Notwithstanding anything herein to the contrary, if any Event of Default hereunder shall occur and be continuing, the Bond Bank may proceed to protect its rights hereunder, and may seek to compel compliance by the Borrower with the terms and provisions hereof and of the other Documents, by suit or suits in equity or at law, for the specific performance of any covenant, term or condition hereof or of the other Documents, or in aid of the execution of any power herein granted, and, except as herein limited, may exercise any other right or remedy upon such default as may be granted to the Bond Bank under the Act, the Municipal Finance Law or under any other applicable provision of law.

(d) Upon the occurrence of and during the continuance of an Event of Default, the Bond Bank shall apply all amounts received upon the exercise of its rights and remedies hereunder as follows and in the following order:

(i) to the payment of the reasonable and proper charges (including attorneys' fees) of the Bond Bank incurred in the exercise of any right or remedy hereunder;

(ii) to the payment and satisfaction of all interest then due and unpaid hereunder upon any defaulted payments; and

(iii) to the payment and satisfaction of all payments then due and unpaid hereunder and, if the amount available is not sufficient to pay all payments then due and payable hereunder, first to the payment of the portion of the payments due and unpaid representing interest on the Loan or the Borrower Notes and second to the portion of the payments due and unpaid representing the principal of the Loan or Borrower Note and, in either case, ratably in order of the due dates thereof.

(e) No remedy conferred upon or reserved to the Bond Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient.

Section 9. Miscellaneous.

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

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

(c) No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

(d) This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

(e) The provisions of this Loan Agreement and the respective rights and duties of the Borrower and the Bond Bank hereunder shall be governed by and construed in accordance with

Vermont law and any applicable federal laws. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Vermont state or federal court sitting in Vermont, over any action or proceeding arising out of or relating to this Loan Agreement or the other Documents, and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Vermont state or federal court. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the day and year first above written.

Attest:

VERMONT BOND BANK

Executive Director

By: _____
Chair

(SEAL)

Attest:

CITY OF BARRE

Clerk

By: _____
Mayor

(SEAL)

No. R-1

UNITED STATES OF AMERICA
STATE OF VERMONT
CITY OF BARRE
GENERAL OBLIGATION NOTE

\$1,500,000

REGISTERED OWNER: Vermont Bond Bank

NOTE DATE: February 20, 2025

The City of Barre (hereinafter called the “**Borrower**”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank (the “**Bond Bank**”), or registered assigns, the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) in installments on the 1st of each September and March as set forth in Exhibit A (“**Exhibit A**”) to the Loan Agreement dated the Note Date set forth above (the “**Loan Agreement**”), by and between the Borrower and the Bond Bank, with interest on each installment at the rate per annum set forth in Exhibit A opposite the year in which the installment becomes due. Interest shall be calculated on the basis of 30-day months and a 360-day year.

Interest on each installment of principal shall accrue at the applicable interest rate and shall accrue from the Note Date until such principal installment is paid. Interest and principal shall be payable to the Registered Owner monthly in the amounts set forth in Exhibit A of the Loan Agreement in lawful money of the United States. All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank. Final payment of the interest and principal of this Note shall be made upon surrender of this Note for cancellation with the Registered Owner.

This Note is issued to refund a loan made by the Bond Bank to the Borrower dated March 26, 2024, having a maturity of one year the proceeds of which were used to defray the cost of current expenses accrued or incurred in the delivery of governmental services and functions, pursuant to a resolution adopted by the legislative body of the Issuer at a meeting thereof duly noticed, called and held on February 11, 2025.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Borrower are hereby irrevocably pledged. This Note is issued for the purposes mentioned herein and in conformity with Chapter 1 of Title 24A and Chapter 53 of Title 24 of the Vermont Statutes Annotated and applicable provisions of general law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower has caused this Note to be signed by its Clerk, Treasurer and its City Council and its seal (if it has a seal) to be affixed hereto as of Note Date.

ATTEST:

CITY OF BARRE

Clerk

By: _____

(Seal)

All or a Majority of the
City Council

And by:

Its Treasurer

CITY OF BARRE
\$1,500,000 GENERAL OBLIGATION NOTE
DATED FEBRUARY 20, 2025

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a registered bond, the principal and interest due thereon payable only to the holder of record as appears in the office of the Treasurer of the Borrower. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Borrower at the office of the Treasurer of the Borrower who shall record such transfer in the records of the Borrower and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank Street, Suite 401, Burlington, Vermont 05401.

CITY OF BARRE

By: _____

Name:

Title:

RECEIPT

Received of the Vermont Bond Bank the sum of \$1,500,000, being in full payment for the Borrower Note of the below-referenced Borrower dated the date hereof and sold and delivered to said Bond Bank.

Dated February 20, 2025.

CITY OF BARRE

By: _____
Duly Authorized

TREASURER’S CERTIFICATE

The undersigned Treasurer of City of Barre (the “**Borrower**”) hereby certifies, on behalf of the Borrower, that the Borrower is obligated under the Loan Agreement (the “**Loan Agreement**”), dated as of February 20, 2025, between the Borrower and the Vermont Bond Bank (the “**Bond Bank**”) to provide to the Bond Bank the requirements of Exhibit G to the Loan Agreement and annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor’s report on the financial statements of the Borrower.

CITY OF BARRE

Treasurer

Dated: February 20, 2025

APPOINTMENT OF AUTHORIZED REPRESENTATIVE(S)

I, **Thom Lauzon, Mayor**, a duly authorized official of **the City of Barre**.
(Name of Authorizing Official) (Name of Governmental Unit)

do hereby certify that, on the date hereof, the following person(s) have been authorized as representative(s) and are authorized to act on behalf of the above Governmental Unit in matters relating to its loan from the Vermont Bond Bank that closed on February 20, 2025.

I also certify that the following signatures opposite their names are the true signatures of such individual(s).

Name	Title	Specimen Signature
Nicolas Storellicastro	City Manager	
Cheryl Metivier	Treasurer	

Witness my signature on this 11th day of February, 2025.

Signature



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 2/11/2025

Agenda Item No. 4-G

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
10-wheel dump truck	<ul style="list-style-type: none"> TBD, see notes 	Up to \$100,000 from the Capital Improvement Fund	<p>DPW is requesting approval to purchase an additional 10-wheel dump truck to expand the fleet. Currently, DPW has two 10-wheel dump trucks. One of these trucks is stationed permanently at the Wastewater Treatment Facility to transport sludge and is unavailable for other uses. After recovery from the 2023 and 2024 floods, we have learned that an additional 10-wheel dump truck would improve operations, without causing wear and tear to plow trucks.</p> <p>A new 10-wheel dump truck is estimated to cost \$222,750. However, we believe a used truck would suffice for the City’s needs. We are requesting a preemptive \$100,000 to purchase a used 10-wheel dump truck so that we may execute a purchase agreement if one becomes available.</p>
Step II headworks final design amendment	Aldrich + Elliot	\$247,000 from a state revolving loan fund (approval requested at this meeting)	In November 2024, City voters overwhelmingly approved a \$7.6M bond to finance a much-needed upgrade to the headworks at the Wastewater Treatment Plant. This contract is for the final design of the project and will be financed by a state revolving fund loan.

ATTACHMENTS: A+E Step II contract

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

RECOMMENDED ACTION/MOTION:

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

This is **EXHIBIT K**, consisting of **8** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 15, 2024** .

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: December 16, 2024 .

Background Data

Effective Date of Owner-Engineer Agreement: May 15, 2024

Owner: City of Barre

Engineer: Aldrich + Elliott PC

Project: WWTF Headworks Upgrade

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

The following scope of services is added to Section A1.03, Final Design Phase (Step 2) under this Amendment No. 1 for the Wastewater Treatment Facility Headworks upgrade. Pre-design services were completed under the original agreement and included the existing conditions survey/base mapping, and subsurface investigation.

This scope of services is based on the OWNER securing financing through the State of Vermont Revolving Loan Fund (CWSRF) for this project.

SCOPE OF SERVICES

Basic Services – Final Design

A. Gather and Review Existing Information

Existing information will be reviewed which is beneficial in the design of the new headworks and appurtenances. The following information will be gathered and reviewed:

- As-built drawings
- Basis of design criteria
- Pre design drawings
- Previous studies
- Other data as appropriate

B. Field Survey

The ENGINEER shall use all existing surveys wherever possible and shall make additional field surveys and conduct office work related to said surveys as necessary for preparation of the final design and contract drawings for the project. Up to one (1) day of topographical field survey is budgeted plus field edits and one (1) day to survey building interiors for the proposed project.

C. Basis for Final Design Update

The Basis for Final Design document will be updated, and will include the new headworks and appurtenances. A draft document will be submitted prior to the 30% review meeting, review comments addressed, and a final document submitted for WID review and approval.

D. Preparation of Final Design Plans and Specifications

The ENGINEER will make engineering investigations as are necessary and will compile such data as required for the design and drawings for the project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for constructing the project. Specific tasks include:

1. Final design, detailed construction drawings, specifications, and contract forms complete and ready for construction bids.
2. This design shall include the following:
 - 1) Utilization of existing designs, maps, soil borings and other available information to the maximum extent feasible.
 - 2) The site plans will be at a horizontal scale of 1' = 20', and plan/profiles shall be at a horizontal scale of 1" = 40' and a vertical scale of 1" = 4'.
 - (i) Specific information to be included on the plans will be roadway and driveway limits, curb locations, house locations, street addresses, existing utilities and service lines derived from as-built plans and field locations by "Dig Safe", test boring locations, specimen trees and hedge rows, fences, approximate right-of-way locations, easements, and street names.
 - (ii) The profiles will include the existing grade along the centerline of the proposed improvements and the approximate elevations of the existing utilities at the points of intersection. All elevations will be referenced to NGVD 29 or NAVD 88 vertical control datum as appropriate.
 - (iii) Technical specifications for the civil and site components of the project will be prepared and provided in the CSI 16 Division format.
 - (iv) The technical specifications will be supplemented with the DEC required "front-end" documents to make a set of construction contract documents suitable for public bidding purposes that will comply with BABA requirements and will include:
 - (a) Advertisement for Bids
 - (b) Information for Bidders
 - (c) Bid Form
 - (d) Contract Form
 - (e) General and Supplemental General Conditions
 - (f) Special Conditions
 - (g) Technical Specifications
 - (v) For the "90% design review" draft, set of blueprints of the construction drawings, the specifications, and the contract documents shall be provided by the ENGINEER as follows:
 - (a) Two (2) copies for the OWNER
 - (b) Two (2) copies for review agencies
 - (vi) For the final design plans, contract documents and specifications (construction set) the ENGINEER will provide the following in addition to two OWNER'S copies:
 - (a) Two (2) copies to the Vermont Department of Environmental Conservation

E. Opinion of Probable Cost

An opinion of probable construction cost and updated total project cost will be prepared, based upon completed final drawings and specifications, will be furnished to the OWNER. The total project cost summary will also be prepared in the WID PCS template.

F. Project Schedules

A general schedule for the construction phase of the project will be furnished to the OWNER. This schedule shall identify the following for which the construction contract WORK duration (continuous calendar days) is based:

- a. Execution of the Notice to Proceed
- b. Field work commencement
- c. Field work seasonal stoppage/start-up (if applicable)
- d. Substantial and/or Final Completion of WORK

G. Meetings

The ENGINEER will meet at reasonable and customary intervals to provide a close liaison with the OWNER, the State of Vermont Water Investment Division (WID) representatives, and other recognized authorities having jurisdiction in regard to the engineering of the project. Meetings at 30% and 60% design review stages are included in this agreement.

Subsurface/Geotechnical Investigation

Geotechnical technical investigation will be performed by Knights Consulting Engineers (KCE) as follows:

1. Approximately 2 additional soil boring locations will be pre-marked around the perimeter of the new Headworks and coordinated with DIG-SAFE to mark public utilities around the proposed soil borings. T&K Drilling will perform approximately 2 additional soil borings to verify depth to ledge.
2. Full-time observation of the ledge probing in order to review and perform indicator testing on the retrieved samples plus make adjustments to the program, as needed.
3. Design lateral pressure parameters will be provided for the structural design, and if applicable, increased loading due to seismic considerations will be included.
4. Preliminary sheeting design calculations for sizing purposes.
5. Perform buoyancy calculations and make recommendations as to building/foundation modifications to remediate uplift concerns.

KCE will compile the findings for each project into a brief summary report including: ledge probe results, design lateral loading/resistance information, temporary sheeting analysis & sizing, plus the buoyancy analysis and uplift mitigation.

Special Services

A. Environmental Review

An environmental information document has been prepared by Wright-Pierce and was submitted to the Water Investment Division (WID) in January 2024. Because of the location of the new headworks structure in the regulatory floodway, this environmental review will be processed by WID as a Finding of No Significant Impact (FONSI).

Coordination will be performed with WID and VDHP to request concurrence with the ARA and to request a Section 106 concurrence.

A+E will address any review comments from the original EID and will confirm any permits required by submitting a request for a Jurisdictional Opinion (JO) to Act 250 and documenting through the ANR Permit Navigator.

Preparation for and attendance at one (1) public hearing is included and a powerpoint presentation will be prepared for the public hearing(s). Post meeting, A+E will assist the City with preparation of the Public Meeting Report Form for submittal to the WID contact.

B. Funding Assistance

The City is in the process of submitting an RD Apply application for USDA/Rural Development funding by mid January 2025. A+E will assist the City with preparation of the engineering pieces of the application: cost estimates, project schedule, funding, upload of existing documents etc.

A+E will assist the City with items required by USDA during review of the funding request to include the VDHP Section 106, environmental review, etc.

During the preparation and review of the design documents, A+E will coordinate with USDA staff, and incorporate their program requirements into the documents.

C. Permitting Assistance

1. State of Vermont General Permit for Stormwater Runoff:
 - a. A+E shall prepare the Appendix A – Risk Evaluation and Soils Evaluation Tool, and is assumed to qualify as a low risk project.
 - b. Submittal of the Notice of Intent.

2. State of Vermont Act 250 Minor Amendment
 - a. The application will be prepared for a minor amendment of the Act 250 Land Use permit, to include the list of adjoiners. The on-line application will include the following sections and supporting exhibits:
 - Application Form
 - Schedule A – Fee Information
 - Schedule B – Response to 10 Criteria
 - Schedule E – Adjoiner Information
 - Schedule F – Certification of Service
 - b. Distribution of additional information will be performed electronically with a Certificate of Service.
3. City DRB/Site Plan Approval
 - a. The applications and exhibits will be prepared for the City DRB/Site Plan permits, to include the list of adjoiners.
4. Hydraulic/Hydrologic (H&H)Analysis
 - a. Site Visit, Field Observations and Existing Conditions Modeling
 - i. Site visit by Fitzgerald Environmental (FEA) staff with A+E and City of Barre staff.
 - ii. Perform limited field survey of river/floodplain in the project area to supplement LIDAR and existing survey data.
 - iii. Incorporate existing conditions topography into effective FEMA HEC-RAS model.
 - iv. Review results and confirm regulatory base flood elevation (BFE) for the proposed site.
 - b. Proposed Conditions Modeling and Permitting Support
 - i. Prepare proposed conditions HEC-RAS model based on the proposed site plan, and evaluate the results of modeling in comparison with the regulatory BFE.
 - ii. Coordinate with the City and others to make adjustments to the proposed plan to conform with municipal flood hazard regulations.
 - iii. Prepare a summary memorandum with supporting figures detailing the results of the H&H analysis and confirmation of no-rise and conformance with local and State flood hazard regulations. The memorandum will be signed by FEA engineer, Jordan Duffy, a Vermont Licensed Professional Engineer.
5. Meetings/Hearings/Site Visits
 - a. A+E will prepare for and attend up to four (4) meetings, site visits, or public hearings related to permitting issues.

D. Easement Assistance

The ENGINEER will assist the OWNER in the Certificate of Title to Site prepared and required by WID.

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 the ENGINEER’s compensation and time duration of the Agreement. Special Services will commence when incorporated into this scope of services by written Amendment signed by both parties. Examples of Special Services available are:

1. Permitting beyond that identified under Special Services.
2. Permit filling fees
3. Additional archeological investigation
Redesigns ordered by the OWNER or REGULATORY AGENCIES after final design plans have been reviewed and accepted.
4. Assistance to the OWNER on matters of easement or land acquisition, litigation or arbitration in regard to the project.

Agreement Summary:

Original agreement amount:	\$ <u>84,800</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>247,000</u>
Adjusted Agreement amount:	\$ <u>331,800</u>

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:

City of Barre

Aldrich + Elliott PC

By: _____
Print name: _____

By: Wayne Elliott
Print name: Wayne Elliott

Title: _____

Title: Senior Vice President

Date Signed: _____

Date Signed: 12-23-24

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

DEC CERTIFICATION PAGE

PROJECT NAME: Wastewater Treatment Facility New Headworks

PROJECT LOCATION: Barre, Vermont

APPLICANT & LOAN/GRANT NUMBER: RF1-356

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

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

SUMMARY OF ENGINEERING FEES

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

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study		LS/NTE
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services		LS
b. Special Services		NTE
c. Pre-Design (Preliminary) Services	\$46,600	LS
d. Subsurface/Geotechnical Investigation	\$16,100	NTE
e. Special Services	\$22,100	NTE
3. Step II – Final Design		
a. Final Design Plans and Contract Documents	\$189,100	LS
b. Subsurface Investigation	\$11,600	LS
c. Special Services	\$46,300	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	\$331,800	
6. Construction Costs (estimated)		
a. Contract 1	\$7,190,000	
b. Small Purchase	\$0	

Exhibit K – Amendment to Owner-Engineer Agreement.

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

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

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 II deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables
30%	March 2025	30% review meeting
60%	June 2025	60% review meeting
90%	July 2025	90% submittal
Final	August 2025	Final contract documents

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

Wayne Elliott

 Engineer

12/23/24

 Date

Wayne Elliott, PE Senior Vice President

 Name and Title

CITY OF BARRE

 Owner

 Date

 Name and Title



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 2/11/2025

Agenda Item No. 4-H

AGENDA ITEM DESCRIPTION: Approve Vermont State Revolving Loan Fund applications

SUBJECT: Procurement Policy

SUBMITTING DEPARTMENT/PERSON: The Manager

STAFF RECCOMENDATION: Authorize the Manager to execute applications 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	Notes
Wastewater Plant rate study	<ul style="list-style-type: none"> Wright and Pierce 	\$151,600	<p>The City Council has previously approved an application to the state revolving loan fund for purposes of conducting a rate study to determine the appropriate level of rates necessary to sustain operations at the Wastewater Plant.</p> <p>We are requesting Council approval to execute the loan agreement as prepared by the Vermont Bond Bank.</p>
Wastewater Plant collections system	Wright and Pierce	\$216,500	<p>The City Council has previously approved an application to the state revolving loan fund for purposes of conducting a rate study required by an assurance of discontinuance executed between the City and the Agency of Natural Resources.</p> <p>We are requesting Council approval to execute the loan agreement as prepared by the Vermont Bond Bank.</p>
Wastewater Plan headworks replacement	Aldrich + Elliot	\$254,500	<p>This is a new application for a state revolving fund loan to support the step II headworks final design amendment.</p> <p>The loan would pay for the engineering fee (\$247,000) and allowances are included for permit fees (\$5,000) and legal costs (\$2,500), totaling \$254,500.</p>

ATTACHMENTS: (1) Rate study loan agreement; (2) Collections system loan agreement; and (3) Headworks replacement loan application

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

RECOMMENDED ACTION/MOTION:

Move to authorize the City Manager to execute loan agreements and applications as described above.

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-370-1.0

Loan Amount: \$151,600.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

Attest:



Secretary

VERMONT BOND BANK

By: 

Executive Director

Attest:

Clerk

City of Barre

By: _____
Chair of the Governing Body

And by:

Treasurer

Date _____

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This planning loan is for the evaluation of the City's wastewater rates and intermunicipal agreements.

Conditions:

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

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

ENVIRONMENTAL:

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

ECONOMIC:

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

SOCIAL LEGISLATION:

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

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

MISCELLANEOUS AUTHORITY:

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

EXHIBIT C

\$151,600.00

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

The City of Barre (hereinafter called the “Municipality”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank, or registered assigns, the not-to-exceed sum of \$151,600.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 9/1/2029 as follows:

Vermont EPA Clean Water State Revolving Fund							
Barre City, Vermont							
Loan RF1-370-1.0							
Prepared on 7/16/2024							
Loan Terms							
Loan Amount:	\$151,600.00						
Loan Term Years:	5						
Interest rate:	0.0000%						
Administrative Fee:	0.0000%						
Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
9/1/2029	1	151,600.00	15,160.00	75,800.00	0.00	0.00	15,160.00
9/1/2030	2	60,640.00	15,160.00	0.00	0.00	0.00	15,160.00
9/1/2031	3	45,480.00	15,160.00	0.00	0.00	0.00	15,160.00
9/1/2032	4	30,320.00	15,160.00	0.00	0.00	0.00	15,160.00
9/1/2033	5	15,160.00	15,160.00	0.00	0.00	0.00	15,160.00
			75,800.00	75,800.00	0.00	0.00	
For planning purposes only. Figures subject to change based on actual disbursements.							

EXHIBIT C

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

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 6/25/2024.

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

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

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

City of Barre

By: _____

Majority of its Governing Body

Date _____

Treasurer

EXHIBIT C

\$151,600.00

City of Barre

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

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

Treasurer

EXHIBIT D

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

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

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

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Bond Bank respecting a Loan from said Bank in the amount of \$151,600.00 to be discounted by the amount of up to \$75,800, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

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

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

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

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

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

EXHIBIT D

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

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

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$151,600.00 to the Vermont Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

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

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

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

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

EXHIBIT D

ATTEST:

City of Barre

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-371-1.0

Loan Amount: \$216,500.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:



Secretary

VERMONT BOND BANK

By: 

Executive Director

Attest:

Clerk

City of Barre

By: _____
Chair of the Governing Body

And by:

Treasurer

Date _____

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This loan is funding a 20-yr Evaluation of the City's collection system.

Conditions:

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

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

ENVIRONMENTAL:

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

ECONOMIC:

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

SOCIAL LEGISLATION:

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

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

MISCELLANEOUS AUTHORITY:

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

EXHIBIT C

\$216,500.00

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

The City of Barre (hereinafter called the "Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank, or registered assigns, the not-to-exceed sum of \$216,500.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 9/1/2029 as follows:

Vermont EPA Clean Water State Revolving Fund							
Barre City, Vermont							
Loan RF1-371-1.0							
Prepared on 7/16/2024							
Loan Terms							
Loan Amount:		\$216,500.00					
Loan Term Years:		10					
Interest rate:		0.0000%					
Administrative Fee:		0.0000%					

Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
9/1/2029	1	216,500.00	11,650.00	100,000.00	0.00	0.00	11,650.00
9/1/2030	2	104,850.00	11,650.00	0.00	0.00	0.00	11,650.00
9/1/2031	3	93,200.00	11,650.00	0.00	0.00	0.00	11,650.00
9/1/2032	4	81,550.00	11,650.00	0.00	0.00	0.00	11,650.00
9/1/2033	5	69,900.00	11,650.00	0.00	0.00	0.00	11,650.00
9/1/2034	6	58,250.00	11,650.00	0.00	0.00	0.00	11,650.00
9/1/2035	7	46,600.00	11,650.00	0.00	0.00	0.00	11,650.00
9/1/2036	8	34,950.00	11,650.00	0.00	0.00	0.00	11,650.00
9/1/2037	9	23,300.00	11,650.00	0.00	0.00	0.00	11,650.00
9/1/2038	10	11,650.00	11,650.00	0.00	0.00	0.00	11,650.00
			116,500.00	100,000.00	0.00	0.00	

For planning purposes only. Figures subject to change based on actual disbursements.

