

REGULAR COUNCIL MEETING
Tuesday, January 26, 2021, 7:00pm
City Council Chambers

Join Zoom Meeting

<https://zoom.us/j/95613164796?pwd=bnBkeGlzUzArRlJOSHk2SSStzUVBNOT09>

Meeting ID: 956 1316 4796

Passcode: 570803

+1 929 205 6099 US (New York)

1. Call to Order – 7:00 p.m.
2. Adjustments to the Agenda
3. Consent Agenda
 - A. Approval of Minutes of the Regular City Council Meeting January 19, 2021
 - B. Approval of City Warrants from Week of Wednesday January 27, 2021
 - C. Clerk’s Office Licenses and Permits
 - D. Approval of Employee Assessor Job Description
 - E. Renew Chargepoint Contract for Merchant’s Row EV Charging Station (Clerk)
 - F. Authorize Engineering Agrmt with Dufresne Grp re: No. Main St. PS Upgrade (DPW Director)
 - G. Authorize Engineering Agrmt with Dufresne Grp re: Water System Chlorine Study (DPW Director)
4. City Clerk & Treasurer Report
5. Liquor Control Board
6. City Manager’s Report
7. Visitors and Communications
8. Old Business:
 - A. None
9. New Business
 - A. Warned for 7:15 PM: First Public Hearing Proposed Charter Changes (Clerk)
 - B. 2nd Quarter Budget Update (Financial Director)
 - C. Approve Warning for 2021 Annual Town Meeting (Clerk)
 - D. Approval of 2021 Certificate of Highway Mileage (Clerk)
 - E. Warned for 7:30 PM: Downstreet Housing VCDP Application for 31 Keith Avenue Project (Downstreet Housing, Planning Director)
 - F. Authorization to Execute Contract in Support of the State Emergency Sheltering Pgrm (Police Chief)
 - G. Authorize Gap Funding for WWTF Digester Improvements Project (Manager)
 - H. Municipal Roads