EXHIBIT C

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

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 6/25/2024.

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

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

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

City of Barre

By: _____

Majority of its Governing Body

Date _____

Treasurer

EXHIBIT C

\$216,500.00

City of Barre

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

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

Treasurer

EXHIBIT D

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

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

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

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Bond Bank respecting a Loan from said Bank in the amount of \$216,500.00 to be discounted by the amount of up to \$100,000, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

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

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

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

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

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

EXHIBIT D

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

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

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$216,500.00 to the Vermont Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

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

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

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

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

EXHIBIT D

ATTEST:

City of Barre

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer

Water Infrastructure

FINANCING PROGRAMS



Vermont
Bond Bank



VERMONT WATER & WASTEWATER REVOLVING LOAN FUNDS

State Revolving Loan Programs FUNDING APPLICATION

IMPORTANT: Please select the Type of Entity and Loan Type(s) before completing the application. This information is used to set up the rest of the form.
This form MUST be completed electronically, handwritten applications will not be accepted.

Select the Type of Entity this application is for:

- Municipality, Fire District, or other similar entity
- Homeowners Association, LLC, Proprietorship, 501(c)3 Non-Profit, or other similar entity

LOAN TYPE

This section may be completed by engineer or applicant

A draft Engineering Services Agreement (ESA) must be submitted via ANR Online. Do not submit a draft ESA with this loan application.

This loan will be used for (select all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Step I Drinking Water Loan (Feasibility & Planning) | <input type="checkbox"/> Step I Clean Water Loan (Feasibility & Planning) |
| <input type="checkbox"/> Step II Drinking Water Loan (Final Design) | <input checked="" type="checkbox"/> Step II Clean Water Loan (Final Design) |
| <input type="checkbox"/> Step III Drinking Water Loan (Construction) | <input type="checkbox"/> Step III Clean Water Loan (Construction) |
| <input type="checkbox"/> Drinking Water Loan Amendment | <input type="checkbox"/> Clean Water Loan Amendment |
| <input type="checkbox"/> Municipal Source Water Protection Loan | <input type="checkbox"/> CWSRF Interim Financing |
| | <input type="checkbox"/> Pollution Control or ARPA Grant |

ANR Online Submission ID from the "Engineering Services Agreement Review and Approval" form:

HQ8-VE29-86QRM

APPLICANT INFORMATION

This section may be completed by engineer or applicant

LOAN APPLICANT

City of Barre

DATE OF APPLICATION

2025-01-07

SYSTEM NAME

Barre Wastewater Treatment Facility

WSID NUMBER

WASTEWATER PERMIT NUMBER

3-1272

MAILING ADDRESS

6 North Main Street

TOWN

STATE

ZIP+4

05641

PHONE

(802) 476-0250

CELL PHONE

TAX ID

03-6000356

SAM UNIQUE ENTITY ID

HG4DLHDB7YL3

CONTACT PERSON - AUTHORIZED REPRESENTATIVE

This section may be completed by engineer or applicant

All authorized representatives and any alternate authorized representatives must be members of the owner's governing body or direct employees of the owner and may not be independent contractors working for the owner.

CONTACT NAME	TITLE		
Brian Baker	Director of Public Works		
MAILING ADDRESS	TOWN	STATE	ZIP
6 North Main Street, Suite 1			05641
PHONE	CELL PHONE	EMAIL ADDRESS	
(802) 476-0250		PWdirector@barrecity.org	

ALTERNATE AUTHORIZED REPRESENTATIVE(S) (At least one Alternate Authorized Representative is Required)

This section may be completed by engineer or applicant

AUTHORIZED REPRESENTATIVE NAME	TITLE <input type="checkbox"/>		
Nicolas Storellicastro	City Manager		
MAILING ADDRESS	TOWN	STATE	ZIP
6 North Main Street, Suite 2			05641
PHONE	CELL PHONE	EMAIL ADDRESS	
(802) 476-0240		manager@barrecity.org	

Add Alternate Representative

ENGINEERING FIRM & REPRESENTATIVE (or Legal Firm and Attorney's Name if this is a Source Protection Loan)

This section may be completed by engineer or applicant

FIRM NAME	CONTACT NAME		
Aldrich + Elliott PC	Mike Mainer PE		
MAILING ADDRESS	TOWN	STATE	ZIP
6 Marketplace, Suite 2			05452
PHONE	CELL PHONE	EMAIL ADDRESS	
(802) 879-7733 X115		mmainer@aeengineers.com	

LOAN REQUEST

This section may be completed by engineer or applicant

Project Title: Wastewater Treatment Facility New Headworks

Total amount requested for this loan: \$ 254500

Total projected project cost: \$ 7600000

Please enter details of costs not included in the Engineering Services Agreement that the requested loan amount will cover:

The engineering fee is (\$247,000) and allowances are included in the amount required for permit fees (\$5,000) and legal (\$2,500), totaling \$254,500.

Please describe the source(s) of the additional funding needed to cover the difference between the amount requested for this loan and the total projected project cost:

This application is only for Step 2 final design.

Please describe the history of the project:

A preliminary engineering report was prepared by Wright-Pierce for evaluating the headworks and the proposed project consists of construction of a new headworks structure to include screening and grit removal.

Please describe who will benefit from the proposed project:

The sewer customers of the City and Town of Barre.

Do current and potential customers have alternative sources of water and is the proposed project the best and most cost-effective alternative?

N/A

Please provide a description of the project as it relates to this loan. Include specifications and materials used, water sources, and treatment facilities (attach sheets if necessary):

The proposed project consists of a new headworks structure, located upstream of the primary clarifiers, to include preliminary treatment with screening and grit removal.

Please include estimated or actual project cost summary/estimate of probable project costs.

SITE INFORMATION

This section may be completed by engineer or applicant

An attorney's legal opinion may be required regarding the site or sites where the project will be located. The Facilities Engineering Division's Construction Section will make this determination for the project.

Do you own all land or possess all the easements or rights-of-ways for project sites?

Yes No

ESTIMATED PROJECT SCHEDULE

This section should be completed by the engineer

Estimated Project Initiation Date:

Estimated Project Completion Date:

REVENUES

This section should be completed by the applicant

What is the Applicant's fiscal year?

User Rate Revenue Table

	Current FY - 2	Current FY - 1	Current FY (estimated)	Current FY + 1 (estimated)	Current FY + 2 (estimated)
Amount Billed	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Amount Collected	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Amount Uncollected/Outstanding	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Estimated Amount of Commercial Revenue	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Does the system use tax revenue to support any utility related activities, including capital projects?

Yes No

Will taxes or fees need to be adjusted based on the proposed project?

Yes No

WATER FEE BASIS & RATES (only applicable to public community water systems)

This section may be completed by engineer or applicant

What is your current method to assess water fees (check the description that most closely matches your methods)?

- Metered/Variable Rate - Rates are based on a metered rate (flow rate) in addition to a fixed rate (base rate).
- Unmetered Flat Rate - Customers are charged a flat rate that does not vary based on flow.
- Both Metered & Unmetered - There is a combination of metered and unmetered customers.
- Property Tax Based - Rates are based on property taxes.

Total Number of Residential Connections:

(multi-unit connections count as more than 1, for example, a duplex counts as 2 and a 10 unit apartment Building counts as 10)

Total amount of water used last year by commercial, industrial, and institutional connections (gal or cuft):

Calculate Equivalent Residential Units (ERUs) by dividing the number above by 76,650 gal or 10,240 cuft.:

Total Equivalent Residential Connections (ERUs) -->

EXPENDITURES / SYSTEM OPERATION & MAINTENANCE EXPENSES

This section should be completed by the applicant

Current Fiscal Year O&M Costs (exclusive of debt and reserve fund payments):

Post Project Fiscal Year O&M Costs (exclusive of debt and reserve fund payments):

Please attach a copy of your actual YTD revenue and expenses, and projected budget.

EXPENDITURES / SYSTEM DEBT

This section should be completed by the applicant

What is the applicant's total long-term outstanding debt?

What is the applicant's total annual long-term debt payment?

Direct Debt

	Current FY	Current FY + 1	Current FY + 2	Current FY + 3	Current FY + 4	Current FY + 5
Total Payment						

Long-Term Debt Schedule

Purpose of Long-Term Debt	Direct or Self-Supporting	Year of Maturity	\$ Amount Outstanding	
Wastewater Treatment Facility	Direct	2027		<input checked="" type="checkbox"/>
State of VT - Big Dig Project	Direct	2025		<input checked="" type="checkbox"/>
HVAC System At WWTF	Direct	2032		<input checked="" type="checkbox"/>
WW Portion of N. Main St Recon	Direct	2032		<input checked="" type="checkbox"/>
WW Biosolids	Direct	2039		<input checked="" type="checkbox"/>
WW Equipment	Direct	2041		<input checked="" type="checkbox"/>
WW Capital Projects	Direct	2049		<input checked="" type="checkbox"/>
Add Another Long-Term Debt				
Total As of -->				

Does the Applicant have any future borrowing plans over the next 5 years?

Yes No

Are there other capital projects in the near term (5 years)?

Yes No

Does the Applicant have an annual or cumulative deficit?

Yes No

Does the Applicant intend to increase user's fees/charges to pay for this debt service:

Yes No

Does the Applicant anticipate an increase in revenues as a result of these improvements?

Yes No

Does the Applicant anticipate a reduction in operating expenses as a result of these improvements?

Yes No

What are the economic trends in your service area - jobs, population increases/decreases, housing starts, property values, etc.? For Mobile Home Parks, please provide an occupancy history for the past five (5) years.

Population is stable, property values are rising and will continue as the community undergoes generational change. Employment is stable and growing in the manufacturing sector with a strengthening downtown historic district

List any current or potential connections using greater than 5% of demand or provide a general description of service area.

Town of Barre

SYSTEM RESERVE FUNDS

This section should be completed by the applicant

Does the Applicant have any reserve funds?

Yes No

Is the Applicant actively contributing to reserve funds in accordance with a short-term Asset Replacement Table (START)?

Yes No

What does the Applicant do with surpluses, if any?

Accumulate with intent for asset purchases

Reserve Funds

	Current FY	Current FY + 1	Current FY + 2	Current FY + 3	Current FY + 4
Amount Available					

Financial Documentation & Controls

This section should be completed by the applicant

Has anything occurred since the date of your last annual financial report or financial statement that would have a significantly negative effect on your revenues, expenditures, or ability to pay future debt service?

Yes No

Did the Applicant have more than one budget defeat in the last two years?

Yes No

Does the Applicant have any pending litigation in excess of \$10,000 on the system and/or the municipality?

Yes No

Does the Applicant offer a retirement plan to its employees (including VMERS)?

Yes No

If the Applicant has its own retirement plan separate from VMERS, does it have any unfunded pension liabilities?

Yes No

Describe the Applicant's budget control system. Does the Applicant use multi-year forecasting or interim (quarterly or monthly) financial reports to monitor your status?

FY24 budget is approved by council and used to set the user rates. The current year financial reports are provided to the department heads and the plant operator on, at minimum, a biweekly basis.

Are all account records currently maintained for:

Checkbook Yes No Don't Know

By Whom: Finance Dept

Comments:

Receipts

Yes

No

Don't Know

By Whom:

Water/City Clerks Office

Comments:

Disbursements

Yes

No

Don't Know

By Whom:

Director of Public Works

Comments:

Deposit Slips

Yes

No

Don't Know

By Whom:

Water Clerk

Comments:

Are bank statements reconciled on a regular basis?

Yes

No

Don't Know

By Whom:

Finance Dept

Comments:

Are bank accounts and ledger balances reconciled on a monthly basis?

Yes

No

Don't Know

By Whom:

Finance Dept

Comments:

Are financial records maintained in a computerized system?

Yes

No

Don't Know

By Whom:

Finance Dept

Comments:

Are any financial records maintained in manual form?

Yes

No

Don't Know

By Whom:

Finance Dept

Comments:

Does the applicant maintain separate reporting for this utility?

Yes No Don't Know

By Whom: Finance Dept

Comments:

Does someone other than the treasurer receive unopened bank statements and review bank reconciliations?

Yes No Don't Know

By Whom: Finance Dept

Comments:

Does the same individual open the mail and deposit checks?

Yes No Don't Know

By Whom: Treasurer/Assistant Treasurer/Water & Sewer Billing Dept

Comments:

Does the organization receive payments in cash?

Yes No Don't Know

By Whom: Water/City Clerk staff

Comments:

Does the Applicant have pre-numbered receipt books for cash payments?

Yes No Don't Know

By Whom: All who collect cash payments

Comments:

Are checks always written to specified payees and not to cash?

Yes No Don't Know

By Whom: Finance Dept

Comments:

Are pre-numbered checks used for all bank accounts?

Yes No Don't Know

By Whom: Finance Dept

Comments:

Are checks written by the same individual who approves payments?

Yes No Don't Know

By Whom: Finance Dept

Comments:

Department Heads and City Manager or Assistant City Manager approve payments, the finance department issues payment, City Treasurer or Assistant City Treasurer authorize payments and warrants are approved by City Council.

Have there been any changes in authorized signatures during the fiscal year?

Yes No Don't Know

By Whom:

Comments:

Has a signature stamp ever been used for any account?

Yes No Don't Know

By Whom: Treasurer

Comments:

Digital, password protected signature used for AP and Payroll checks

Is the organization professionally audited by a CPA?

Yes No Don't Know

By Whom: Sullivan Powers & Co., P.C.

Comments:

Does the Authorized Representative assist in the audit planning process?

Yes No Don't Know

By Whom: Assistant City Manager/Finance Director

Comments:

Is a specific individual responsible for correcting audit findings?

Yes No Don't Know

By Whom: Assistant City Manager/Finance Director

Comments:

Are regular financial reports prepared for the board?

Yes No Don't Know

By Whom: Assistant City Manager/Finance Director

Comments:

Are budget to actual reports prepared for each department?

Yes No Don't Know

By Whom: Assistant City Manager/Finance Director

Comments:

Has the Authorized Representative borrowed money from the utility?

Yes No Don't Know

By Whom:

Comments:

Has the organization had a theft, embezzlement or wire fraud in the last 5 years?

Yes No Don't Know

By Whom:

Comments:

Has the Treasurer or CFO participated in any business which does business with the system/utility?

Yes No Don't Know

By Whom:

Comments:

Does the Applicant loan money to employees?

Yes No Don't Know

By Whom:

Finance Dept

Comments:

Employees may take out payroll loans at the beginning of the calendar year for the health savings accounts. Repayment is within the same calendar year through payroll deductions.

Have board members attended financial trainings?

Yes No Don't Know

By Whom:

Comments:

Has the Treasurer/CFO attended trainings on recordkeeping?

Yes No Don't Know

By Whom:

Comments:

Does the Applicant have written financial policies and procedures?

Yes No Don't Know

By Whom:

Comments:

Does each employee have copies of these policies and procedures?

Yes No Don't Know

By Whom:

Comments:

KEY PERSONNEL

Please list the names and qualifications of the following key personnel including areas of expertise, years of experience in similar programmatic work, years at current position, and/or any relevant qualifications.

Please include all personnel related to the loan. Authorized Rep, Alternative Authorized Rep(s), Clerk, Board Members, Financial Manager, etc.
Failure to include all key personnel will result in the application being considered incomplete.

NAME

POSITION (select from the list or enter another value)

Nicolas Storelicastro

Town Manager/Administrator

X

QUALIFICATIONS:

10 years in public agency finance and management

NAME

POSITION (select from the list or enter another value)

Carolyn Dawes

Clerk

X

QUALIFICATIONS:

12 years as City Clerk and 4 years as City Councilor

NAME

POSITION (select from the list or enter another value)

Dawn Monahan

X

QUALIFICATIONS:

4 years as Finance Director

NAME

POSITION (select from the list or enter another value)

Thom Lauzon

Governing Body Chair

X

QUALIFICATIONS:

Add Another Key Person

ADDITIONAL COMMENTS

Provide any additional comments for your application here:

Certification

Authorization Date:

REPRESENTATIVE SIGNATURE PRINT NAME

REPRESENTATIVE SIGNATURE PRINT NAME

REPRESENTATIVE SIGNATURE PRINT NAME

REPRESENTATIVE SIGNATURE PRINT NAME

REPRESENTATIVE SIGNATURE PRINT NAME

Authorized Representative Certification

Authorized Representative Signature Date:

SIGNATURE OF AUTHORIZED REPRESENTATIVE PRINT NAME

Submit completed application and all attachments via the ANR Online website at:

<https://anonline.vermont.gov/?formtag=SRFLoanIntake>

City of Barre, Vermont
“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: February 11, 2025**

Consent Item No.: ^{4-l} _____ Discussion Item No. _____ Action Item No. _____

AGENDA ITEM DESCRIPTION: Approval of Form PVR-4155 Certificate of No Appeal or Suit Pending

SUBJECT: In order to close out the 2023 Grand List & 2024 Grand List, this annually required certification must be completed when there are no pending suits to recover taxes paid under protest, or outstanding appeals regarding the 2023 & 2024 Grand List years. This form, signed by the City’s Assessor already, requires Mayor and Council signature, per our Charter.

This form was not completed last year for the 2023 Grand List because of an ongoing appeal. This matter has been settled and the 2023 Grand List can also be closed at this time.

SUBMITTING DEPARTMENT or PERSON: Lawrence K. Martin, Assessor; Carly Martin, Asst. Assessor

STAFF RECOMMENDATION: Approve and sign the form, as there are no outstanding suits or appeals.

STRATEGIC OUTCOME/PRIOR ACTION: Closes the 2023 & 2024 Grand List

EXPENDITURE REQUIRED: None

FUNDING SOURCE(S): None needed

LEGAL AUTHORITY/REQUIREMENTS: 32 V.S.A. §4155

BACKGROUND/SUPPLEMENTAL INFORMATION: None

LINK(S): None

ATTACHMENTS: PVR Form 4155 ready for each Councilor signature and that of the City Manager, and attestation by City Clerk Cheryl Metivier


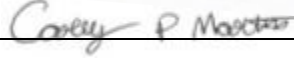
INTERESTED/AFFECTED PARTIES: City of Barre 2024 Grand List

RECOMMENDED ACTION/MOTION: Motion to approve and sign

Form PVR-4155
CERTIFICATE - NO APPEAL OR SUIT PENDING

We hereby certify that on this date there are not any appeals pending from action of the Listers nor suits pending to recover taxes paid under protest relating to the April 1, 2023 grand list of The City of Barre, Vermont.

Given under our hands at _____ in the County of _____, State of Vermont, this _____ day of _____, 2025.

Assessors	City Council
 _____	_____
 _____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attested this _____ day of _____, 2025.

_____, City Clerk

Attach to final grand list lodged with the town clerk.

32 V.S.A. § 4155. Certificate and attestation - No appeal or suit pending
When no statutory appeal as provided by law from the appraisal of the listers and no suit to recover taxes paid under protest is pending on the first Tuesday of February following such lodgment, the selectboard and listers of a town or the mayor and assessors of a city shall endorse a certificate to that effect upon the grand list and the same shall be attested by the town or city clerk with the date of such attestation.


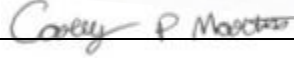
32 V.S.A. § 4156. After appeal and suit determined
When any such appeal or suit is then pending, such certificate shall be made as soon as such appeal or suit has been finally determined.

32 V.S.A. § 4157. Effect of such certificate
From the date of endorsing such certificate upon the grand list as aforesaid to the effect that no such appeal or suit is pending, when offered in evidence in any court in this state, such list shall be received as a legal grand list of such town or city and its validity shall not be put in issue by any party to any action in any hearing or trial in any court.

Form PVR-4155
CERTIFICATE - NO APPEAL OR SUIT PENDING

We hereby certify that on this date there are not any appeals pending from action of the Listers nor suits pending to recover taxes paid under protest relating to the April 1, 2024 grand list of The City of Barre, Vermont.

Given under our hands at _____ in the County of _____, State of Vermont, this _____ day of _____, 2025.

Assessors	City Council
 _____	_____
 _____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attested this _____ day of _____, 2025.

_____, City Clerk

Attach to final grand list lodged with the town clerk.

32 V.S.A. § 4155. Certificate and attestation - No appeal or suit pending
When no statutory appeal as provided by law from the appraisal of the listers and no suit to recover taxes paid under protest is pending on the first Tuesday of February following such lodgment, the selectboard and listers of a town or the mayor and assessors of a city shall endorse a certificate to that effect upon the grand list and the same shall be attested by the town or city clerk with the date of such attestation.

32 V.S.A. § 4156. After appeal and suit determined
When any such appeal or suit is then pending, such certificate shall be made as soon as such appeal or suit has been finally determined.

32 V.S.A. § 4157. Effect of such certificate
From the date of endorsing such certificate upon the grand list as aforesaid to the effect that no such appeal or suit is pending, when offered in evidence in any court in this state, such list shall be received as a legal grand list of such town or city and its validity shall not be put in issue by any party to any action in any hearing or trial in any court.

By check number for check acct 01(GENERAL FUND) and check dates 02/05/25 thru 02/05/25

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
21010 UNITED STEELWORKERS							
	PR 01082025	PR W/E 01/03/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	198.91	155622
	PR 01152025	PR W/E 01/10/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	205.37	155622
	PR 01222025	PR W/E 1/17/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	202.86	155622
	PR 01292025	PR W/E 1/24/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	218.13	155622

					0.00	825.27	
01031 ACCURA PRINTING							
	93078	Bus Cards - Houle J	001-6050-360.1161	INVESTIGATIONS MATERIALS	0.00	40.90	155536
01088 AFSCME COUNCIL 93							
	PR 02052025	PR W/E 1/31/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	277.68	E646
01150 AIRGAS USA LLC							
	9157188106	Oxygen	001-8050-350.1061	SUPPLIES - GARAGE	0.00	411.08	155537
	9157310613	Brush Wheel/Cup	003-8300-350.1060	SMALL TOOLS	0.00	100.38	155537

					0.00	511.46	
01003 ALDRICH PUBLIC LIBRARY							
	01302025	Voter-Approved Allocation	001-7010-220.0420	ALDRICH LIBRARY	0.00	70,218.00	155538
01060 AMAZON CAPITAL SERVICES							
	11VXDD4YK96W	File Folders	001-6050-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	49.14	155539
	11VXDD4YLKWY	Flashlights/Keys	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	323.82	155539
	1FTJ631G3GVR	Batteries	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	26.74	155539
	1G79YX9NWXN7	Tourniquet/Holder	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	244.70	155539
	1KVG4GH3LT31	Printer Ink Cartridges	001-6045-350.1055	METER SUPPLIES	0.00	46.89	155539
	1NPN4KW7KYWY	Batteries	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	13.37	155539
	1QJ796NDKXGG	Hand Warmers	001-6045-350.1055	METER SUPPLIES	0.00	33.50	155539
	1W11GK3XJRTM	Document Scanner	001-5010-350.1053	OFFICE SUPPLIES	0.00	279.99	155539
	1Y9NH733NGRP	Leg Strap/Tourniquet	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	176.22	155539
	1YJL6FDGLKYJ	Batteries	001-6045-350.1055	METER SUPPLIES	0.00	103.00	155539

					0.00	1,297.37	
01049 AMERICAN TOWER CORP							
	4803746	Tower Rent - Williamstown	001-6055-320.0725	TOWER RENTAL FEE	0.00	173.89	155541
01057 AT&T MOBILITY							
	222X01192025	Cell Ph 12/12/24-1/11/25	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	1,342.69	155542
	222X01192025	Cell Ph 12/12/24-1/11/25	001-6045-310.0616	MIFI	0.00	90.36	155542
	519X01192025	Cell Ph 12/12/24-1/11/25	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	638.10	155542
	519X01192025	Cell Ph 12/12/24-1/11/25	002-8200-200.0214	TELEPHONE	0.00	130.53	155542
	519X01192025	Cell Ph 12/12/24-1/11/25	002-8220-200.0214	TELEPHONE	0.00	175.89	155542
	519X01192025	Cell Ph 12/12/24-1/11/25	003-8300-200.0214	TELEPHONE	0.00	87.30	155542
	519X01192025	Cell Ph 12/12/24-1/11/25	003-8330-200.0214	TELEPHONE	0.00	111.84	155542
	519X01192025	Cell Ph 12/12/24-1/11/25	019-5040-200.0214	OFFICE/PHONE EXPENSE	0.00	44.07	155542

02/04/25
09:24 am

City of Barre Accounts Payable
Warrant/Invoice Report # 25-30

Page 2 of 10
Gretchen.Stigall

By check number for check acct 01(GENERAL FUND) and check dates 02/05/25 thru 02/05/25

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
					0.00	2,620.78	
23018 AUBUCHON HARDWARE							
	491062-25	Rust Deterrent Paint	003-8300-320.0743	TRUCK MAINT	0.00	166.18	155543
	491139	Pro Torch Kit	003-8330-350.1060	SMALL TOOLS	0.00	69.99	155543
	49114	Aluminum Ruler	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	29.98	155543
					0.00	266.15	
02136 BANWELL ARCHITECTS							
	00016	Site Design	050-5810-360.1160	2020 560K BOND	0.00	1,019.66	155544
02085 BARRE AREA DEVELOPMENT INC							
	01242025	Reimb - Expenses	001-8035-120.0175	BARRE AREA DEV CORP	0.00	15,213.25	E647
02123 BARRE PARTNERSHIP THE							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,250.00	155545
02067 BARRE SENIOR CENTER							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,875.00	155546
05107 BIOGENIE USA							
	USA-1487	WW Biosolid Compost	003-8330-230.0519	DISPOSAL OF SLUDGE	0.00	21,103.24	E648
02538 BROWN JEFFREY & HAILEY							
	01162025	Delinq Tax Refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	13.41	155547
02246 BURNOR MICHAEL & KAREN							
	01242025	Delinq Tax Refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	11.07	155548
03087 CAPITOL STEEL & SUPPLY CO							
	I040883	Wire Mesh	001-8050-350.1062	SUPPLIES - SW	0.00	225.00	155549
03209 CAPSTONE COMMUNITY ACTION							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	750.00	155550
03172 CARGILL INC							
	2910468369	Deicer Salt	001-8050-360.1184	SALT - SNO	0.00	5,826.54	155551
	2910489457	Deicer Salt	001-8050-360.1184	SALT - SNO	0.00	8,769.60	155551
					0.00	14,596.14	
03098 CENTRAL VT ADULT BASIC EDUCATION							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,925.00	155552
03055 CENTRAL VT COUNCIL ON AGING							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	3,750.00	155553
03056 CENTRAL VT HOME HEALTH & HOSPICE							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	7,000.00	155554

By check number for check acct 01(GENERAL FUND) and check dates 02/05/25 thru 02/05/25

Vendor

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

03277	CHARTER COMMUNICATIONS						
	01012025	107159701 JAN 2025	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	82.81	155555
03446	CINTAS CORPORATION NO. 2						
	4218318618	Uniforms	001-8050-320.0743	TRUCK MAINT - STS	0.00	35.52	155556
	4218318618	Uniforms	001-8050-340.0940	CLOTHING	0.00	102.38	155556
	4218318618	Uniforms	002-8200-340.0940	CLOTHING	0.00	37.63	155556
	4218318618	Uniforms	003-8300-340.0940	CLOTHING	0.00	39.38	155556
	4219050480	Uniforms	001-8050-320.0743	TRUCK MAINT - STS	0.00	35.52	155556
	4219050480	Uniforms	001-8050-340.0940	CLOTHING	0.00	102.38	155556
	4219050480	Uniforms	002-8200-340.0940	CLOTHING	0.00	37.63	155556
	4219050480	Uniforms	003-8300-340.0940	CLOTHING	0.00	39.38	155556
					-----	429.82	
03159	CIRCLE						
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	500.00	155557
03450	CLEMENS KRISTI						
	1	Workshop Prep/Fac	048-9130-360.1327	VLCT COMMUNITY GRANT EXP	0.00	1,578.60	155558
03083	COMMUNITY HARVEST OF CENTRAL VERMO						
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	375.00	155559
01215	CORPORATE BILLING LLC						
	122035800:01	Pinion Seal & Nut	001-8050-320.0743	TRUCK MAINT - STS	0.00	68.58	155561
01136	CORPORATE BILLING LLC						
	401039671:01	Fuel Tank	001-8050-320.0743	TRUCK MAINT - STS	0.00	950.00	155560
04126	DASH MEDICAL GLOVES INC						
	INV1323760	Nitrile Exam Gloves	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	99.00	155562
03997	DENOIA'S DRY CLEANERS LLC						
	01242025	Dry Cleaning	001-6050-340.0940	CLOTHING	0.00	431.50	155563
04133	DOWNSTREET HOUSING & COMMUNITY DEV						
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,250.00	155564
05069	EDWARD JONES						
	PR 02052025	PR W/E 1/31/25	001-2000-240.0006	ANNUITY PAYABLE	0.00	100.00	155565
23033	ELEVATE YOUTH SERVICE FKA WCYSB						
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,250.00	155566
05118	ELITE CONSTRUCTION						
	VT-1127-STR	City Hall Flood Repair 23	017-9332-360.1329	JULY 23 FLOOD EXPENSES	0.00	58,141.98	155567
05117	ELRICK CHRISTOPHER						
	01242025	Reimb - Boots	001-6050-340.0943	FOOTWARE	0.00	135.00	155568

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05119 EMERALD LAKE SOLAR LLC							
	229 NMR	Monthly Output 12/18-1/17	001-6043-200.0212	CITY HALL BM SOLAR PROJ	0.00	92.59	E649
	229 NMR	Monthly Output 12/18-1/17	001-7020-200.0212	AUD BM SOLAR PROJECT	0.00	168.19	E649
	229 NMR	Monthly Output 12/18-1/17	001-7030-200.0212	BOR BM SOLAR PROJECT	0.00	252.28	E649
	229 NMR	Monthly Output 12/18-1/17	001-7035-200.0212	PSB BM SOLAR PROJECT	0.00	226.78	E649
	229 NMR	Monthly Output 12/18-1/17	003-8330-200.0212	WWTP BM SOLAR PROJ	0.00	1,068.63	E649
					-----	-----	
					0.00	1,808.47	
16102 EMPOWER TRUST COMPANY LLC							
	PR 02052025	PR W/E 1/31/25	001-2000-240.0006	ANNUITY PAYABLE	0.00	947.51	E650
	PR 02052025A	PR W/E 1/31/25	001-2000-240.0006	ANNUITY PAYABLE	0.00	784.71	E650
					-----	-----	
					0.00	1,732.22	
05059 ENDYNE INC							
	518196	WSID 5254 TC	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	125.00	155569
	518634	Weekly Testing	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	70.00	155569
	518635	WSID 5254 TC	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	125.00	155569
					-----	-----	
					0.00	320.00	
05007 EVERETT J PRESCOTT INC							
	6440912	Maxadaptor Clamp	003-8430-500.1402	2.5M - SEWER LINE	0.00	185.40	155570
06009 F W WEBB CO							
	89136315	Pipes/Clamps	003-8330-320.0740	EQUIPMENT MAINT	0.00	325.76	155571
	89190602	Flashing/Couplings	003-8330-320.0731	SOLIDS PROCESS MAINT	0.00	200.16	155571
	89199763	Adaptor	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	20.46	155571
					-----	-----	
					0.00	546.38	
06095 FAMILY CENTER OF WASHINGTON COUNTY							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	875.00	155572
06053 FONTAINE FORESTRY & MILLWORK							
	2201-1141	Rough Hemlock	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	168.00	155573
07127 GOOD BEGINNINGS OF CENTRAL VT							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	250.00	155574
07055 GOOD SAMARITAN HAVEN							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	375.00	155575
07206 GREAT-WEST TRUST COMPANY, LLC							
	PR 02052025	PR W/E 1/31/25	001-2000-240.0006	ANNUITY PAYABLE	0.00	437.20	155576
07006 GREEN MT POWER CORP							
	04423 011425	DPW Garage 12/13-1/14	001-8050-200.0210	ELECTRICITY	0.00	990.46	155577

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	17784	011425 Pearl Ped Way 12/13-1/14	001-6060-200.0210	ELECTRICITY	0.00	178.56	155577
	19335	011425 Mrchnt Row 12/13-1/14/25	001-6045-200.0210	EVCS ELECTRICITY-MERCH RO	0.00	37.66	155577
	20586	011525 N Main/Maple 12/16-1/15	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	136.01	155577
	21123	012025 City Hall 12/18-1/17/25	001-6043-200.0210	CITY HALL ELECTRICITY	0.00	1,279.11	155577
	30586	011525 Maple/Summer 12/16-1/15	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	96.90	155577
	40586	011325 Historic Lts 12/12-1/13	001-6060-200.0210	ELECTRICITY	0.00	712.47	155577
	48336	011425 Prosp Brdg 12/13-1/14	002-8200-200.0204	ELECTRICITY-PROSPECT BDGE	0.00	468.74	155577
	51544	011425 Ent Alley 12/13-1/14	048-8315-200.0210	ENT ALY O&M	0.00	29.70	155577
	53423	011425 Wtr Dept Yard 12/13-1/14	002-8200-200.0207	ELECTRICIEY BURNHAM YD LI	0.00	35.28	155577
	55379	011425 Entrprse Alley 12/13-1/14	001-6060-200.0210	ELECTRICITY	0.00	167.92	155577
	60586	011325 Summer/Elm 12/12-1/13	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	73.54	155577
	62174	012025 WWTP 12/18-1/17/25	003-8330-200.0210	ELECTRICITY	0.00	18,353.49	155577
	81592	012025 AUD & BOR 12/18-1/17	001-7020-200.0210	ELECTRICITY	0.00	3,555.47	155577
	81592	012025 AUD & BOR 12/18-1/17	001-7030-200.0210	ELECTRICITY	0.00	5,333.22	155577
	83423	011425 Swr Dept Bldg 12/13-1/14	003-8300-200.0210	ELECTRICITY	0.00	185.23	155577
	89392	012025 PS Bldg 12/18-1/17/25	001-7035-200.0210	ELECTRICITY	0.00	2,822.63	155577
	95693	011525 Dente Pk 12/16-1/15	001-8040-200.0210	ELECTRICITY CURRIER/DENTE	0.00	37.34	155577
					0.00	34,493.73	
07992	GUYETTE GABRIEL						
	01242025	Reimb - Boots	001-6050-340.0943	FOOTWARE	0.00	250.00	155580
08001	HACH CO						
	14324575	Spectrophotometers	002-8220-320.0738	LAB EQUIP UPGRADES	0.00	3,287.80	155581
	14328139	Lab pH Kit/Turb Clean	002-8220-320.0737	LAB MAINT	0.00	2,014.00	155581
	14328139	Lab pH Kit/Turb Clean	002-8220-320.0796	CAPITAL ASSETS - WTP	0.00	3,997.60	155581
					0.00	9,299.40	
20097	IAFF LOCAL #881						
	PR 02052025	PR W/E 1/31/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	340.00	E652
09021	IRVING ENERGY						
	708815	Propane	001-7030-330.0836	PROPANE	0.00	373.37	155582
	709331	Propane	001-7030-330.0836	PROPANE	0.00	210.99	155582
	709680	Propane	001-7030-330.0836	PROPANE	0.00	825.99	155582
	855515	Propane	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	249.98	155582
	85746	Propane	001-7035-330.0836	PROPANE	0.00	1,904.62	155582
	932774	Propane	001-8500-330.0828	FUEL OIL - OFFICE	0.00	118.52	155582
					0.00	3,683.47	
10024	J A GOULD PLUMBING & HEATING INC						
	052565	Changed Pressure Reducer	001-8500-320.0727	BUILDING MAINT (HOPE)	0.00	525.95	155583
12310	LAPERLE HEATING AND AIR CONDITIONI						
	1189	Hot Water Unit Install	003-8330-320.0728	HEATING/COOLING MAINT	0.00	9,000.00	155584
12024	LAROCHE TOWING & RECOVERY						
	32765	Towing	001-8050-320.0743	TRUCK MAINT - STS	0.00	450.00	155585

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12054 LAWSON PRODUCTS INC							
	9312101405	Roller Chain	001-8050-350.1061	SUPPLIES - GARAGE	0.00	169.88	155586
	9312133868	Plug Brass Fitting	001-8050-350.1061	SUPPLIES - GARAGE	0.00	16.74	155586
					-----	186.62	
12009 LOWELL MCLEODS INC							
	S84678	Trailer Swing Away	001-8050-320.0742	SNOW EQUIP MAINT	0.00	104.48	155587
	S85055	Shackle Anchor Screw	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	46.72	155587
					-----	151.20	
13061 MAINE OXY							
	3003100769	Propane	001-7030-330.0836	PROPANE	0.00	319.17	155588
	3003109589	Propane	001-7030-330.0836	PROPANE	0.00	177.33	155588
					-----	496.50	
13094 MALTZ SALES CO INC							
	109434	LMI Pump	003-8330-320.0740	EQUIPMENT MAINT	0.00	2,427.44	155589
13967 MARIO AUDELO							
	01162025	Delinq Tax Refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	84.68	155590
13088 MCMASTER-CARR							
	39020032	Web Sling/Shackle	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	2,037.48	155591
	39024244	Routing Clamp	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	92.45	155591
	39046052	PVC Incline Pipe Mixer	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	599.63	155591
	39053568	Strut Mount Supplies	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	336.85	155591
	39107665	Brackets	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	283.67	155591
	39121449	Fiberglass Pans/Bins	002-8220-320.0740	EQUIPMENT MAINT	0.00	385.69	155591
	39121877	Swivel Caster	002-8220-320.0740	EQUIPMENT MAINT	0.00	73.19	155591
	39191091	Flowmeter	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	582.83	155591
	39460525	Chemical-Resistant PVC	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	2,176.21	155591
	39465379	PVC Incline Pipe Mixer	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	273.38	155591
	39468725	Strut Channel	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	151.69	155591
	39628716	Strut Channel/Strainer	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	810.51	155591
	39682912	Flat Spray Nozzle	003-8330-320.0731	SOLIDS PROCESS MAINT	0.00	78.69	155591
	39691701	PVC On/Off Valve	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	382.16	155591
					-----	8,264.43	
13075 MCWILLIAM JAMES							
	01302025	1/13-1/30/25 33.5 Hrs	048-8000-320.0762	BOR BANNER EXP	0.00	837.50	155593
13189 MILES SUPPLY INC							
	0191295-01	Paper Towel Roll	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	61.41	155594
19060 MOSAIC VERMONT, INC							
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	625.00	155595

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13977	MT MANSFIELD UNION HS						
	01282025	D1 Classic 2025	050-6100-320.0740	CIVIC CENTER EQUIPMENT	0.00	473.50	155596
14148	NEACP INC						
	01172025	Annual Dues - Vail, B	001-6050-360.1161	INVESTIGATIONS MATERIALS	0.00	100.00	155597
14016	NELSON ACE HARDWARE						
	293255	Battery	002-8220-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	15.09	155598
	293296	Hose Nozzle	001-8050-350.1061	SUPPLIES - GARAGE	0.00	8.09	155598
	293320	Washers/Nuts/Brackets	003-8330-320.0732	CHEMICAL SYSTEM MAINT	0.00	47.42	155598
	293322	Drano	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	11.69	155598
	293339	Hacksaw	003-8330-350.1060	SMALL TOOLS	0.00	122.55	155598
	293340	Hacksaw/Returned Hacksaw	003-8330-350.1060	SMALL TOOLS	0.00	160.55	155598
	293340	Hacksaw/Returned Hacksaw	003-8330-350.1060	SMALL TOOLS	0.00	-122.55	155598
	293350	Painting Supplies	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	28.59	155598
	293350	Painting Supplies	001-8050-320.0743	TRUCK MAINT - STS	0.00	28.59	155598
	293391	Painting Supplies	001-8050-320.0742	SNOW EQUIP MAINT	0.00	138.61	155598
	293395	Paint Tray/Thinner	001-8050-320.0743	TRUCK MAINT - STS	0.00	25.20	155598
	293451	Anchors/Screws	002-8220-320.0740	EQUIPMENT MAINT	0.00	15.55	155598
					-----	0.00	479.38
14055	NORWAY & SONS INC						
	19717	Review Scope of Work	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	80.00	155600
	19718	Install Outlet	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	189.85	155600
	19901	Light/Switch Repairs	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	444.21	155600
					-----	0.00	714.06
15020	O'REILLY AUTOMOTIVE INC						
	5666-380903	Floor Mat/Boot Brush	001-8050-320.0742	SNOW EQUIP MAINT	0.00	102.77	155601
	5666-380903	Floor Mat/Boot Brush	001-8050-320.0743	TRUCK MAINT - STS	0.00	29.99	155601
	5666-381164	Exhaust Pipe Gasket	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	12.69	155601
	5666-381892	Paper	003-8300-320.0743	TRUCK MAINT	0.00	7.99	155601
	5666-382117	Floor Mats/MAP	002-8200-320.0743	TRUCK MAINT	0.00	100.00	155601
	5666-382117	Floor Mats/MAP	002-8200-350.1060	SMALL TOOLS	0.00	111.93	155601
	5666-382166	Muffler Clamp	003-8300-320.0743	TRUCK MAINT	0.00	22.14	155601
	5666-382232	Muffler Clamp Return	003-8300-320.0743	TRUCK MAINT	0.00	-10.88	155601
	5666-382234	Muffler Clamp	003-8300-320.0743	TRUCK MAINT	0.00	11.26	155601
	5674-351106	LED Bar Combo	003-8300-320.0743	TRUCK MAINT	0.00	89.99	155601
					-----	0.00	477.88
16132	PACKARD FUELS INC						
	175014	#2 Fuel Oil	001-6043-330.0833	FUEL OIL	0.00	41.63	155603
	175015	#2 Fuel Oil	001-8500-330.0828	FUEL OIL - OFFICE	0.00	256.52	155603
	175016	#2 Fuel Oil	001-7020-330.0831	FUEL OIL - AUD/ANNEX	0.00	12,715.59	155603
	175021	#2 Fuel Oil	003-8330-330.0825	FUEL OIL	0.00	618.36	155603

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	175042	#2 Fuel Oil	001-8050-330.0829	FUEL OIL - GARAGE	0.00	640.95	155603
	175043	#2 Fuel Oil	001-8050-330.0829	FUEL OIL - GARAGE	0.00	786.09	155603
	175044	#2 Fuel Oil	003-8330-330.0825	FUEL OIL	0.00	1,865.26	155603
	175114	#2 Fuel Oil	001-7020-330.0831	FUEL OIL - AUD/ANNEX	0.00	2,224.95	155603
	175279	#2 Fuel Oil	001-8050-330.0829	FUEL OIL - GARAGE	0.00	721.75	155603
	175319	#2 Fuel Oil	001-6043-330.0833	FUEL OIL	0.00	217.68	155603
	175320	#2 Fuel Oil	001-6043-330.0833	FUEL OIL	0.00	6,492.61	155603
	175348	#2 Fuel Oil	001-6043-330.0833	FUEL OIL	0.00	9,216.63	155603
	437084751	Diesel on Rd	001-8050-330.0835	VEHICLE FUEL	0.00	15,428.62	155603
	437084773	#2 Fuel Oil	001-8050-330.0835	VEHICLE FUEL	0.00	9,276.05	155603
	437084773A	Delivery Charge	001-8050-330.0835	VEHICLE FUEL	0.00	35.07	155603
					0.00	60,537.76	
16105	PARRO'S GUN SHOP & POLICE SUPPLIES						
	127363	Cuff Key/Inert Trainer	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	176.87	155606
16074	PEOPLES HEALTH & WELLNESS CLINIC						
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	750.00	155607
16077	PERSHING LLC						
	PR 02052025	PR W/E 1/31/25	001-2000-240.0006	ANNUITY PAYABLE	0.00	45.00	155608
16003	PIKE INDUSTRIES INC						
	1312703	Asphalt	001-8050-360.1172	BITUMINOUS HOT MIX-ST5	0.00	4,087.56	155609
16125	PORTLAND GLASS						
	361-1179314	Window Repairs	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	2,055.24	155610
16301	PUTNEYS GARAGE						
	484001	Towing	001-6050-360.1161	INVESTIGATIONS MATERIALS	0.00	125.00	155611
	850429	Towing	001-6050-360.1161	INVESTIGATIONS MATERIALS	0.00	125.00	155611
	850446	Towing	001-6050-360.1161	INVESTIGATIONS MATERIALS	0.00	125.00	155611
					0.00	375.00	
18148	R K MILES						
	89768/7	Plywood/Deck Screws	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	189.62	155612
18245	RAINBOW BRIDGE COMMUNITY CENTER						
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	750.00	155613
19418	SANEL NAPA - BARRE						
	410003	Boost Pack	001-8050-350.1061	SUPPLIES - GARAGE	0.00	139.99	155614
	410045	Rust Shield	003-8300-320.0743	TRUCK MAINT	0.00	168.99	155614
	410140	Motor Oil	001-6040-320.0720	CAR/TRUCK MAINT	0.00	66.20	155614
	410218	Tire Bead Sealer	001-8050-350.1061	SUPPLIES - GARAGE	0.00	18.87	155614
	410260	Bracket	003-8300-320.0743	TRUCK MAINT	0.00	16.26	155614
	410270	US 60 Series Strobe	003-8300-320.0743	TRUCK MAINT	0.00	70.80	155614

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Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	410368	White Paint Marker	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	3.99	155614
	410407	Seat Cover	002-8200-320.0743	TRUCK MAINT	0.00	39.81	155614
	410431	Clamp	003-8300-320.0743	TRUCK MAINT	0.00	4.28	155614

					0.00	529.19	
19219	SMITH MICHAEL						
	3536880	Reimb - Boots	002-8200-340.0943	FOOTWARE	0.00	87.50	155616
	3536880	Reimb - Boots	003-8300-340.0943	FOOTWARE	0.00	87.50	155616
	3536881	Reimb - Clothing	002-8200-340.0940	CLOTHING	0.00	91.99	155616
	3536881	Reimb - Clothing	003-8300-340.0940	CLOTHING	0.00	92.00	155616

					0.00	358.99	
19431	SP & F ATTORNEYS PC						
	88985	Legal Svc 11/5-11/27/24	001-5030-120.0170	PROF SERVICES - CITY ATT	0.00	1,011.40	155617
	89906	Legal Svc 12/3-12/31/25	001-5030-120.0170	PROF SERVICES - CITY ATT	0.00	2,670.09	155617

					0.00	3,681.49	
19448	STANLEY GAVIN						
	S0098392362	Reimb - Boots	003-8300-340.0943	FOOTWARE	0.00	59.99	155618
19454	SYMBOLARTS LLC						
	0518554	Statue Coin	040-0280-360.1166	S/A PROJECT MATERIALS	0.00	2,782.50	E651
20026	TI-SALES INC						
	INV0180035	Cable Assembly	002-8220-320.0740	EQUIPMENT MAINT	0.00	1,492.68	155619
20002	TIMES ARGUS ASSOC INC						
	300235818	Civil Authority Agenda	001-5010-230.0510	ADVERTISING/PRINTING	0.00	210.00	155620
	300235831	FP Friday 1/25/25	001-5010-230.0510	ADVERTISING/PRINTING	0.00	250.00	155620
	300235847	Agenda Ad 1/28/25	001-5010-230.0510	ADVERTISING/PRINTING	0.00	144.43	155620

					0.00	604.43	
20005	TOWN OF BARRE						
	23060	Lawn Waste Site 2024	001-8050-320.0747	YARD WASTE COLLECTIONS	0.00	14,608.97	155621
22015	VANASSE HANGEN BRUSTLIN INC						
	0465474	Hill Street W/S Design	002-8420-500.1402	2.5M-Hill St	0.00	4,101.88	155623
	0465474	Hill Street W/S Design	003-8430-500.1402	2.5M - SEWER LINE	0.00	4,101.88	155623

					0.00	8,203.76	
22013	VERMONT DEPT OF HEALTH						
	1558	Certified Paper	001-5070-220.0417	RECORDING OF RECORDS	0.00	158.00	155624
22138	VT ASSOC FOR BLIND & VISUALLY IMPA						
	01312025	Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	250.00	155625

02/04/25
09:24 am

City of Barre Accounts Payable
Warrant/Invoice Report # 25-30

By check number for check acct 01(GENERAL FUND) and check dates 02/05/25 thru 02/05/25

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
22040	01312025	VT CENTER FOR INDEPENDENT LIVING Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	750.00	155626
23064	01312025	WASHINGTON COUNTY DIVERSION PROGRA Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	625.00	155627
23059	01312025	WASHINGTON COUNTY MENTAL HEALTH Q2 Allocation FY25	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	2,500.00	155628
Report Total						396,047.43	

To the Treasurer of City of Barre, We Hereby certify
that there is due to the several persons whose names are
listed hereon the sum against each name and that there
are good and sufficient vouchers supporting the payments
aggregating \$ ***396,047.43
Let this be your order for the payments of these amounts.

Client ID: 22BA
Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:
 2/5/2025

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
1	Abare, Lance R.	1,247.60	81.61	77.35	18.09	28.32	0.00	77.35	18.09
140	Aldrich, Brady A	80.00	0.00	4.96	1.16	0.22	0.00	4.96	1.16
3	Aldsworth, Joseph G.	2,059.46	215.35	112.57	26.33	73.34	0.00	112.57	26.33
216	Arnold, Sarah	1,148.46	91.83	71.21	16.65	31.73	0.00	71.21	16.65
163	Baker, Brian L	2,096.80	135.77	125.60	29.38	52.40	0.00	125.60	29.38
206	Baker, Tom M	1,682.69	93.78	100.96	23.61	58.97	0.00	100.96	23.61
6	Baril, James A.	2,438.31	301.35	137.50	32.16	92.14	0.00	137.50	32.16
7	Benjamin, Kenneth S.	1,210.01	117.20	73.00	17.07	36.90	0.00	73.00	17.07
8	Bennington, William A.	1,347.39	97.56	80.27	18.77	32.76	0.00	80.27	18.77
9	Benson, Nicholas J.	1,816.50	215.94	109.00	25.49	66.52	0.00	109.00	25.49
11	Blackshaw, Brook W.	1,939.14	191.77	113.32	26.50	63.45	0.00	113.32	26.50
204	Blouin, Trevor J	1,108.80	40.25	65.11	15.23	22.00	0.00	65.11	15.23
122	Bombardier, Timothy	1,416.66	186.78	87.84	20.54	72.77	0.00	87.84	20.54
14	Bramman, Kathryn H.	1,232.80	123.19	75.04	17.55	37.42	0.00	75.04	17.55
155	Brault, Marcel T	1,152.48	103.04	71.45	16.71	28.29	0.00	71.45	16.71
17	Brown, Anderson C.	2,059.33	295.66	126.54	29.59	103.35	0.00	126.54	29.59
19	Bullard, Don A.	1,394.41	184.89	86.46	20.21	58.30	0.00	86.46	20.21
21	Carminati Jr., Joel F.	1,110.40	33.97	64.32	15.04	23.32	0.00	64.32	15.04
179	Cassani II, Mario E	1,205.93	88.84	70.93	16.59	29.87	0.00	70.93	16.59
22	Cetin, Matthew J.	1,702.59	108.68	94.84	22.18	36.52	0.00	94.84	22.18
23	Charbonneau, Michael J.	1,501.50	114.69	79.48	18.59	36.14	0.00	79.48	18.59
25	Clark, Kailyn C.	1,152.41	83.18	71.45	16.71	31.70	0.00	71.45	16.71
26	Collins, April M.	970.40	66.23	58.31	13.63	26.97	0.00	58.31	13.63
27	Copping, Nicholas R.	1,718.10	170.63	95.53	22.34	52.92	0.00	95.53	22.34
28	Cruger, Eric J.	1,388.52	115.30	77.59	18.14	36.32	0.00	77.59	18.14
29	Cushman, Brian K.	2,132.40	153.64	121.50	28.41	49.08	0.00	121.50	28.41
33	Degreenia, Catherine I	2,315.78	333.97	134.13	31.37	101.33	0.00	134.13	31.37
34	Demell, William M.	1,156.80	94.90	63.61	14.88	29.43	0.00	63.61	14.88
173	DeRose, TJ T	1,431.20	155.52	86.41	20.21	55.39	0.00	86.41	20.21
35	Dexter, Donnel A.	1,528.40	179.47	85.77	20.06	55.58	0.00	85.77	20.06
36	Dodge, Shawn M.	1,486.93	132.44	88.65	20.73	52.38	0.00	88.65	20.73
38	Drown, Jacob D.	1,880.00	197.66	104.31	24.39	61.03	0.00	104.31	24.39
39	Durgin, Steven J.	1,783.88	144.75	99.77	23.33	45.16	0.00	99.77	23.33
40	Eastman Jr., Larry E.	1,978.40	213.97	111.26	26.02	65.93	0.00	111.26	26.02
215	Elrick, Christopher	1,018.80	68.99	63.16	14.77	27.74	0.00	63.16	14.77
42	Farnham, Brian D.	2,005.35	248.92	121.32	28.37	76.41	0.00	121.32	28.37
43	Fecher, Jesse T.	1,501.25	115.08	91.68	21.45	47.17	0.00	91.68	21.45
44	Fleury, Jason R.	1,712.81	175.89	94.23	22.03	54.50	0.00	94.23	22.03
189	Forsell, Christopher A	1,328.64	41.52	70.99	16.60	25.84	0.00	70.99	16.60
45	Frey, Jacob D.	2,680.65	328.84	157.23	36.77	97.85	0.00	157.23	36.77

Client ID: 22BA
Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:
2/5/2025

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
203	Frey, Matthew J	1,018.80	68.99	63.17	14.78	27.74	0.00	63.17	14.78
205	Galiano, Jeanne M	1,634.62	144.50	97.83	22.88	56.00	0.00	97.83	22.88
46	Gaylord, Amos R.	1,601.85	176.55	96.37	22.54	54.70	0.00	96.37	22.54
47	Gilbert, David P.	1,237.20	121.97	74.45	17.41	38.33	0.00	74.45	17.41
49	Guyette, Brandon L.	1,632.71	162.12	97.59	22.82	61.29	0.00	97.59	22.82
160	Guyette, Gabriel D	1,018.00	88.76	63.12	14.76	24.30	0.00	63.12	14.76
50	Hastings III, Clark H.	1,252.07	117.06	73.13	17.10	36.86	0.00	73.13	17.10
156	Hayden, Gregory William	1,723.68	202.24	104.48	24.43	55.68	0.00	104.48	24.43
52	Hedin, Laura T.	1,375.60	116.45	79.75	18.65	35.40	0.00	79.75	18.65
54	Herring, Jamie L.	1,681.35	107.80	102.85	24.05	44.59	0.00	102.85	24.05
55	Hoar, Brian W.	1,853.28	75.93	102.15	23.89	35.69	0.00	102.15	23.89
188	Hood, James R	1,427.07	18.10	84.94	19.86	30.14	0.00	84.94	19.86
56	Houle, Jonathan S.	1,660.00	189.85	101.77	23.80	58.69	0.00	101.77	23.80
59	Kelly Jr, Joseph E.	1,277.51	42.45	67.14	15.71	15.91	0.00	67.14	15.71
184	Kirby, Kristopher J	1,100.00	24.39	58.73	13.74	20.10	0.00	58.73	13.74
201	Knudsen, Alexander M	1,108.80	78.52	65.21	15.25	30.40	0.00	65.21	15.25
61	Kosakowski, Joshua D.	1,490.00	167.90	88.41	20.67	52.11	0.00	88.41	20.67
213	Kreis, Bradley J	32.00	0.00	1.98	0.46	0.00	0.00	1.98	0.46
174	Kuras, Sarah V	1,355.81	123.57	79.69	18.64	38.81	0.00	79.69	18.64
165	LaBarge-Burke, Michelle J	1,102.40	72.17	65.40	15.30	28.63	0.00	65.40	15.30
62	Lane, Zebulyn M.	1,316.00	140.13	79.89	18.69	43.78	0.00	79.89	18.69
172	Larrabee, David M	1,055.37	80.96	56.00	13.10	25.54	0.00	56.00	13.10
64	Lowe, Robert L.	1,525.82	128.86	83.47	19.53	40.99	0.00	83.47	19.53
208	Lynch, Nancy T	1,490.38	116.01	88.77	20.76	40.73	0.00	88.77	20.76
65	Machia, Delphia L.	1,057.20	88.09	64.91	15.18	27.53	0.00	64.91	15.18
68	Maloney, Jason F.	1,628.92	131.90	93.27	21.81	43.01	0.00	93.27	21.81
70	Martel, Joell J.	1,806.62	184.86	95.05	22.23	57.19	0.00	95.05	22.23
171	Martineau, Brenda J	1,094.40	92.83	62.28	14.56	28.85	0.00	62.28	14.56
71	McGowan, James R.	1,362.00	153.14	74.24	17.36	31.73	0.00	74.24	17.36
73	Metivier, Cheryl A.	1,231.20	108.96	70.77	16.55	34.42	0.00	70.77	16.55
75	Monahan, Dawn M.	2,294.00	173.21	130.98	30.63	55.89	0.00	130.98	30.63
77	Morris, Scott D.	1,295.44	141.34	80.32	18.79	59.32	0.00	80.32	18.79
78	Morrison, Camden A.	1,341.39	118.73	78.22	18.30	37.35	0.00	78.22	18.30
79	Morse, Bradley P.	168.00	0.00	10.41	2.44	3.16	0.00	10.41	2.44
80	Mott, John C.	305.78	18.27	18.96	4.43	7.78	0.00	18.96	4.43
191	Murphy, Carson	489.13	16.95	30.32	7.09	12.88	0.00	30.32	7.09
164	Murphy, Michael T	1,085.04	102.55	67.27	15.74	31.57	0.00	67.27	15.74
82	Noack, Rodney	1,130.80	80.11	66.12	15.46	30.84	0.00	66.12	15.46
152	Pike, Roxanne L	869.21	80.41	52.49	12.28	32.55	0.00	52.49	12.28
183	Placey-Noyes, Tyler C	1,147.80	76.16	64.14	15.00	29.74	0.00	64.14	15.00

Client ID: 22BA
Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:
 2/5/2025

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
88	Poirier, Holden R.	1,581.60	178.14	96.68	22.61	55.18	0.00	96.68	22.61
89	Pouliot, Brooke L.	1,201.20	86.32	74.47	17.42	30.28	0.00	74.47	17.42
90	Pretty, Alyssa A.	1,130.80	80.89	70.11	16.40	31.06	0.00	70.11	16.40
91	Protzman, Todd A.	575.00	39.72	35.65	8.34	13.38	0.00	35.65	8.34
93	Pullman, David L.	1,013.84	81.93	61.47	14.38	25.17	0.00	61.47	14.38
192	Rawson, Joseph A	1,388.26	147.12	82.54	19.30	46.29	0.00	82.54	19.30
212	Rea, Cara L	926.00	57.34	53.54	12.53	24.49	0.00	53.54	12.53
95	Reale, Michael R.	1,730.69	212.08	107.30	25.09	65.36	0.00	107.30	25.09
97	Rivard, Sylvie R	1,106.40	94.18	63.03	14.74	29.23	0.00	63.03	14.74
99	Rubalcaba, David T.	2,448.07	343.70	149.41	34.94	104.74	0.00	149.41	34.94
101	Ryan, Patty L.	1,410.80	123.41	87.47	20.46	56.68	0.00	87.47	20.46
147	Ryan, Robert E	95.60	0.00	5.92	1.39	11.00	0.00	5.92	1.39
214	Sabens, Christopher S	927.99	50.04	49.78	11.64	22.45	0.00	49.78	11.64
103	Seaver, Debbie L.	1,176.40	132.22	60.23	14.08	45.08	0.00	60.23	14.08
104	Shatney, Janet E.	1,670.00	113.15	95.31	22.30	37.13	0.00	95.31	22.30
202	Sheltra, Kimberly A	1,050.00	50.61	65.10	15.23	25.54	0.00	65.10	15.23
105	Smith, Clint P.	1,226.80	107.16	70.50	16.48	32.59	0.00	70.50	16.48
151	Smith, Michael P	1,080.80	29.95	61.45	14.37	13.43	0.00	61.45	14.37
185	Stanley, Gavin P	1,217.10	92.44	72.83	17.03	36.67	0.00	72.83	17.03
193	Stigall, Gretchen	1,126.80	39.01	64.41	15.07	25.00	0.00	64.41	15.07
148	Storelicastro, Nicolas R	4,253.68	358.67	263.73	61.68	117.19	0.00	263.73	61.68
110	Strassberger, Kirk E.	1,310.82	71.32	71.32	16.68	26.10	0.00	71.32	16.68
187	Taylor, Therese M	1,200.00	81.20	70.77	16.55	31.15	0.00	70.77	16.55
112	Tillinghast, Zachary M.	1,854.83	199.60	106.23	24.84	61.62	0.00	106.23	24.84
113	Tucker, Randall L.	1,751.01	159.46	97.75	22.86	48.30	0.00	97.75	22.86
114	Tucker, Russell W.	1,392.80	120.54	77.34	18.09	33.35	0.00	77.34	18.09
115	Vail, Braedon S.	2,227.20	228.59	137.61	32.18	85.14	0.00	137.61	32.18
180	Webster, James P	1,121.20	83.06	62.43	14.60	38.88	0.00	62.43	14.60
186	Young, Arthur D	1,352.00	56.87	75.24	17.60	30.37	0.00	75.24	17.60
REPORT TOTAL		152,946.92	13,394.56	8,950.31	2,093.20	4,600.53	0.00	8,950.31	2,093.20



City of Barre, Vermont

“Granite Center of the World”

CITY COUNCIL AGENDA: 2/11/2025

Agenda Item No.: 8-A

AGENDA ITEM DESCRIPTION: 2nd Reading Warned 6:20 P.M. Ord. #2025-01 Open Meetings Law updates

SUBMITTING DEPARTMENT or PERSON: The Manager

STAFF RECOMMENDATION: Approve ordinance changes

BACKGROUND INFORMATION:

As part of a cure to an acknowledged open meeting law violation, the City Council agreed to update the sections of City ordinance that contained provisions that were no longer consistent with state law. A 1st Reading was held on January 28, 2025. Below is a summary of the proposed amendments:

Chapter 2 of City Ordinance: Administration

- Provides that regular meetings shall be publicly posted at least 48 hours in advance;
- Provides that special meetings shall be publicly posted at least 24 hours in advance;
- Emergency meetings shall be posted to the same extent as required by state law;
- Provides that the locations of meetings shall be in City Hall unless otherwise properly warned;
- Provides that regular Council meetings shall start between 5:00 and 7:00 P.M., with the start time listed on a properly warned agenda;
- Removes mandated order of agenda items; and
- Updates pronouns and makes conforming/technical changes to match current organization of City departments.

Since 1st Reading, the draft incorporated minor wording changes recommended by the Council and made updates to the Fire & Emergency Medical Services section to comply with current practices.

ATTACHMENTS: (1) Draft changes to Chapter 2

RECOMMENDED ACTION/MOTION:

Move to approve Ordinance #2025-01.

City of Barre
Chapter 2 – ADMINISTRATION
#2025-01

The City Council of the City of Barre, Vermont will hold a second reading on Tuesday, February 11, 2025 at 6:20 P.M. in the City Council Chambers to discuss the following revision to the Code of Ordinances, amended Chapter 2 – Administration, as follows:

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

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

Chapter 2 -- ADMINISTRATION

Art. I. In General, Secs. 2-1-2-20

Art. II. City Council, Secs. 2-21--2-36

Art. III[. Reserved, Secs. 2-37--2-42

Art. IV.] City Manager, Secs. 2-43--2-58

Art. IV. Administrative Departments, Secs. 2-59--2-200

Div. 1. Generally, Secs. 2-59--2-67

Div. 2. Permitting, Planning & [~~Inspection~~] **Assessing** Services (Ord. No. 2010-04, 11/09/10)[, Secs. 2-68--2-75]

Div. 3. [~~Cemeteries and Parks~~] **Facilities & Grounds**[, Secs. 2-76--2-81]

Div. 4. Fire **& Emergency Medical Services**[, Secs. 2-82--2-93]

Div. 5. Health[, Secs. 2-94--2-102]

Div. 6. Police[, Secs. 2-103--2-116]

Div. 7. Public Works[, Secs. 2-117--2-127]

[Div. 8. Sewage Disposal, Secs. 2-128--2-138

— Div. 9. Street, Secs. 2-139--2-148

— Div. 10. Water, Secs. 2-149--2-158

— Div. 11. Engineering, Secs. 2-159--2-168

— Div. 12. Recreation, Secs. 2-169--2-182

— Div. 13. General Services, Secs. 2-183--2-200]

Art. V[E]. City Officers, Secs. 2-201--2-258

Div. 1. Generally, Secs. 2-201--2-210

Div. 2. City Attorney, Secs. 2-211--2-220

Div. 3[. City Physician, Secs. 2-221--2-230

— Div. 4. Superintendent of Fire Alarm System Secs. 2-231--2-240

— Div. 5.] Appointed Officers, Secs. 2-241--2-258

Art. VI[E]. [~~Citizens' Advisory Committee, Secs. 2-259--2-272~~

Art. VIII.] Emergency Management Department, Secs. 2-273--2-281

ARTICLE I. IN GENERAL

Sec. 2-1. Definitions.

For the purposes of this chapter the following words shall have the meanings indicated unless their context clearly requires otherwise:

CITY OFFICER means:

- (1) A person duly qualified who holds an elective office of the city under the charter.
- (2) A person duly qualified who holds an office or position by virtue of appointment by the council or a city officer under the charter, the city ordinances or general law, including but not limited to the heads of departments, executive directors of agencies, members of an agency, board or commission of the city; provided, however, that a person serving as a member of a board, commission, committee or other body whose functions are principally advisory shall not be deemed to be a city officer.

NEWS MEDIA means an organization publishing a newspaper or magazine, a radio station or a television station.

PUBLIC BODY means an agency, board, committee, commission or other body of the city government, whose members are appointed by the council or a city officer by virtue of provisions of the laws.

THE LAWS means the charter, general laws, provisions of this Code and city ordinances. (Ord. No. 1965-4, Sec. 2.1.01)

Sec. 2-2. Seal of the city adopted.

The seal, impression of which follows, is hereby adopted as the seal of the city: (Ord. No. 1974-3, 6-11-74)

Sec. 2-3. Flag of the city adopted; description.

The flag of the city shall be a green field with the gold seal of the city in the center. (Ord. No. 1965-9)

Sec. 2-4. Government of city; composition

The government of the city shall consist of the council and the city officers. (Ord. No. 1965-4, Sec.1.1.01)

Sec. 2-5. Emergency interim successors to council and city; offices; appointment.

Emergency interim successors shall be appointed pursuant to provisions of Chapter 7 of Title 20 of VSA or other pertinent general law. (Ord. No. 1965-4, Sec. 1.1.02)

Sec. 2-6. Public bodies-Meetings.

Insofar as the following provisions are not in conflict with other provisions of law pertaining specifically to it, a public body shall observe the following with respect to all its meetings or sessions:

- (1) Notice of regular meetings shall be **publicly** posted **as required by state law** [~~on the city hall bulletin board at least seven (7) days~~] **at least forty-eight (48) hours in advance of the meeting** [~~, excluding holidays, in such form as the council shall prescribe by resolution. The council may also require that notices shall be published in a newspaper~~].
- (2) Notices of special meetings shall be **publicly** posted as required **by state law at least twenty-four (24) hours in advance** [~~in the preceding subdivision (1), except that the mayor or three (3) alderman may reduce the time limited for posting to not less than four (4) hours, in which case the news media located in the city shall be notified at least four (4) hours before such meeting~~]. **Notices of emergency meetings shall be publicly posted to the same extent as required by state law.**
- (3) All notices shall [~~set forth the agenda for the meeting, or an article or articles setting forth the purpose of the meeting~~] **be in a format as required by state law.**

- (4) All meetings shall be held in city hall, unless otherwise [~~specifically authorized to be held in another public place, open to the public, by resolution of the council~~] **properly warned to be held elsewhere on the agenda.**
- (5) Executive session shall be held pursuant to [~~1 VSA sections 311 through 314 and any amendments thereto~~] **the requirements of, and for the purposes allowed by, state law.**
- (6) Within [~~three (3)~~] **five (5)** days after a meeting the clerk or secretary of the public body shall furnish the clerk a copy of the minutes of the meeting, together with a report on the subject matter considered in executive session. The clerk shall transmit a copy of such minutes and report to the council at its next regular meeting. (Ord. No. 1965-4, Sec. 2.3.01; Ord. No. 1980-6, 6-3-80; Ord. No. 1983-1, 1-13-83)

Sec. 2-7. Same-Regulations, bylaws and rules of procedure.

A public body authorized by law to issue regulations, to adopt bylaws or make rules for conduct of its meetings or affairs, shall upon taking such action furnish copies thereof to the council. It shall likewise furnish copies of any amendments subsequently made.

Any other public body may make rules for conduct of its meetings or affairs, which shall take effect when approved by the council. Such rules may be amended or repealed with the approval of the council.

Bylaws, rules and regulations of public bodies shall be published [~~in a appendix to this Code~~] **on the website of any such public body.** (Ord. No. 1965-4, Secs. 2.4.01-2.4.03)

Cross references--Rules and regulations of the police department, App. C; rules and regulations of the fire department, App. D.

Sec. 2-8. Same--news media, petitions, conduct of meetings.

- (a) In the meeting room of a public body, representatives of the news media shall be allotted space [~~and furnished with a table~~] for their use.
- (b) Electronic and photographic equipment and devices [~~, such as but not limited to cameras, tape recorders, broadcasting equipment and television equipment~~] shall be permitted [~~when used by representatives of the news media~~], but only in conformity with rules for the maintenance of good order, dignity and noninterference with proceedings, as may be prescribed by resolution **or policies** of the council.
- (c) [~~Any equipment or device requiring connection with the city's electric service may be made only after securing a permit from the council and paying the estimated cost of electricity to be consumed or one dollar, whichever is the greater.~~]

The right to petition and to communicate with a public body is to be held inviolate and observed by all public bodies, **subject to reasonable rules established by the public body and its presiding officer.** A person present at a meeting may present a petition or communication to a public body, which, when so requested therein, shall be read at the meeting; provided, however, that if the communication or petition exceeds [~~three hundred (300) words~~] **two (2) minutes in length when read,** it need not be read, but copies furnished by the person submitting the same, shall be made available to members of the public body. Petitions and communications shall be presented to the presiding officer of the public body. (Ord. No. 1965-4, Sec. 2.5.03)

Sec. 2-9. Same--Addresses by outsiders, disturbances, etc.

- (a) It shall be unlawful for any person, other than a member of the public body holding the meeting, to address or attempt to address any regular or special meeting of a public body, except upon consent of the presiding

officer or a majority of the members present. Any infraction of this subsection may be excused for extenuating circumstances by a majority vote of the public body, in which case no prosecution for the offense shall be brought.

(b) A person desiring to address a public body shall, unless invited to do so by the presiding officer, submit an oral or written request to the presiding officer.

(c) It shall be unlawful for a person not a member of the public body holding a meeting, to disturb or interrupt any meeting of a public body. Any person so offending may be summarily ejected from city hall or other public place in which the meeting is held, on order of the presiding officer or a majority of the members of the public body present at the meeting. (Ord. No. 1965-4, Sec. 2.5.10)

Sec. 2-10. Same--Annual report.

The council may, by resolution, require a public body or public bodies to submit a report for inclusion in the annual municipal report. Such report shall be in the form and length prescribed by the council. (Ord. No. 1965-4, Sec. 2.7.01)

Sec. 2-11. Same--Duty to perform prescribed functions and duties and exercise prescribed powers.

Public bodies of the city shall perform the functions and duties and have the powers prescribed for them by the laws or resolutions of the council. (Ord. No. 1965-4, Sec. 18.1.01)

Secs. 2-12--2-20. Reserved.

ARTICLE II. CITY COUNCIL*

Sec. 2-21. Meetings.

~~[(a)]~~Regular meetings of the council shall ~~[be held in the council chamber in city hall at]~~ **commence between 5:00pm and 7:00 p.m** on the days set for regular meetings by the charter., **with the start time and the meeting location warned on a properly posted agenda.**

~~[(b) When the day set for a regular meeting falls on a holiday or an election day, a special meeting of the council shall be held on the day preceding such holiday or election day, at the same place and hour as is provided for a regular meeting. (Ord. No. 1965-4, Sec. 6.2.01)]~~

Charter reference--Council to meet **twice monthly on [every Tues.] Tuesday unless the Council approves an alternative day,** Acts of 1955, No.304, Sec. 27; **1990 No. M-5, Sec. 2; 2007 No. M-5, Sec. 5.**

Sec. 2-22. Rules governing meetings.

All meetings of the city council[;] **and** all annual or special meetings of the city~~[-all school district meetings]~~ shall be conducted in accordance with the Robert's Rules of Order. (Ord. No. 1983-1, 1-13-83)

Sec. 2-23. Agenda.

The manager shall be responsible for preparation of the agenda for all meetings of the council, subject to its direction. (Ord. No. 1965-4, Sec. 6.4.03)

Sec. 2-24—2.25. Reserved [Order of business.

The order of business of the council shall be:

- (a) ~~Action on minutes of preceding meeting or meetings, if special meetings have been held between regular meetings;~~
- (b) ~~Readings of warrants and action thereon;~~
- (c) ~~Petitions and communications;~~
- (d) ~~Reports of officers and public bodies;~~
- (e) ~~Old business on agenda;~~
- (f) ~~New business on agenda;~~
- (g) ~~Requests or comments of members of the council.]~~

~~[Sec. 2-25. Reserved.]~~

Editor's note-Section 2-25, relative to Robert's Rules of Order, has been deleted pursuant to Ord. No. 1983-1, adopted Jan. 13, 1983. Said section formerly derived from Ord. No. 1965-4, Sec. 6.3.02.

Sec. 2-26. Minutes of meetings; distribution; approval.

Minutes of the preceding regular meeting and all intervening special meetings shall be furnished to members of the council **for its approval at the subsequent meeting** ~~[before each regular meeting. If no corrections or amendments are offered, the presiding officer shall declare the minutes approved as printed or typed].~~ (Ord. No. 1965-4, Sec. 6.4.02)

Sec. 2-27. Resolutions; minutes; agenda.

All resolutions shall be presented to the council in writing. When adopted they shall be numbered by the clerk in the same manner as prescribed for in ordinances; for example, Resolution No. 1965-1.

All resolutions shall be recorded by the clerk in a book kept for the purpose, which shall be entitled: "Resolutions of the City Council of the City of Barre, Vermont." (Ord. No. 1965-4, Sec. 6.4.01)

~~Secs. 2-28--2-36. Reserved.~~

ARTICLE III[-. RESERVED*]

~~Secs. 2-37--2-42. Reserved.~~

~~*Editor's note~~—Art. III, Sec. 2-37, relative to the mayor, has been deleted pursuant to Ord. No. 1983-1, adopted Jan. 13, 1983. Said former provisions derived from Ord. No. 1965-4, Sec. 8.1.01.

ARTICLE IV.] CITY MANAGER

~~Sec. 2-43. Reserved.~~

Editor's note-Section 2-43, general provisions relative to the city manager, has been deleted pursuant to Ord. No. 1983-1, adopted Jan. 13, 1983. Said section formerly derived from Ord. No. 1965-4, Sec. 10.1.01.

Sec. 2-44. Disability; appointment of acting manager.

(a) The manager shall be deemed disabled within the meaning of the charter when ~~[he is]~~ **the manager is** not

physically able to attend to ~~his~~ **their** duties. In such case ~~he~~ **the manager** shall appoint an acting manager, and upon ~~his~~ **their** failing to do so the council shall make such appointment.

(b) Appointment of an acting manager by the manager shall be in writing. The original shall immediately be filed with the clerk and copies sent to all members of the council by the clerk. Provided, however, if the appointment is for one day or less or over a weekend, the clerk need not notify the members of the council. (Ord. No. 1965- 4, Sec. 10.1.02)

Secs. 2-45--2-58. Reserved.

ARTICLE IV. ADMINISTRATIVE DEPARTMENTS

DIVISION 1. GENERALLY

Sec. 2-59. Created.

The following administrative departments are hereby created, through the instrumentality of which the council and the manager shall exercise such functions as by the laws are assigned to each department respectively:

- (a) Department of permitting, planning and ~~inspection~~ **assessing** services; (Ord. No. 2010-04, 11/09/10)
- (b) ~~Cemetery and parks department~~ **Facilities and grounds department**;
- (c) Fire **and emergency medical services** department;
- (d) Department of health;
- (e) Police department; **and**
- (f) Public works department~~;~~;
- ~~(g) General services department.~~ (Ord. No. 1965-4, Sec. 12.1.01; Ord. No. 1983-1, 1-13-83)

Editor's note-Pursuant to Ord. No. 1983-1, all references to the department of housing or the department of welfare will be deleted from the Code as pages are pulled for supplementation.

Sec. 2-60. Director to head each department.

Each department shall be headed by city officer to be known as a director, unless otherwise provided **by the manager**. ~~He~~ **The director** shall be the chief administrative officer of the department and shall be responsible for its conduct. (Ord. No. 1965-4, Sec. 12.1.02)

Sec. 2-61. Reporting requirements.

The head of each department shall submit [monthly] **quarterly** reports to the council, which shall cover the activities of the department and other matters deemed pertinent. (Ord. No. 1965-4, Sec. 12.2.04)

Sec. 2-62. Additional functions and duties.

The functions and duties of a department provided for in this chapter shall not limit the department, which may be assigned additional functions and duties by ordinance or by resolution of the council. (Ord. No. 1965-4, Sec. 12.1.03)

Secs. 2-63--2-67. Reserved.

DIVISION 2. PERMITTING, PLANNING & ~~INSPECTION~~ **ASSESSING SERVICES** (Ord. Rev. 11/09/10)

Sec. 2-68. Powers and duties.

The department of permitting, planning & ~~[inspection]~~ **assessing** services is responsible for planning for the City and for administering and enforcing the land-use regulations and related ordinances in effect. The department shall coordinate the inspection services and allied services of the city, and shall provide proper and effective administration of the building, electrical, fire prevention, zoning and other laws of the city. (Ord. No. 1965-4, Sec. 12.3.01)(Ord. No. 2010-04, 11/09/10)

Sec. 2-69. Reserved [~~Building inspector designated as director.~~

~~The building inspector shall ex officio be director of the department.(Ord. No. 1965-4, Sec. 12.3.03)]~~

Charter reference-Appointment of building inspector, Sec. 66.

Sec. 2-70. Officers designated.

The following officers shall be within the department and shall be under the general supervision of its director:

- (a) ~~[Building inspector;~~
- (b) ~~Electrical inspector;~~
- (c) ~~Fire prevention inspectors;~~
- (~~d~~) Zoning administrator; **and**[
- (e) ~~Flood hazard area administrator.~~
- (f) ~~Vacant building administrator.]~~
- (b) Assessor.** (Ord. No. 1965-4, Sec. 12.3.02; Ord. No. 1983-1, 1-13-83)(Ord. No. 2010-04, 11/09/10)

Secs. 2-71--2-75. Reserved.

DIVISION 3. ~~[CEMETERIES AND PARKS]~~ FACILITIES AND GROUNDS

Sec. 2-76. Reserved. [~~Composition; director.~~

~~The cemetery and parks department shall include a board of cemetery and parks commissioners and director of cemeteries and parks, who shall be head of the department. (Ord. No. 1965-4, Sec. 12.4.01; Ord. No. 1983-1, 1-13-83)]~~

Sec. 2-77. Powers and duties.

The ~~[cemetery and parks]~~ **facilities and grounds** department shall have charge of the cemeteries, **playgrounds, buildings** and parks of the city, and shall have all the powers and perform all the duties prescribed by the laws for operation of cemeteries and parks. (Ord. No. 1965-4, Sec. 12.3.02; Ord. No. 1983-1, 1-13-83)

Secs. 2-78--2-81. Reserved.

DIVISION 4. FIRE AND EMERGENCY MEDICAL SERVICES*

Sec. 2-82. Established; powers and duties; cooperation with other cities.

The fire **and emergency medical services** department is hereby established for the purpose of providing adequate fire-fighting protection, ~~[and]~~ the prevention of fires, **and emergency medical services**. It shall also perform such functions as are usually delegated to fire departments. It shall be the duty of the department to attend to all fires to which it is called in the city, and to fulfill the city's contracts with other municipalities for

fire-fighting services. (Ord. No. 1965-4, Sec. 12.6.01)

Sec. 2-83. Fire chief designated director of department; acting director.

The fire chief shall be director of the department. In [his] the fire chief's absence or in case of [his] their disability, the [highest ranking officer of the regular division on duty shall be the acting director of the department, until] the city manager shall [designates] designate an acting director. (Ord. No. 1965-4, Sec. 12.6.03; Ord. No. 1983-7, 10-26-83)

Sec. 2-84. [Reserved.]

~~Editor's note—Ord. No. 1984-1, adopted Feb. 21, 1984, repealed Sec. 2-84. Said section, formerly relative to divisions of the fire department, derived from Ord. No. 1965-4, Sec. 12.6.02; Ord. No. 1976-2, adopted May 4, 1976; Ord. No. 1979-1, adopted Oct. 16, 1979, and Ord. No. 1983-1, adopted Jan. 13, 1983.~~

Sec. 2-85.] Appointment [and procedures].

~~[Before appointment, an applicant for a position in the fire department shall successfully pass such written and oral examinations as the city manager shall cause to be prepared.~~

~~He shall be given a physical examination by a duly licensed physician designated by the city.~~

~~Applicants successfully passing such tests and examinations shall be interviewed by the fire chief and the city manager. The city manager shall make the appointment] Sworn members of the fire and emergency medical services department shall be appointed by the city manager subject to established policies, rules, regulations and the collective bargaining agreement. (Ord. No. 1965-4, Sec. 12.6.04; Ord. No. 1983-1, 1-13-83; Ord. No. 1983-7, 10-26-83)~~

Sec. [2-86] 2-85. Suspension; removal[; probation].

~~[(a) An] A sworn officer or member of the fire and medical services department may be suspended or removed [in the same manner as is prescribed for police officers. (See 24 V.S.A.1932.) However, upon appointment a fireman shall serve a probationary period of one year, during which time he may be removed by the city manager without hearing] by the city manager in accordance with general law and the collective bargaining agreement.~~

~~[(b) A member of the fire department who is appointed to an office in the department, of the rank of captain or higher, shall serve a probationary period of one year, during which time he may be removed from the office by the city manager. (Ord. No. 1965-4, Sec. 12.6.05; Ord. No. 1983-1, 1-13-83; Ord. No. 1983-7, 10-26-83)~~

Sec. 2-87. Annual physical examination required.

~~After appointment, all firefighters shall be given a physical examination at least once a year by a duly licensed physician designated by the city. If certified unfit for duty due to a permanent disability, the member shall be given an opportunity of re-examination. (Ord. No. 1965-4, Sec. 12.6.06; Ord. No. 1983-1, 1-13-83)]~~

Sec. 2-88. Regulations governing conduct; publication requirement.

~~The members of the fire department shall be governed by regulations of the department presently in force. Such regulations may be amended by the council. They shall be published in an appendix to this Code. (Ord. No. 1965-4, Sec. 12.6.07)]~~

Secs. [2-89] 2-86--2-93. Reserved.

DIVISION 5. HEALTH

Sec. 2-94. Created; powers and duties.

The health department is hereby created. It shall coordinate the functions of the health officials of the city and provide an administrative office and a repository of records for these officials. (Ord. No. 1965-4, Sec. 12.8.01; Ord. No. 1983-1, 1-13-83)

Sec. 2-95. Reserved.

Editor's note--Pursuant to Ord. No. 1983-1, adopted Jan. 13, 1983, Sec. 2-95, relative to the supervisor of welfare, has been deleted. Said provisions derived from Ord. No. 1965-4, Sec. 12.8.03.

Sec. 2-96. Division--Designated.

The health department shall consist of [~~two (2) divisions~~]:

- (a) ~~The health division in which shall be~~ the health officer and the board of health[;
- (b) ~~The city physician's division in which there shall be the city physician~~]. Ord. No. 1965-4, Sec. 12.8.02; Ord. No. 1983-1, 1-13-83)

Sec. 2-97. Same--Powers and duties.

The divisions of the health department shall exercise the functions and perform the duties and have the powers assigned by the laws to the officers in the respective divisions. (Ord. No. 1965-4, Sec. 12.8.05)

Secs. 2-98--2-102. Reserved.

DIVISION 6. POLICE*

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

The police department is hereby established for the purpose of providing for enforcement of the laws, apprehension of criminal offenders, guarding the public safety, preventing crime, controlling vehicular traffic, and generally to carry out the functions and perform duties assigned to the police. (Ord. No. 1965-4, Sec. 12.10.01; Ord. No. 2024-01, 3-26-24)

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

- a) The Chief of police shall be director of the police department. In their absence or in case of their disability, the deputy chief shall be the acting director of the department, unless the city manager designates an acting chief. (Ord. No. 1965-4, Sec. 12.10.03; Ord. No. 1983-7, 10-26-83; Ord. No. 2024-01, 3-26-24)
- b) The City Council shall establish by resolution the appointment procedures for the office of chief of police. (Ord. No. 2024-01, 3-26-24)

Sec. 2-105. Appointment procedures.

Sworn members of the police department shall be appointed by the city manager subject to the established laws, policies, rules, and regulations. (Ord. No. 1965-4, Sec. 12.10.04; Ord. No. 1983-7, 10-26-83; Ord. No. 2024-01, 3-26-24))

Sec. 2-106. Removal; suspension.

Sworn members of the police department may be removed or suspended by the city manager, as provided by general law. (See 24 V.S.A.1932) (Ord. No. 1965-4, Sec. 12.10.05; Ord. No. 1983-7, 10-26-83; Ord. No. 2024-01, 3-26-24)

Sec. 2-107 – 2-116 reserved.

DIVISION 7. PUBLIC WORKS

Sec. 2-117. Created; purpose.

The [~~Public~~] **public** works department is hereby created, for the purpose of integrating and coordinating the functions of the sub-departments within it, and to provide general administrative supervision. (Ord. No. 1965-4, Sec. 12.12.01)

Sec. 2-118. Director of public works designated as director; powers and duties.

There is hereby created the office of director of public works [~~, who may be the head of one or more sub-departments. He~~] **The director** shall be head of the public works department and shall have supervisory powers over the sub-departments and coordinate their activities. (Ord. No. 1965-4, Sec. 12.12.03)

Sec. 2-119. Sub-departments designated.

There shall be within the public works department, the following sub-departments:

- (a) [~~Sewage disposal~~] **Sewer** department;
- (b) Street department;
- (c) Water department;
- (d) Engineering department;
- (e) **Wastewater and water treatment department.** (Ord. No. 1965-4, Sec. 12.12.02)

Secs. 2-120--2-127. Reserved.

~~[DIVISION 8. SEWAGE DISPOSAL~~

~~Sec. 2-128. Created; powers and duties.~~

~~The sewage disposal department is hereby created. It shall control, operate, and maintain the sanitary sewerage systems of the city, and the sewage disposal plant. (Ord. No. 1965-4, Sec. 12.12.10)~~

~~Sec. 2-129. Superintendent of sewage system; office created; designated as director; responsibilities.~~

~~There is hereby created the office of superintendent of the sewage system, who shall be the director or the sewage disposal department. He shall be responsible for its management and conduct. (Ord. No. 1965-4, Sec. 12.12.11)~~

~~Secs. 2-130--2-138. Reserved.~~

~~DIVISION 9. STREET~~

~~Sec. 2-139. Created; powers and duties.~~

~~There is hereby created the street department, whose function shall be to construct, repair, maintain and clear the public streets, including sidewalks and bridges, and control, operate and maintain the surface sewers and drains of the city. It shall also have charge of collection and disposal of wastes and the municipal disposal areas. (Ord. No. 1965-4, Sec. 12.12.15)~~

~~Sec. 2-140. Superintendent of streets designated as director; responsibilities.~~

~~The superintendent of streets shall be the director of the street department. He shall be responsible for its management and conduct. (Ord. No. 1965-4, Sec. 12.12.16)~~

~~Secs. 2-141-2-148. Reserved.~~

~~DIVISION 10. WATER~~

~~Sec. 2-149. Created; powers and duties.~~

~~There is hereby created the water department, whose function shall be to operate, repair, maintain and supervise the water system of the city and the waterworks of the city. It shall also have charge of the municipal forests outside the city and reservoirs and other sources of water owned by the city. (Ord. No. 1965-4, Sec. 12.12.20)~~

~~Sec. 2-150. Superintendent of waterworks designated as director; responsibilities.~~

~~The superintendent of waterworks shall be director of the water department. He shall be responsible for its management and conduct. (Ord. No. 1965-4, Sec. 12.12.21)~~

~~Secs. 2-151-2-158. Reserved.~~

~~DIVISION 11. ENGINEERING~~

~~Sec. 2-159. Created; powers and duties.~~

~~There is hereby created the engineering department, whose function shall be to make surveys requested by the council or a city officer, keep accurate maps, plats and records of all public works, land or property of the city, and advise the council, city officers and public bodies on all engineering matters. (Ord. No. 1965-4, Sec. 12.12.25)~~

~~Sec. 2-160. City engineer designated as director; responsibilities.~~

~~The city engineer shall be director of the engineering department. He shall be responsible for its management and conduct. (Ord. No. 1965-4, Sec. 12.12.26)~~

~~Secs. 2-161-2-168. Reserved.~~

~~DIVISION 12. RECREATION~~

~~Sec. 2-169. Created; powers and duties.~~

~~The recreation department is hereby created for the purpose of coordinating the functions and duties of the divisions within the department, and to provide a common administrative office for the divisions. (Ord. No. 1965-4, Sec. 12.14.01)~~

~~**Sec. 2-170. Director of recreation--Office created; designated as director; powers and duties.**~~

~~There is hereby created the office of director of recreation. He shall be the director of the department and shall have general supervision over its divisions. (Ord. No. 1965-4, Sec. 12.14.03)~~

~~**Sec. 2-171. Same--Designated as director of recreation division; responsibilities; recreation board.**~~

~~Within the recreation division shall be the recreation board and the director of recreation, who shall be head of the division and shall be responsible for its management and conduct. (Ord. No. 1965-4, Sec. 12.14.10)~~

~~**Sec. 2-172. Division designated.**~~

~~The recreation department shall consist of three (3) divisions:~~

- ~~(a) Recreation division;~~
- ~~(b) Parks division;~~
- ~~(c) Auditorium division. (Ord. No. 1965-4, Sec. 12.14.02)~~

~~**Sec. 2-173. Recreation division; responsibilities.**~~

~~The recreation division shall have charge of all recreational programs of the city, and shall have charge of all recreational facilities of the city, except the municipal auditorium and the parks. (Ord. No. 1965-4, Sec. 12.14.11)~~

~~**Sec. 2-174. Parks divisions --Composition; supervisor of parks designated as director; board of park commissioners; tree warden.**~~

~~Within the parks division shall be the board of park commissioners, the supervisor of parks, and the tree warden. The supervisor of parks shall be head of the division and shall be responsible for its management and conduct. (Ord. No. 1965-4, Sec. 12.14.15)~~

~~**Sec. 2-175. Same--Powers and duties.**~~

~~The parks division shall have charge of the parks of the city and shall carry out the functions and duties of the board of park commissioners as provided in the charter. In addition it shall assist the tree warden in performance of his statutory duties and functions. (Ord. No. 1965-4, Sec. 12.14.16)~~

~~**Sec. 2-176. Auditorium division--Powers and duties.**~~

~~The auditorium division shall have charge of the operation and maintenance of the municipal auditorium and its grounds, and other buildings on said grounds. (Ord. No. 1965-4, Sec. 12.14.20)~~

~~**Sec. 2-177. Same--Supervisor of municipal auditorium designated as head.**~~

~~There is hereby created the office of supervisor of the municipal auditorium, who shall be head of the auditorium division. He shall be responsible for the management and conduct of the division. (Ord. No. 1965-4, Sec. 12.14.21)~~

~~Sec. 2-178--2-182. Reserved.~~

DIVISION 13. GENERAL SERVICES

~~Sec. 2-183. Created; staff to constitute.~~

~~The general services department shall be the staff department of the city and shall oversee the administration of all departments, offices and public bodies of the city. (Ord. No. 1965-4, Sec. 12.16.01)~~

~~Sec. 2-184. Manager designated as director.~~

~~The manager shall be director of the general services department. (Ord. No. 1965-4, Sec. 12.16.02)~~

~~Sec. 2-185. Powers and duties.~~

~~Without limiting the generality of the function and duties of the department provided for in this division, the general services department shall:~~

- ~~(a) Have charge and supervision of all city property not assigned to or under control of any other department, office, or public body;~~
- ~~(b) Have supervision over all radio equipment owned or operated by the city;~~
- ~~(c) Assign office space and meeting rooms to city officers and public bodies, other than the council, and elected officers, who shall be assigned space or rooms by the council;~~
- ~~(d) Purchase all insurance carried by the city; and attend to all matters connected therewith;~~
- ~~(e) Supervise the performance of the contract for lighting the city;~~
- ~~(f) Inspect all premises owned by the city, wherever located, at least once annually, and report its findings to the council;~~
- ~~(g) Collect all moneys due the city, for the collection of which no other department, city officer or public body is responsible;~~
- ~~(h) Coordinate the operation of all other departments, offices and public bodies in order to avoid duplication of operations and to avoid waste, and may for this purpose form committees composed of members of departments, offices and public bodies, as it deems advisable;~~
- ~~(i) Maintain a store or stores of supplies commonly used by departments, officers and public bodies;~~
- ~~(j) Be responsible for all purchases made for the city or any department, officer, or public body, unless otherwise specifically provided by the laws;~~
- ~~(k) In order to properly maintain city records, provide a repository for records of officers and public bodies, which otherwise would not have a place to deposit records in a building owned by the city;~~
- ~~(l) Provide secretarial or clerical assistance to officers and public bodies, which do not have such employees assigned to carry on these duties and functions.~~
- ~~(m) Have charge of all municipal parking lots;~~
- ~~(n) Supervise and attend to matters connected with the workable program for community improvement.~~
- ~~(o) Oversee the city's pension plan and all matters connected therewith. (Ord. No. 1965-4, Sec. 12.16.03)~~

~~Sec. 2-186. Duty to purchase for city.~~

~~It is hereby declared to be the policy of the city that unless otherwise specifically provided by the laws with respect to a public body, all purchases and contracts for services made for the city shall be made by the general service department. Unless other provisions are made by the laws with respect to it, when any department, office or public body is in need of materials, supplies or services it shall requisition therefore upon the director of the general services department, on a form or forms provided by the general services department. (Ord. No. 1965-4, Sec. 12.16.10)~~

Sec. 2-187. Same--Procedure.

~~Subject to provisions of the charter with respect to purchases requiring approval of the council, the director of the general services department shall purchase materials and supplies and contract for services either by advertising for bids or by letter of inquiry. The contract for purchases or for services shall be awarded to the person whose bid or quotation is in the best interests of the city. When authorized by the council, the director may purchase or contract without advertising for bids or sending letters of inquiry, if the proposed purchases or contract for services have already been priced by either of these methods or the best interests of the city will be best served by not using these methods. (Ord. No. 1965-4, Sec. 12.16.11)~~

Sec. 2-188. Purchases by others--Alternate procedure.

~~If any department, city officer, or public body believes that it is not, by law, required to make all or any part of its purchases or contracts for services through the general services department, as provided in sections 2-186 and 2-187, it shall notify the director of the general services department, who shall consult with the city attorney, who shall render his opinion in writing to the council, and to the director of the general services department. (Ord. No. 1965-4, Sec.12.16.12)~~

Sec. 2-189. Contracts by others void.

~~Any contract made by a department (other than the general services department), city officer, or public body, for purchases or services, on behalf of the city shall be null and void, unless such department, city officer, or public body is specifically authorized to make such contract by provisions of the laws. (Ord. No. 1965-4, Sec. 12.16.13)~~

Secs. 2-190--2-200. Reserved.]

ARTICLE V[F]. CITY OFFICERS

DIVISION 1. GENERALLY

Secs. 2-201--2-210. Reserved.

DIVISION 2. CITY ATTORNEY

Sec. 2-211. Additional powers and duties.

- (a) In addition to the functions, powers and duties prescribed in the laws, the city attorney shall:
- (1) Be sole legal advisor of the city, and shall render advice on all legal questions affecting the city whenever requested by the council, a city officer or a public body of the city, **consistent with the legal services policy**;
 - (2) Examine ~~[all]~~ written instruments and contracts to which the city may be a party **as requested**, and report any objections thereto to the council[;];
 - (3) ~~Appear before the general assembly or any committee thereof, and in behalf of the city represent and defend or advocate the interest and welfare of the city, on request of the council or the representatives to the general assembly elected in the city].~~
- (b) Upon being served with any process by a court, state agency or federal agency, involving the city, the clerk or any other officer of the city so served or notified, shall immediately notify the city attorney ~~[in writing]~~, and report the service of such process or notice to the council at its next regular meeting. (Ord. No. 1965-4, Sec. 22.3.01)

Secs. 2-212--2-220. Reserved.

[DIVISION 3. CITY PHYSICIAN

Secs. 2-221. Additional powers and duties.

~~In addition to the functions, powers and duties prescribed in the laws, the city physician shall:~~

- ~~(a) Render his professional services to any member of the fire, police, street, sewage or water departments, who may be injured during the performance of their duties, when notified by the head of the department;~~
- ~~(b) Render medical aid at the police station in case of emergency, whenever requested by a member of the police department;~~
- ~~(c) Assist the city attorney, whenever the services of a qualified physician are required in connection with any matter involving the city or its officers or public bodies. (Ord. No. 1965-4, Sec. 22.3.01; Ord. No. 1983-1, 1-13-83)~~

Sec. 2-222--2-230. Reserved

DIVISION 4. SUPERINTENDENT OF FIRE ALARM SYSTEM

Sec. 2-231. Duties.

~~The superintendent of the fire alarm system shall have charge and the care of the city's fire alarm system. He shall keep a record in the central fire station of his inspections and tests, on forms prescribed by the fire chief, and approved by the council. (Ord. No. 1965-4, Sec. 22.3.15)~~

Secs. 2-232--2-240. Reserved.]

DIVISION [5] 3. APPOINTED OFFICERS

Sec. 2-241. Notice requirements; oath; qualification; commission.

- (a) Before a city officer is appointed, the appointing officer shall~~[-in person,]~~ notify the council in executive session, naming the proposed appointee.
- (b) Forthwith after making an appointment, the appointing officer shall notify the clerk of the appointment.
- (c) The clerk shall give written notice of the appointment to the appointee~~[-attaching thereto a copy of this article if one has not been furnished previously to the appointee].~~
- (d) After taking the oath or affirmation prescribed by law, and leaving a signed copy thereof with the clerk, on a form furnished by the clerk, the appointee shall be qualified to enter upon ~~[his]~~ **their** office.
- (e) If an appointee does not qualify within ten (10) days, excluding holidays, after notice is given him by the clerk, his appointment may be rescinded by the appointing officer or by the council if the appointment is made by the council.
- (f) Upon qualifying, the city officer shall receive a commission signed by the appointing officer, or by the mayor if the appointment is made by the council. (Ord. No. 1965-4, Sec. 2.2.02)

Sec. 2-242. Term; continuation until successor appointed.

Unless otherwise provided, a city officer shall hold office for a term of one year from the first day of [~~April~~] **July**. All city officers shall hold office until their successors are appointed and have qualified. (Ord. No. 1965-4, Sec. 2.2.03)

Sec. 2-243. Compensation.

The compensation of city officers shall be fixed as prescribed by the laws. Before fixing or altering such compensation the city officer authorized to do so shall notify the council[~~, in person,~~] in executive session. (Ord. No. 1965-4, Sec. 2.2.04)

Sec. 2-244. Bonding requirements.

Each of the city officers required to give bond under provisions of the laws, shall give a bond with surety at the expense of the city, in such sum as the council shall prescribe by resolution. Other city officers shall, at the discretion of the council, be covered by a blanked bond, so-called, in such sum as the council shall determine by resolution. (Ord. No. 1965-4, Sec. 2.2.05)

Sec. 2-245. Conflicts of interest.

City officers shall refrain from acting in matters involving the city, which will involve them in a conflict of interest. With the consent of the council an officer who has disqualified [~~himself~~] **themselves** from acting for the city may, in special cases, such as tax appeals, act adversely to the city. (Ord. No. 1965-4, Sec. 2.2.06)

Sec. 2-246. Reserved.

Editor's note--Section 2-246, "Other employment, gifts, etc., prohibited for certain officers," has been deleted pursuant to Ord. No. 1983-1, adopted Jan. 13, 1983. Said section derived from Ord. No. 1965-4, Sec. 2.2.07.

Secs. 2-248--258. Reserved.

~~[ARTICLE VII. CITIZENS' ADVISORY COMMITTEE~~

~~Sec. 2-259--263 Reserved.~~

~~Editor's note~~ pursuant to Ord. 1990-6, adopted April 30, 1990, relating to creation of, purpose of, and procedure of a Citizen's Advisory Committee, has been deleted. Said section derived from Ord. No. 1965-4, Sec. 18.7.05.

~~Sec. 2-264--2-272. Reserved.]~~

ARTICLE VI[H]. EMERGENCY MANAGEMENT DEPARTMENT*

Sec. 2-273. Short title.

This article shall be known and may be cited and referred to as the "Emergency Management Ordinance of the City of Barre". (Ord. 1985-7, 12-30-85)

Sec. 2-274. Intent and purpose.

(a) It is the intent and purpose of this article to establish a department that will [~~insure~~] **ensure** the complete and efficient utilization of all of the facilities of the City of Barre to combat disasters resulting from natural, technological and attack related hazards as defined herein.

(b) The City of Barre Emergency Management Department will be the coordinating agency for all activity relating to emergency management and will be the instrument through which the mayor, city council and city manager may exercise the authority and discharge the responsibilities vested in Title 20, Section 6, VSA, as amended; and this article.

(c) This article will not relieve any city department of the normal responsibilities or authority given to it in the city charter or by local ordinance, nor will it adversely affect the work of any volunteer agency organized for relief in disaster emergencies. (Ord. No. 1985-7, 12-30-85)

Sec. 2-275. Definitions.

The following definitions shall apply in the interpretation of this article:

ATTACK shall mean a direct or indirect assault against Barre City, its government, its environs, or of the nation, by forces of a hostile nation or the agents thereof, including assault by bombing; radiological, chemical or biological warfare; or sabotage.

CHAIR[MAN] shall mean the mayor or [~~his~~] **their** designated alternate duly appointed in accordance with Title 20, VSA, and this article.

DIRECTOR shall mean the Director of the Barre City Department of Emergency Management, appointed as prescribed in this article.

DISASTER includes, but is not limited to, actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic or other impending or actual emergency endangering or threatening to endanger health, life, property or constituted government.

EMERGENCY MANAGEMENT in its broad meaning is to carry out the basic government functions of maintaining the public peace, health and safety during an attack or disaster. This shall include plans and preparations for protection from, and relief, recovery and rehabilitation from, the effects of an attack on the city by the forces of an enemy nation or the agents thereof, and it shall also include such activity in connection with disasters as defined herein. It shall not, however, include any activity that is the primary responsibility of the military forces of the United States.

EMERGENCY MANAGEMENT FORCES shall mean the employees, equipment, and facilities of all city departments, boards, institutions, and commissions; and, in addition, it shall include all volunteer personnel, equipment and facilities contributed by, or obtained from, volunteer persons or agencies.

EMERGENCY MANAGEMENT VOLUNTEER shall mean any person duly registered, identified and appointed by the chair[~~man~~] of the emergency management agency and assigned to participate in the emergency management activity.

REGULATIONS shall include all plans, programs and other emergency procedures deemed essential to emergency management.

VOLUNTEER shall mean contributing a service, equipment or facilities to the emergency management organization without remuneration. (Ord. No. 1985-7, 12-30-85)

Sec. 2-276. Organization and appointment.

(a) The mayor is hereby authorized and directed to create an organization for emergency management utilizing to the fullest extent the existing departments within the City. The mayor, as executive head of the municipal government, shall be the chair[man] of the emergency management forces of this city and shall be responsible for their organization, administration, and operations.

(b) The organizations shall consist of the following:

- (1) An emergency management office under the administrative direction of the city manager. There shall be a head of the emergency management office, who shall be known as the City Director of Emergency Management, and such assistants as are deemed necessary for the proper functioning of the department.
- (2) The employee, equipment and facilities of all city departments, boards, institutions and commissions will participate in the emergency management activity. Duties assigned to a city department shall be the same or similar to the normal duties of the department.
- (3) Volunteer persons and agencies offering service to, and accepted by, the city.

~~[(e) The mayor shall appoint the emergency management director who shall be responsible for coordination of the planning and preparation of the various departments which will operate to protect the public health, safety and welfare in the event of danger from enemy attack or disaster as defined in this article.]~~

~~(d) The emergency management director shall designate deputy directors to assume the emergency duties of the director in the event of his absence or inability to act, so that there will at all times be an emergency management director available in emergency situations. (Ord. No. 1985-7, 12-30-85)]~~

Sec. 2-277. Emergency powers and duties.

MAYOR (CHAIR[MAN]):

(1) The emergency management chair[man] may exercise the emergency power and authority necessary to fulfill [his] **their** general powers and duties as defined in Vermont law and local ordinance. The judgment of the chair[man] shall be the sole criteria necessary to invoke emergency powers provided in the Code of Ordinances and other appropriate authorities. The city council may convene to perform its legislative and administrative powers as the situation demands, and shall receive reports relative to emergency management activities. Nothing in this article shall be construed as abridging or curtailing the powers or restrictions of the city council as defined in state law and local ordinance.

(2) During any period when disaster threatens or when the city has been struck by disaster, within the definition of this article, the mayor may promulgate such regulations as [he] **the mayor** deems necessary to protect life and property and preserve critical resources. Such regulations may include, but shall not be limited to, the following:

- a) Regulations prohibiting, restricting or rerouting the movement of vehicles in order to facilitate the work of emergency management forces, or to facilitate the mass movement of persons from critical areas within or with-out the city.
- b) Regulations pertaining to the movement of persons from areas deemed to be hazardous or vulnerable to disaster.
- c) Such other regulations necessary to preserve public peace, health and safety.
- d) Regulations [~~promulgated in accordance with the authority above will be given widespread circulation by proclamations published and uttered by newspaper and radio. These regulations~~] will have the force of ordinance when duly filed with the city clerk and violations will be subject to the penalties provided in state law and local ordinance.

(3) The chair[~~man~~] shall order emergency management forces to the aid of other communities when required in accordance with the statutes of the state, and [~~he~~] may request the state, or a political subdivision of the state, to send aid to the City of Barre in case of disaster when conditions in the city are beyond the control of the local emergency management forces.

(4) The chair[~~man~~] may obtain vital supplies, equipment and other properties found lacking and needed for the protection of health, life and property of the people, and bind the city for the fair value thereof.

(5) The chair[~~man~~] may require emergency service of any city officers or employees. If regular city forces are determined inadequate, the chair[~~man~~] may require the services of such other personnel as [~~he~~] **the chair** can obtain that are available, including [~~citizen~~] volunteers. All duly authorized persons rendering emergency services shall be entitled to the privileges and immunities as are provided by state law, and ordinances for regular city employees and other registered and identified emergency management and disaster workers.

(6) The emergency management chair[~~man~~] will exercise [~~his~~] **their** ordinary powers as mayor and all of the special powers conferred upon [~~him~~] **them** by state law and local ordinance of the City of Barre, all powers conferred upon [~~him~~] **them** by any statute, or any other lawful authority.

EMERGENCY MANAGEMENT DIRECTOR:

(1) The Barre City Emergency Management Director shall be responsible for all phases of the emergency management activity. Under the administrative supervision of the city manager, [~~he~~] **they** shall be responsible for the planning, coordination and operation of the emergency management activity in the city. [~~He~~] **The director** shall maintain liaison with the state and federal authorities and the authorities of other nearby political subdivisions to insure the most effective use of the emergency operation plan. [~~His~~] **The director's** duties shall include, but not be limited to, the following:

- a) Development and coordination of plans for the immediate use of all facilities, equipment, [~~manpower~~] **personnel**, and other resources of the city for the purpose of minimizing or preventing damage to persons and property; and protecting and restoring to usefulness, governmental services and public utilities necessary for the public health, safety and welfare.
- b) Coordinating the recruitment of volunteer personnel and agencies to augment the personnel and facilities of the city for emergency management purposes.
- c) Negotiating and concluding agreements with owners or persons in control of buildings or other property for the use of such buildings and other property for [~~for~~] emergency management purposes and designating suitable buildings as public shelters.
- d) Through public information programs, educating [~~the civilian population~~] **residents** as to actions necessary and required for the protection of their persons and property in case of disaster, or enemy attack, as defined herein, either impending or present.
- e) Conducting public practice alerts to [~~insure~~] **ensure** the efficient operation of the emergency management forces and to familiarize residents with emergency management regulations, procedures and operations.
- f) Coordinating the activity of all other public and private agencies engaged in any emergency management activity.
- g) Assuming such authority and conducting such activity as the chair[~~man~~] may direct to promote and execute the emergency operations plan. (Ord. No. 1985-7,12-30-85)

Sec. 2-278. Violation of article or regulations.

It shall be unlawful for any person to violate any of the provisions of this article or the regulations or plans issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the

emergency management organization as herein defined in the enforcement of the provisions of this article or any regulation or plan issued thereunder. (Ord. No. 1985-7, 12-30-85)

Sec. 2-279. Penalty.

Any person, firm, or corporation violating any provisions of this article or any regulation or plan formulated thereunder, upon conviction thereof, shall be punished pursuant to VSA, as amended. (Ord. No. 1985-7, 12-30-85)

Sec. 2-280. Severability.

Should any provisions of this article be declared invalid for any reason, such declaration shall not affect the validity of other provisions, or of this article, as a whole; it being the legislative intent that in lieu of, the provisions of this article shall be severable and remain valid notwithstanding such declaration. (Ord. No. 1985-7, 12-30-85)

Sec. 2-281. Conflicting provisions.

At all times when the orders, rules and regulations made and promulgated pursuant to this article shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations insofar as the latter may be inconsistent therewith. (Ord. No. 1985-7, 12-20-85)

EDITOR’S NOTE-(Ord. No. 1985-7, enacted Dec. 30, 1985, amended Art. VIII, Secs. 2-273--2-281 to read as herein set out. Prior to amendment, Art. VIII, Secs. 2-273--2-275 pertained to civil defense and derived from Ord. No. 1965-4, Secs. 18.12.01 and Ord. No. 1983-1, adopted Jan. 13, 1983.

ADOPTION HISTORY

- First Reading at regular City Council meeting held on Tuesday, January 28, 2025.
- Proposed language printed in Times Argus newspaper on Saturday, February 1, 2025.
- Second Reading and Public Hearing held on Tuesday, February 11, 2025.
- Adopted at regular City Council meeting held on Tuesday, _____ and entered in the minutes of that meeting which are approved on _____.
- Posted in public places on _____.
- Notice of adoption published in the Times Argus newspaper on _____.
- Effective _____.

Dated this _____ day of _____, 2025

Cheryl Metivier
City Clerk/Treasurer



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 02-11-25**

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

AGENDA ITEM DESCRIPTION:

Certify 2024 TIF Annual Report

SUBJECT: *Same*

SUBMITTING DEPARTMENT/PERSON:

Carol Dawes, TIF Administrator

STAFF RECOMMENDATION:

Approve certification of report

STRATEGIC OUTCOME/PRIOR ACTION: *NONE*

EXPENDITURE REQUIRED: *NONE*

FUNDING SOURCE(S): *NONE*

LEGAL AUTHORITY/REQUIREMENTS:

24 VSA § 1901. Information reporting

Every municipality with an active tax increment financing district shall:

(3) Annually:

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

BACKGROUND/SUPPLEMENTAL INFORMATION:

Attached is the 2024 annual TIF report, submitted to the Vermont Economic Progress Council (VEPC) for preliminary approval. They reviewed it and sent it back for presentation to, and certification by the Council. Certification is due to VEPC by February 15th.

LINK(S):

Not applicable

ATTACHMENTS:

- *2024 annual TIF report as presented to VEPC (spreadsheet and narrative text)*
- *Certification form (to be completed by Assessor, Manager, and TIF Administrator)*

INTERESTED/AFFECTED PARTIES:

TIF Administrator, Planning Director, Assessor, Manager, VEPC, VT Legislature

RECOMMENDED ACTION/MOTION:

Approve certification of the 2024 TIF annual report.



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

VEPC Staff Contact Information:
Ellie Beckett, (802) 622-4674, ellie.beckett@vermont.gov

Reports are due on or before January 15, 2025
Please submit reports to acd.vepctifannualreport@vermont.gov
Please submit GL23 TIF Proceeds Report with the District Annual Report

I. District Information:

Municipality & District	Barre: Downtown TIF District	Reporting Period:	July 1, 2023 - June 30, 2024
Name of Person Completing Report	Carol Dawes	Grand List Year:	2023
Title	Barre City TIF Administrator		
Email Address	TIFAdmin@barrecity.org		
Telephone	(802) 279-6126		
Date Report Completed	January 9, 2025		

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

II. TIF District Data:

Base Data (Original Taxable Value)			
Municipal	\$	50,203,270	
Homestead- Education	\$	1,207,439	
Non Residential- Education	\$	49,839,431	
Total Education	\$	51,046,870	
			OTV Total Acres 90.57
			OTV Total Parcels 223
Taxable Values as of April 1			
Municipal	\$	63,758,852	
Homestead- Education	\$	1,294,033	
Non Residential- Education	\$	62,353,419	
Total Education	\$	63,647,452	
Increase (Decrease) in Taxable Values (auto-calculated)			
Municipal	\$	13,555,582	
Homestead- Education	\$	86,594	
Non Residential- Education	\$	12,513,988	
Total Education	\$	12,600,582	
TIF Increment Revenue Retained for Reporting Year			
Municipal	\$	214,985	
Homestead- Education	\$	914	
Non Residential- Education	\$	157,751	
Total Education	\$	158,665	
		Total TIF Revenue	\$ 373,650

Parcel Information		
Current Acres		90.28
Current Parcels		223

Tax Rates Applied to the April 1 Grand List		
Municipal (General Fund)	\$	2.1094
Homestead	\$	1.4066
Non Residential	\$	1.6808

List Special Municipal Tax Rates		
1	Local agreement	\$ 0.0052
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
Total Special Municipal Tax		\$ 0.0052
Total Municipal (General Fund) & Special Rates		\$ 2.1146

Other TIF Fund Income				
	Source	Education	Municipal	Total
1	Interest Earnings	\$ 985	\$ 1,335	\$ 2,320
2	Parking Revenue*		\$ -	\$ -
3			\$ -	\$ -
4			\$ -	\$ -
5			\$ -	\$ -
Total:		\$ 985	\$ 1,335	\$ 2,320

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

Changes to Individual Parcels		
	SPAN Number	Describe Change
1		
2		
3		
4		
5		
6		

Additional Information
A discrepancy in the assessment of new parcel SPAN #13919 was pointed out in the 2023 TIF annual report. The new parcel was created when it was divided from parcel SPAN #10817. The assessment of the new parcel was miscalculated as \$35,933, which created a discrepancy between the OTV value of the original parcel and the combined values of the two divided parcels. The error was not identified in time to make the correction for Tax Year 23 (FY24), but has been corrected for Tax Year 2024 (FY25), decreasing the assessment to \$35,930, so as to balance the values of the original parcel and the two separated parcels. The \$3 error translates into 5 cents of additional increment collected in Tax Year 23 (FY24), based on the nonhomestead education tax rate. Barre City is unsure of any process necessary to correct the amount of increment collected, or if the amount is considered de minimis, and not requiring of correction.

III. Votes and Financing:

Public Vote Information

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

Debt Instruments										
Infrastructure and Debt	Term in Years	Period (ie. 1/1/2016-12/31/2026)	Interest Rate	Principal	Interest	Total	Total Payment for Reporting Period	Remaining Principal Balance	Date Approved by Voters	
Existing Debt:										
1	Various parking projects, and initial TIF application reimbursements	25	8/11/15 - 11/1/40	3.76%	\$ 2,200,000	\$ 1,092,522	\$ 3,292,522	\$ 145,935	\$ 1,496,000	11.05.2013
New Debt:										
Example: Main Street Lights - General Obligation Bond										
		11	1/1/2016-12/31/2025	5.60%	\$ 3,250,000	\$ 500,000	\$ 3,750,000	\$ 340,909	\$ 2,950,000	08.01.2023
2		0		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
3		0		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
4		0		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
				Total	\$ 2,200,000	\$ 1,092,522	\$ 3,292,522	\$ 145,935	\$ 1,496,000	

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

Annual Debt Service	
Principal Paid	\$ 88,000
Interest Paid	\$ 57,935
Fees/Other Costs Paid	\$ -
Total Paid	\$ 145,935

Refinancing: Was any portion of TIF District debt refinanced during this reporting period?

- No
- Yes, please provide details.

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

Additional Information
There was an error in the remaining bond principal balance included in the 2023 TIF annual report. The amount shown was \$2,112,000, but that reflected just one annual principal payment of \$88,000. However, the City had made seven such payments through the 2023 report, therefore the remaining bond principal balance should have been \$1,584,000. All previous years were reported correctly, and the amount shown in this 2024 annual report is correct (\$1,496,000)

IV. Improvements and Funding:

Improvement Expenditures				
Name of Improvement	Of the Total Expenditure listed:		Total Improvement Expenditure for this report period	
	The amount paid with TIF Revenues	The amount paid with Non-TIF Revenues		
1	Structured Parking between Keith and Pearl Streets (Includes land acquisition): Ormsby lot and Twombly lot between Keith and Pearl Streets.			
	street level parking complete. No planning, design or construction of structure parking has been started.	\$ -	\$ -	\$ -
2	Merchants Row & Enterprise Alley Streetscape - Step 1A: Enterprise Alley and Merchant's Row (area between Granite Street and Prospect Street).			
	complete	\$ -	\$ -	\$ -
3	Merchants Row & Enterprise Alley Streetscape - Step 1B & Step 2A: Enterprise Alley and Merchant's Row (area between Granite Street and Prospect Street).			
	construction completed - ongoing environmental mitigation	\$ -	\$ 47,855	\$ 47,855
4	Merchants Row & Enterprise Alley Streetscape - Step 2B: Enterprise Alley and Merchant's Row (area between Granite Street and Prospect Street).			
	no work on this step during reporting period	\$ -	\$ -	\$ -
5	Merchants Row & Enterprise Alley Streetscape - Step 3: Enterprise Alley and Merchant's Row (area between Granite Street and Prospect Street).			
	no work on this step during reporting period	\$ -	\$ -	\$ -
6	Campbell Place - Real estate acquisition, environmental assessment, demolition and remediation, site prep and paving for parking. (TIF Plan amended to add this development in 2014)			
	complete	\$ -	\$ -	\$ -
Total		\$ -	\$ 47,855	\$ 47,855
			Check	\$ 47,855

Sources of Non-TIF Revenues	Total Amount Secured for Each Source	Total Amount Spent to Date	Total Amount Spent this Period	Closed
1	City of Barre match for D&K 5/50 grant award (2014)	\$ 10,000	\$ 10,000	x
2	Dubois & King In-Kind Grant (planning & design) (2014)	\$ 10,000	\$ 10,000	x
3	VTRANS DTF Design Grant (2015)	\$ 30,000	\$ 30,000	x
4	DTF Implementation Grant (2015)	\$ 38,000	\$ 38,000	x
5	DTF Implementation Grant (2015)	\$ 62,000	\$ 62,000	x
6	Barre City Capital Funds (2015)	\$ 12,349	\$ 12,349	x
7	VCDP DR 1 & DR 2 HUD pass-through Grants (2015)	\$ 1,300,000	\$ 1,267,452	x
8	EPA Brownfields Grants (2015)	\$ 600,000	\$ 600,000	x
9	Semprebon Annuity (2015)	\$ 100,000	\$ 100,000	x
10	Semprebon Fund Bike Path Allocation (2015)	\$ 96,000	\$ 96,000	x
11	VT Dept. of Environmental Conservation (2016)	\$ 627,560	\$ 572,141	\$ 47,855 <input type="checkbox"/>
12	Downtown Transportation Grant (2017 - Keith Ave parking lot)	\$ 100,000	\$ 100,000	x
13	CVRPC Brownfields Grant (2017 - Keith Ave parking lot)	\$ 26,638	\$ 26,495	x
14	Municipal Planning Grant (2017 - Merchant's Row)	\$ 16,204	\$ 11,241	x
15	General Fund - grant matching funds in Planning Department budget	\$ 1,621	\$ 1,621	x
16	Semprebon Bequest Fund (2020 - for pedestrian way granite artwork)	\$ 22,000	\$ 22,000	x
17	\$1.15 M Non-TIF Bond	\$ 260,000	\$ 235,701	x
18	Downtown Transportation Grant	\$ 100,000	\$ 100,000	x
19		\$ -	\$ -	<input type="checkbox"/>
20		\$ -	\$ -	<input type="checkbox"/>
21		\$ -	\$ -	<input type="checkbox"/>
22		\$ -	\$ -	<input type="checkbox"/>
Total	\$ 3,412,372	\$ 3,294,999	\$ 47,855	
Non-TIF Revenues Reported under Improvement Expenditures			\$ 47,855	

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

Related Costs				
List and describe the related cost(s)	Vendor	The amount paid with Education Revenue	The amount paid with Municipal Revenue	Total Cost for this report period.
1 AUP prep for FY23	Sullivan Powers Co	\$ 367	\$ 497	\$ 864
2 AUP prep for FY23	Sullivan Powers Co	\$ 829	\$ 1,124	\$ 1,953
3 AUP prep for FY23	Sullivan Powers Co	\$ 2,195	\$ 2,975	\$ 5,170
4				\$ -
5		\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -
Total		\$ 3,391	\$ 4,596	\$ 7,987
			Check	\$ 7,987

V. Performance Indicators:

Standard

Real Property Development		
1	Merchants Bank and Aldrich Block Phase 1: Placement of a 3600 sq ft bank facility with drive-thru and amenities on a previously vacant lot and development of 4000 sq ft of restaurant space in a previously vacant building. completed previously. Aldrich Block (47 N. Main Street) current assessment: \$1,050,500. Community Bank (355 N. Main Street - previously owned by Merchant's Bank) current assessment: \$1,500,000. Total assessment of both properties listed at right.	\$ 2,550,500
2	Aldrich Block Phase 2 and 20 Summer Street: Development of 8000 of office/residential in a previously vacant building and development of office/subsidized housing in an underutilized/vacant lot. completed previously. Aldrich Block (47 N. Main Street) current assessment included above. 22 Keith Avenue (formerly 20 Summer Street) current assessment: \$860,400. NOTE: Assessment of 22 Keith Avenue reduced from \$1,585,200 due to statutory formula used to calculate taxable value of restricted housing, based on income.	\$ 860,400
3	City Place and Blanchard Block: Construction of retail/commercial/office five-story bldg at Depot Square and renovation of retail/office 32,000 sq ft of historic, vacant downtown bldg. Completed. City Place (219 N. Main Street) current tax assessment: \$8,000,000. Tax stabilization completed - ran thru FY23. Blanchard Block (14 N. Main Street) current tax assessment: \$2,125,000. Tax stabilization completed ran thru FY23. Amount at right is total of tax assessments following completion of tax stabilization agreements.	\$ 10,125,000
4	Worthen Block and JJ Newbury Block: Development of 32,000 sq ft of residential units in a vacant/underutilized building; 32000 sq ft (est. 32 housing units) and rehabilitation of 16,000 of retail/office in a currently vacant building. Projects on hold while potential developers research financing options and development incentives. There is no known timeline for redevelopment of these properties. Worthen Block (123 N. Main Street) current assessment: \$507,100. JJ Newbury Block (143 N. Main Street) current assessment: \$325,800. Amount at right is total current assessment of two properties.	\$ 832,900
5	Rouleau Plant: Development of hotel/conference/office/retail complex on a underutilized 9 acre lot; riverfront pedestrian walkway; adjacent to Main Street. Development as hotel/conference center/retail complex on hold. The complex is currently home to an environmental clean-up company, a high-end woodworking shop, and a cannabis cultivation/manufacturing/retail business. There is no known timeline for additional redevelopment of this property. Rouleau Plant (21 & 31 Metro Way) current assessments: \$1,607,300.	\$ 1,607,300
Total		\$ 15,976,100

Employment Opportunities

Several new establishments opened during the reporting year, along with one that relocated to the TIF district. Optical Expressions moved into the Blanchard Block from the Berlin Mall (eye exams and eyewear). New establishments include CB Hair Studio (hair salon); Tally (night club); VIDA Medical Spa (medical spa and wellness center); VT Federal Credit Union (financial institution); and Slowpoke Exchange (new, used and vintage clothing). These relocated and new businesses brought approximately 32 new jobs to the TIF district.

Unfortunately, a few local businesses closed their doors during the reporting period including Key Bank (financial institution) and Delicate Decadence (bakery and caterer). The estimated loss of jobs from these establishments is 13. The total net change in the number of jobs in the TIF district for the reporting period is an increase of 19.

Additional Information

NONE

Mandated

Vermont Firms								
NAICS Code		Increase or (Decrease)	Previous Location (if known)		NAICS Code		Increase or (Decrease)	Previous Location (if known)
1	11				11	53		
2	21				12	54	3	new (CB Hair Studio)
3	22				13	55		
4	23				14	56		
5	31-33				15	61		
6	42				16	62	11	8 Berlin Mall (Optical Expressions); 3 new (VIDA Medical Spa)
7	44-45	2	new (Slowpoke Exchange)		17	71		
8	48-49				18	72	1	6 new (Tally); 5 decrease (Delicate Decadence)
9	51				19	81		
10	52	2	10 new (VFCU); 8 decrease (Key Bank)		20	92		
							Total Jobs Increase (Decrease)	19

Identify Source/Method for Obtaining Jobs Information

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

Vermont Firms						
Name of Vermont Firm		Total amount of work performed		Name of Vermont Firm		Total amount of work performed
1	Barre City Water Dept.	\$ 254		11		\$ -
2	Green Mountain Power	\$ 894		12		\$ -
3	Sullivan Powers Co.	\$ 7,987		13		\$ -
4	VT Agency of Natural Resources	\$ 125		14		\$ -

5		
6		
7		
8		
9		\$ -
10		\$ 0

15		\$ -
16		\$ -
17		\$ -
18		\$ -
19		\$ -
20		\$ -
Total Amount of Work Performed		\$ 9,260

Additional Information
NONE

TIF District Specific

Transportation Enhancements

During the 2024 reporting period, there were no additional parking improvements or transportation enhancements made in the TIF district. Parking improvements made since the beginning of the district have included a net increase in the number of available parking spaces; increased signage; streetscape improvements, better lighting and crosswalks for pedestrian and driver safety; and improved connectivity between the North Main Street shopping district and municipal parking areas located behind the buildings. An unexpected benefit of the downtown parking improvements has been an increase in the number of overnight parking spaces available for people who live in the downtown, making downtown housing more attractive to those looking to rent.

The City has experienced a significant decrease in usage of public parking by shoppers and employees in the downtown as a result of the shift to remote working and online shopping during and following the COVID pandemic. Many employees have returned to the office, at least on a part-time basis, but it's clear there are long-term impacts on future parking needs driven by changing work and shopping patterns. Such changes are being taken into consideration as part of our explorations on potential future TIF projects.

Business Development

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

Housing Changes (optional)

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

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

The community continues to experience the lingering negative impacts of the COVID pandemic, including reduced foot traffic in the downtown due to shifts to remote working and online shopping. With a usual staff complement of 100 employees, the City of Barre had 10 openings in public works, public safety, finance, and planning & zoning as of the end of FY24. Statewide low unemployment rates and rising compensation packages being offered by private employers continue to be factors in the City's ability to provide the levels of service residents have come to expect. The lack of available contractors and supplies continues to hinder the implementation and completion of infrastructure improvements, planning initiatives, and equipment purchases. Contractors are experiencing the same impediments to private development projects. Due to reduced housing inventories caused by flood damage and lack of private development, real estate sales continue at a brisk pace, with sales prices running well above assessed values in spite of high mortgage interest rates.

Barre City, like a number of other municipalities in the state, experienced significant flooding on July 10-11, 2023, and again in December 2023. Most of the more severe damage was in the north end of the City, beyond the TIF district, however there was basement and first floor flooding along the North Main Street portion of the district. The hardest hit areas in the TIF district included Depot Square and Granite Street. The historic depot, which is owned by the Vermont Granite Museum, experienced several feet of mud left behind by the floodwaters, as did the Socialist Labor Party Hall on

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

In light of changing economic circumstances and community needs, beginning three years ago focus shifted to reviewing the 2012 TIF plan, and what the emerging demands are for public and private development in Barre City. There is additional capacity in Barre City's TIF finance plan, and the VT Legislature's actions in the 2021, 2022, and 2023 sessions extended the debt incurrence window by four years to 2026, and extended Barre City's increment retention by 5 years to 2039. The City is working with White + Burke Real Estate Advisors, who assisted with drafting the original TIF plan and application, to assess the viability of public and private projects included in the 2012 TIF plan, and identify needs and opportunities that have shifted in the intervening decade. Through our explorations, housing has risen to the top of the priority list for future development in the TIF district, and the City in general.

To that end, and in light of reduced parking needs caused by changing remote work and online shopping patterns, the City identified a number of City-owned properties that would be suitable for housing development. Two such properties are the neighboring Rinker and Campbell Place parking lots located in the TIF district. The City solicited letters of interest in developing said parking lots, and received a response from DEW Properties LLC for potential development of approximately 30 housing units on the site. The City has been working with White + Burke and DEW Properties to flesh out a development agreement and public infrastructure needs necessary to bring the proposed project to completion.

The projected timeline would call for these details to be finalized during winter 2024-2025; submission of a substantial change request to VEPC in early spring 2025; voter approval in early summer 2025; and start of construction in late summer/early fall 2025, with the City securing bond funds during the December 2025 bond window.

In addition to the project being explored with DEW as outlined above, the City will be actively lobbying the legislature during the 2025 session to adopt

The narrative cells in the FY24 TIF annual report do not expand to reveal all entered text. The blocks below are entered into each of the identified cells.

ADDITIONAL INFORMATION (under TIF district data)

A discrepancy in the assessment of new parcel SPAN #13919 was pointed out in the 2023 TIF annual report. The new parcel was created when it was divided from parcel SPAN #10817. The assessment of the new parcel was miscalculated as \$35,933, which created a discrepancy between the OTV value of the original parcel and the combined values of the two divided parcels. The error was not identified in time to make the correction for Tax Year 23 (FY24), but has been corrected for Tax Year 2024 (FY25), decreasing the assessment to \$35,930, so as to balance the values of the original parcel and the two separated parcels. The \$3 error translates into 5 cents of additional increment collected in Tax Year 23 (FY24), based on the nonhomestead education tax rate. Barre City is unsure of any process necessary to correct the amount of increment collected, or if the amount is considered de minimis, and not requiring of correction.

There continues to be a slight discrepancy on acreage between the certified OTV and the current grand list. This is due to minute changes made throughout the years based on actual surveys performed on TIF district properties, which more accurately reflect the total acreage within the district.

The City's assessor position was vacant from December 2020 until December 2023. The planning director served as interim assessor during that time, mostly for administrative purposes only. The new assessor is Larry Martin, and the new assistant assessor is Carly Martin. They've been extremely busy inspecting properties impacted by the July 2023, December 2023, and July 2024 flooding. Additionally, they are performing inspections to catch up on the backlog of building, electrical and zoning permits issued over the past several years.

The City began a city-wide reappraisal in 2024, with a tentative completion in spring 2026, which would go into effect with the Tax Year 2026 grand list. This reflects a one-year delay over the timeline included in last year's TIF annual report, and the extension was approved by the City Council. The extension was granted to allow additional time for the City and property owners to recover from the flooding events, and for more accurate assessments following such recovery.

NOTE: A percentage breakdown of municipal (57.54%) and education (42.46%) increment is used to calculate the education and municipal breakdowns of earned interest and related cost expenses. The percentages are based on the amounts of increment included on the NEMRC TIF increment report for FY24.

ADDITIONAL INFORMATION (under Votes and Financing)

There was an error in the remaining bond principal balance included in the 2023 TIF annual report. The amount shown was \$2,112,000, but that reflected just one annual principal payment of \$88,000. However, the City had made seven such payments through the 2023 report, therefore the remaining bond principal balance should have been \$1,584,000. All previous years were reported correctly, and the amount shown in this 2024 annual report is correct (\$1,496,000)

EMPLOYMENT OPPORTUNITIES (under Performance Indicators)

Several new establishments opened during the reporting year, along with one that relocated to the TIF district. Optical Expressions moved into the Blanchard Block from the Berlin Mall (eye exams and eyewear). New establishments include CB Hair Studio (hair salon); Tally (night club); VIDA Medical Spa (medical spa and wellness center); VT Federal Credit Union (financial institution); and Slowpoke Exchange (new, used and vintage clothing). These relocated and new businesses brought approximately 32 new jobs to the TIF district.

Unfortunately, a few local businesses closed their doors during the reporting period including Key Bank (financial institution) and Delicate Decadence (bakery and caterer). The estimated loss of jobs from these establishments is 13. The total net change in the number of jobs in the TIF district for the reporting period is an increase of 19.

Since the COVID pandemic, the Vermont Agency of Transportation employees housed at City Place have settled into a mixed on-site/virtual work schedule after having worked virtually since the beginning of the pandemic. There's been no reduction in the number of overall employees, but the number of employees in the office on any given day is much lower than when they were at their high of 400+. This has impacted local businesses, especially those in the vicinity of City Place, where daily foot traffic has been reduced.

ADDITIONAL INFORMATION (under performance indicators)

NONE

IDENTIFY SOURCE/METHOD OF OBTAINING JOBS INFORMATION (under NAICS codes)

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

ADDITIONAL INFORMATION (under VT firms)(under identify source /method)

NONE

TRANSPORTATION ENHANCEMENTS

During the 2024 reporting period, there were no additional parking improvements or transportation enhancements made in the TIF district. Parking improvements made since the beginning of the district have included a net increase in the number of available parking spaces; increased signage; streetscape improvements, better lighting and crosswalks for pedestrian and driver safety; and improved connectivity between the North Main Street shopping district and municipal parking areas located behind the buildings. An unexpected benefit of the downtown parking improvements has been an increase in the number of overnight parking spaces available for people who live in the downtown, making downtown housing more attractive to those looking to rent.

The City has experienced a significant decrease in usage of public parking by shoppers and employees in the downtown as a result of the shift to remote working and online shopping during and following the COVID pandemic. Many employees have returned to the office, at least on a part-time basis, but it's clear there are long-term impacts on future parking needs driven by changing work and shopping patterns. Such changes are being taken into consideration as part of our explorations on potential future TIF projects.

BUSINESS DEVELOPMENT

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

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

The community continues to experience the lingering negative impacts of the COVID pandemic, including reduced foot traffic in the downtown due to shifts to remote working and online shopping. With a usual staff complement of 100 employees, the City of Barre had 10 openings in public works, public safety, finance, and planning & zoning as of the end of FY24. Statewide low unemployment rates and rising compensation packages being offered by private employers continue to be factors in the City's ability to provide the levels of service residents have come to expect. The lack of available contractors and supplies continues to hinder the implementation and completion of infrastructure improvements, planning initiatives, and equipment purchases. Contractors are experiencing the same impediments to private development projects. Due to reduced housing inventories caused by flood damage and lack of private development, real estate sales continue at a brisk pace, with sales prices running well above assessed values in spite of high mortgage interest rates.

Barre City, like a number of other municipalities in the state, experienced significant flooding on July 10-11, 2023, and again in December 2023. Most of the more severe damage was in the north end of the City, beyond the TIF district, however there was basement and first floor flooding along the North Main Street portion of the district. The hardest hit areas in the TIF district included Depot Square and Granite Street. The historic depot, which is owned by the Vermont Granite Museum, experienced several feet of mud left behind by the flood waters, as did the Socialist Labor Party Hall on Granite Street. Several businesses in the district have closed permanently due to flood damage including Dessureau's Machines on Granite Street and Mr. Z's Pizza on N. Main Street. The buildings that housed these businesses have flood-related restrictions for redevelopment such as elevation above the flood plain, dry or wet floodproofing, which can be cost prohibitive for most developers.

These areas have experienced similar flooding in the past; most recently in 2011 and 2015. The City is working with hydrologists, engineers, and federal and state agencies to determine the causes of flooding of this magnitude, and possible mitigation efforts related to river flows and storm water systems. The larger impacted area in the north end of the City saw significant damage to 300+ housing units, many of which will not recover. The loss of these properties has a negative impact on the City's grand list, and subsequently on property tax rates, along with making an already tight housing market even tighter. The TIF district review explained in more detail below is in direct response to changing economic factors and flood recovery.

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

In light of changing economic circumstances and community needs, beginning three years ago focus shifted to reviewing the 2012 TIF plan, and what the emerging demands are for public and private development in Barre City. There is additional capacity in Barre City's TIF finance plan, and the VT Legislature's actions in the 2021, 2022, and 2023 sessions extended the debt incurrence window by four years to 2026, and extended Barre City's increment retention by 5 years to 2039. The City is working with White + Burke Real Estate Advisors, who assisted with drafting the original TIF plan and application, to assess the viability of public and private projects included in the 2012 TIF plan, and identify needs and opportunities that have shifted in the intervening decade. Through our explorations, housing has risen to the top of the priority list for future development in the TIF district, and the City in general.

To that end, and in light of reduced parking needs caused by changing remote work and online shopping patterns, the City identified a number of City-owned properties that would be suitable for housing development. Two such properties are the neighboring Rinker and Campbell Place parking lots located in the TIF district. The City solicited letters of interest in developing said parking lots, and received a response from DEW Properties LLC for potential development of approximately 30 housing units on the site. The City has been working with White + Burke and DEW Properties to flesh out a development agreement and public infrastructure needs necessary to bring the proposed project to completion.

The projected timeline would call for these details to be finalized during winter 2024-2025; submission of a substantial change request to VEPC in early spring 2025; voter approval in early summer 2025; and start of construction in late summer/early fall 2025, with the City securing bond funds during the December 2025 bond window.

In addition to the project being explored with DEW as outlined above, the City will be actively lobbying the legislature during the 2025 session to adopt a project-based TIF program that would give communities flexibility in using TIF economic development tools to support smaller and more targeted public development projects, and the necessary public infrastructure needed to bring these projects to fruition. As mentioned above, there is a severe housing shortage not only in Barre City, but state-wide. Project-based TIF would allow Barre City to support a proposed housing project currently in discussions that would add more than 100 housing units but for the significant costs associated with installing the necessary public infrastructure including roads, water, wastewater, and stormwater systems. Project-based TIF could also be used to assist in the redevelopment of the North End areas that were so heavily damaged during the floods. Public investment in flood resilience and recovery projects would support the replacement of lost housing units.

On another note, Barre City brought the following substantial change request to the VEPC board at its December 2024 meeting.

Prior to securing voter approval of the City's TIF district in 2012, related costs for preparing the TIF application, and deposits paid for acquisition of property associated with the proposed TIF projects were paid through interfund loan financing from the Semprebon Fund and Capital Fund, respectively. Once the bond was approved by voters and the funds were secured, the interfund loans from the Semprebon Fund were reimbursed out of the bond funds. However, the real estate deposits were never reimbursed to the Capital Fund. The real estate deposits paid in October 2012 were \$7,500 for 12 Keith Avenue and \$5,000 for 1 Campbell Place.

The unreimbursed interfund financing loans from the Capital Fund were entered as a journal adjustment in the general fund ledger as a due to/due from between the Capital Fund and the TIF Increment Fund in fiscal year 2014, however, during a recent annual City audit, it was noted the reimbursement had not yet taken place.

After consulting with VEPC, the City has followed the necessary procedures to submit a Substantial Change Request to VEPC, seeking authorization to reimburse the Barre City Capital Fund \$12,500 from the TIF Increment Fund for the interfund loan used for these real estate deposits. The presentation to VEPC took place at the board's December 12, 2024 meeting, and the board approved the request. The transfer of funds will be included on the 2025 annual report.

Lastly, the City was contacted by the State Auditor's Office in November 2024 with regards to an error in how the NEMRC grand list module calculates increment on properties in the district that have tax exemptions through tax stabilization agreements, veterans' exemptions, or voter-approved exemptions. The error causes the amount of education increment to be under-calculated, with more taxes being sent to the education fund than should be for these specific properties.

Two such properties in Barre City were under tax stabilization agreements (TSA) in the early years of the TIF district: 14 N. Main Street (SPAN #036-011-11835) and 219 N. Main Street (SPAN #036-011-10097). The stabilization impacted municipal taxes, which were reduced over the life of the TSA's, however, as per statute, the education taxes were calculated based on the full, post-improved values of the properties. But the NEMRC grand list module did not treat the increase in value as increment, and the entire education tax increase was paid to the state education fund. As per TIF statute, only 25% of the increment of education taxes should have been paid to the state education fund, with the 75% balance being retained in the Barre City TIF increment fund to be used for debt service and related costs.

The Vermont State Auditor's Office – working in conjunction with NEMRC and the Vermont Department of Taxes' Property Valuation and Review Division - reviewed the data for FY16-FY20, which was covered in their July 2021 Barre City TIF audit report, and issued a revised audit report on December 20, 2024 indicating an amount of \$437,028 was overpaid to the Vermont Education Fund by Barre City, and is due to the City as a refund from the state education fund. The revised report is available at the state auditor's website at <https://auditor.vermont.gov/sites/auditor/files/documents/A-7%20FINAL%20Barre%20City%20Report%20Revised.pdf> (see page 12 of the revised audit report). The City of Barre will seek legislative approval during the 2025 session for reimbursement of these funds.

Please note the state auditor's corrective calculations run through FY20, which coincides with the dates of the Barre City TIF audit, however, the NEMRC calculation error continued through the remaining years of the TSA's. Another property in the district is now under a TSA, and calculations of education tax increment for that property are also being negatively impacted by the error. (51 Church Street, SPAN #036-011-10177) Barre City will work with NEMRC and PVR to correct the miscalculations for all three properties, and seek additional reimbursement from the Vermont Education Fund. Additional details will be included in the 2025 TIF annual report.

NAICS codes for 2024 annual TIF report

Code	Industry Title	Estimated # employees change
11	Agriculture, Forestry, Fishing and Hunting	
21	Mining	
22	Utilities	
23	Construction	
31-33	Manufacturing	
42	Wholesale Trade	
44-45	Retail Trade	2 net increase: new (Slowpoke Exchange)
48-49	Transportation and Warehousing	
51	Information	
52	Finance and Insurance	2 net increase (10 new VFCU; 8 decrease Key Bank)
53	Real Estate Rental and Leasing	
54	Professional, Scientific, and Technical Services	3 net increase (new CB Hair Studio)
55	Management of Companies and Enterprises	
56	Administrative and Support and Waste Management and Remediation Services	
61	Educational Services	
62	Health Care and Social Assistance	11 net increase (8 Optical Expressions relocation from Berlin Mall; 3 new VIDA medical spa)
71	Arts, Entertainment, and Recreation	
72	Accommodation and Food Services	1 net increase (6 new Tally; 5 decrease Delicate Decadence)
81	Other Services (except Public Administration)	
92	Public Administration	

CERTIFICATION OF INCREMENT AND ANNUAL REPORT

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

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

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

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

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

Signature of Assessor or Lister

>

Barre City Assessor

Name: Larry Martin

Title

Date

Signature of 2nd Party Reviewer

>

Barre City TIF Administrator

Name: Carol Dawes

Title

Date

SECTION 2: Certification of Annual Report

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

Date report presented to the municipal legislative body: 2/11/25

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

Signature of Authorizing Official*

>

Barre City Manager

Name: R. Nicolas Storellicastro

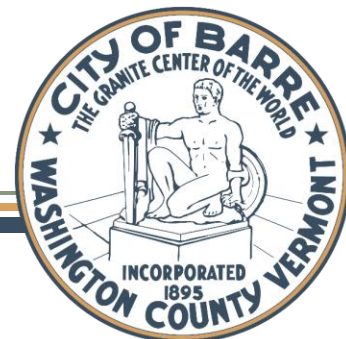
Title

Date

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

BARRE CITY FLOOD RESILIENCY PLAN: NEIGHBORHOOD WALKS & EDUCATIONAL WORKSHOPS

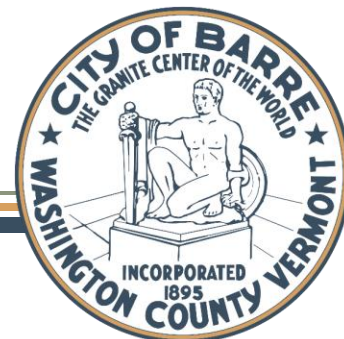
FEBRUARY 11, 2025



PLAN SECTION

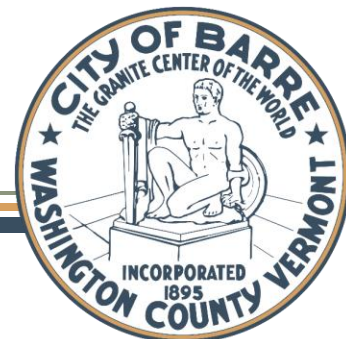
- **1.4, "Citizen-Led Neighborhood Flood Knowledge"**
- "Barre City residents are often best placed to know precisely how their neighborhoods flood. Structures across the city - even those at elevation - flooded in July 2023, and some of those could be alleviated by small, hyperlocal fixes."

- **1.5, "Resident Education"**
- "Following on the idea of hyperlocal fixes, the City can lead workshops and informational gatherings to educate residents about small flood mitigation improvements to their own properties in keeping with good stormwater planning and water flow. Additionally, there is more need for clear and consistent education about the permit process, especially as it touches on flood work. Education should include holistic understandings of Barre City's requirements under the National Flood Insurance Program and other federal rules."



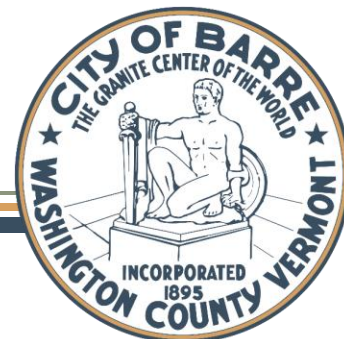
WHERE DID THIS COME FROM?

- Individual outreach in the immediate aftermath of the July 2023 flooding identified more widespread damage and residents in need, and taught the value of thinking of the city as a cohesive whole in terms of flooding
- Ward meetings in early 2024 included education around flood science and mechanisms for capturing resident knowledge
- Feedback from both of those experiences, as well as in the drafting of the flood plan, encouraged this as an ongoing effort



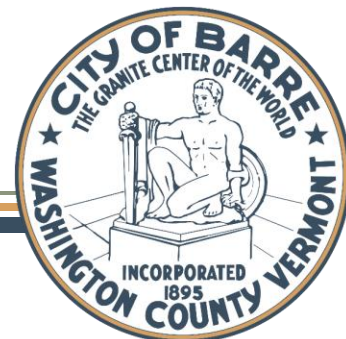
FUNDING & PROJECT SCOPE

- Barre City applied for and received a grant from the Vermont Council on Rural Development's Climate Catalyst Innovation Fund totalling \$3,050
- From their website: "VCRD launched the Climate Catalyst Innovation Fund in 2021 to support local innovators developing solutions that move Vermont closer to its climate and energy goals. The objective of the fund is to support projects for which a small grant could have a meaningful impact. In the first four rounds (2021-2024), small grants have been awarded to 92 local innovators of over \$285,000 distributed to local efforts. The Climate Catalysts Innovation Fund has supported a diversity of projects such as a flood plain public food forest, developing frontline emergency preparedness kits, climate economy workforce training, e-bikes at local libraries, and more."



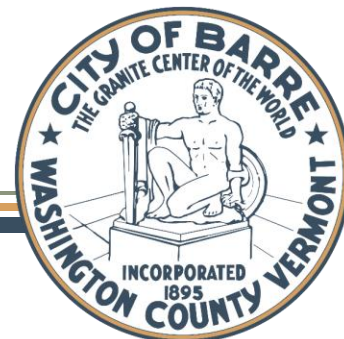
NEIGHBORHOOD WALKS

- 5 neighborhood walks to identify hyperlocal water / flooding challenges
- Residents will gather and walk the length of a street together to identify ways they have seen water flow and cause problems
- The grant provides for flyers to go on doors in the neighborhoods, posters to place downtown, and food and warm drinks to provide at the beginning of the walk
- CVRPC has agreed to help collect and record the information received, and it will be logged as part of our ongoing analysis of City water flow



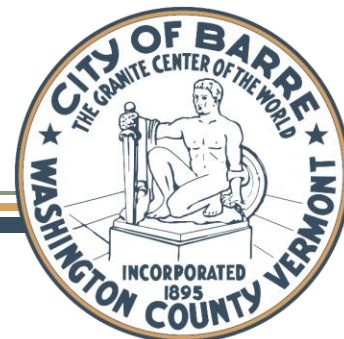
NEIGHBORHOODS

- Saturdays & Sunday afternoons, beginning at 1:00 pm
- Areas to walk:
 - Currier Park
 - Prospect Street
 - Orange Street
 - Tremont Street
 - Berlin Street



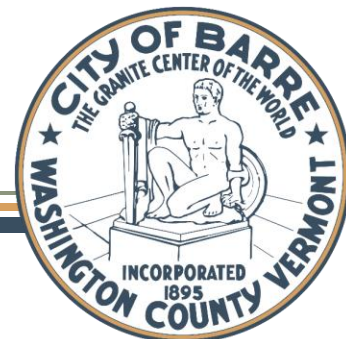
EDUCATIONAL WORKSHOPS

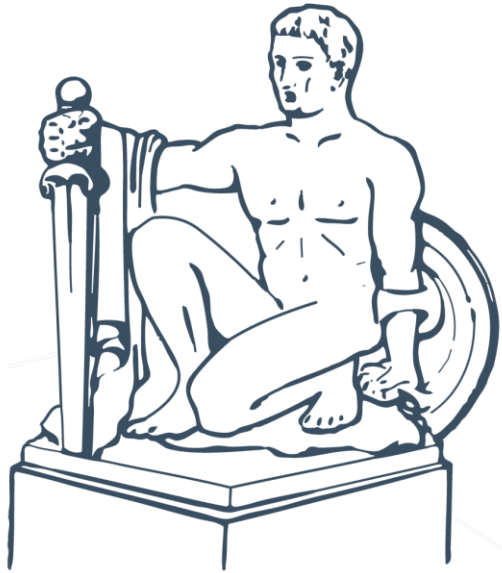
- The grant provided funding for four free educational workshops around mitigating flood impacts
- All workshops will be free and open to the public, with a priority placed on Barre City residents
- All workshops will have food and drink available
- Two workshops (rain barrels & rain gardens) will be registration required, as they have supply needs
 - Anyone attending those two workshops will also receive a \$25 gift card to Nelson's for supplies to work on their own properties



WORKSHOP SCHEDULE

- StormSmart: Analyzing Your Property for Stormwater
 - Saturday, April 5, in partnership with Friends of the Winooski River
- How to Make a Rain Barrel
 - Saturday, April 12, in partnership with Friends of the Winooski River
- How to Plant a Rain Garden
 - Saturday, April 19, in partnership with the Lake Champlain Sea Grant @ UVM
- Permitting in Barre City
 - Date TBD, with Barre City staff





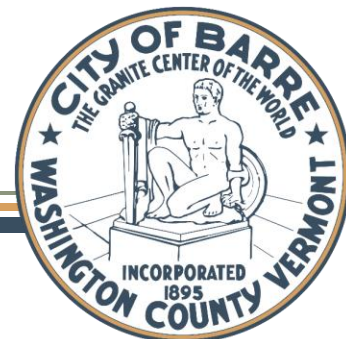
THANK YOU

QUESTIONS/DISCUSSION?

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City of Barre, Vermont

“Granite Center of the World”

CITY COUNCIL AGENDA: 2/11/2025

Agenda Item No.: 8-E

AGENDA ITEM DESCRIPTION: Discuss charter change regarding appointment of Clerk

SUBMITTING DEPARTMENT or PERSON: Councilor Stockwell

STAFF RECOMMENDATION: Discuss and provide direction on next steps to staff

BACKGROUND INFORMATION:

From Councilor Stockwell: The advantage of changing the City Clerk position from elected to appointed is that it gives City staff control over hiring for the specialized skills critical to the City’s operations, which will increase with changing regulations. An appointed position gives the City greater stability in times of transition.

From the Manager: The City is currently engaged in a transition in the Clerk/Treasurer position. At the May 2024 Annual Meeting, voters approved a Charter change to separate the Treasurer position and make that an appointed role, allowing the elected Clerk to focus solely on Clerk duties.

Charter changes must go through a hearing process. This year, the deadlines for these hearings are as follows:

- **March 4:** Last regular Council meeting to warn charter change hearings
- **April 8:** Last regular Council meeting to hold first charter change hearing
- **May 6:** Last regular Council meeting to hold second charter change hearing

ATTACHMENTS: Appointment of Municipal Clerks FAQ

LEGAL AUTHORITY: [Section 205 of the City Charter](#)

RECOMMENDED ACTION/MOTION:

Provide direction to staff about next steps.

Appointment of Municipal Clerks and Treasurers FAQs

In 2017, the Vermont Legislature passed Act 27 allowing municipalities to give their legislative bodies the power to appoint their municipal clerks and treasurers pursuant to [17 V.S.A. §§ 2651e\(d\)](#) and [2651f\(d\)](#), respectively.

Disclaimer: This resource is only intended to provide information and it does **NOT** constitute legal advice. Readers with specific legal questions are encouraged to contact an attorney. The use or downloading of this resource does **NOT** create an attorney-client relationship and will not be treated in a confidential manner.

If you have additional questions please use the ask a question button to submit them.

Ask a Question

Expand All

[How does a municipality move to an appointed municipal clerk or treasurer?](#)

A municipality's voters must approve a duly warned article to authorize its legislative body to appoint a municipal clerk or treasurer at an annual municipal meeting. [17 V.S.A. §§ 2651e\(a\), 2651f\(a\)](#).

[Can any municipality take advantage of this law?](#)

No. A municipality may not take advantage of the law if it has a municipal governance charter that specifically provides for the election or appointment of a municipal clerk or treasurer. [17 V.S.A. §§ 2651e\(d\), 2651f\(d\)](#).

[When can a municipality vote to move to an appointed clerk or treasurer?](#)

A municipality may only hold a vote on the question of whether to authorize its legislative body to appoint these officers at its annual meeting.

[When does the vote take effect?](#)

Immediately upon passage unless a petition for reconsideration or rescission is filed with the municipal clerk within 30 days following the date of the annual municipal meeting at which

the occurred, it could be overturned. [17 V.S.A. § 2661](#). See Question “When does the elected municipal clerk or treasurer’s term of office expire?” for additional information about the term of an incumbent clerk or treasurer.

[When does the elected municipal clerk or treasurer’s term of office expire?](#)

The term of the elected municipal clerk or treasurer in office at the time expires 45 calendar days after the annual municipal meeting vote or on the date upon which the legislative body appoints a municipal clerk or treasurer, whichever occurs first. [17 V.S.A. §§ 2651e\(c\), 2651f\(c\)](#).

[How long does the legislative body’s appointment authority last?](#)

A vote to authorize a legislative body to appoint the municipal clerk or treasurer remains in effect until rescinded by the majority vote of the legal voters present and voting at either an annual or special municipal meeting, duly warned for that purpose. [17 V.S.A. §§ 2651e\(b\), 2651f\(b\)](#).

[Does an appointed municipal clerk or treasurer have to be a registered voter of the municipality?](#)

No. Although elected municipal clerks and treasurers must be registered voters of the municipalities they serve, there is no such explicit statutory requirement for an appointed clerk or treasurer. [17 V.S.A. §§ 2646, 2651e, 2651f](#).

[Can an appointed municipal clerk or treasurer still appoint an assistant?](#)

Yes, as the laws governing appointed municipal clerks or treasurers do not nullify any of the laws previously applicable to elected municipal clerks and treasurers. Consequently, an appointed municipal clerk must still appoint “one or more assistant clerks” [24 V.S.A. § 1170](#), and an appointed municipal treasurer “may appoint an assistant town or city treasurer...” [24 V.S.A. § 1573](#). Considering however that an appointed clerk or treasurer serves at the pleasure of the legislative body, they should consult with the legislative body before making any appointments.

[Does an appointed municipal clerk or treasurer have to take an oath of office?](#)

The same laws governing the oaths of office of elected municipal clerks and treasurers apply to those whom are appointed. Consequently, an appointed municipal clerk and his/her assistant(s) must be sworn before entering upon the duties of their offices. [24 V.S.A. §§ 831, 1171, 1306](#). However, neither an appointed municipal treasurer nor their assistant must take an oath of office, though the treasurer of a village must do so. [24 V.S.A. § 1306](#).

Does state law require an official record of appointment for an appointed municipal clerk or treasurer?

Yes. A municipal clerk must file a certificate of their appointment with the county clerk within six days of the appointment. [24 V.S.A. § 1151](#). The name of the appointed municipal treasurer must be transmitted by the municipal clerk to the State Treasurer by July 1. [24 V.S.A. § 1166](#). The record of an assistant municipal clerk's appointment must be recorded in the municipal clerk's office and deposited with the county clerk. [24 V.S.A. § 1166](#). No record of appointment is required for an assistant treasurer.

Is an appointed municipal clerk or treasurer an independent municipal official?

Not exactly. An elected municipal clerk or treasurer is an independent municipal official who is not subject to the control of any other municipal official. Elected officials are directly accountable only to the municipality's voters. *Town of Bennington v. Booth*, 101 Vt. 24 (1928). In contrast, though appointed municipal clerks and treasurers have direct authority from statute to perform their duties, those duties must be done to the satisfaction of their employer, i.e. the legislative body. An appointed municipal clerk or treasurer serves at the pleasure of the legislative body that appoints them and if the legislative body is not satisfied with their job performance, it may terminate that clerk or treasurer (see below "Can an appointed municipal clerk or treasurer be removed from office?").

What are the duties of an appointed municipal clerk or treasurer?

An appointed municipal clerk or treasurer will have the same basic statutory roles and responsibilities as an elected municipal clerk or treasurer. The legislative body can add but it cannot take away from these statutory duties. It is recommended that any additional duties be captured by a written job description.

Can an appointed municipal clerk or treasurer be removed from office?

Yes. Unlike an elected municipal clerk or treasurer who cannot be removed from office unless a municipality has a municipal governance charter which provides otherwise, an appointed municipal clerk or treasurer can be removed from office by the legislative body for just cause after notice and hearing. [17 V.S.A. §§ 2651e\(a\), 2651f\(a\)](#).

Publication Date

11/05/2023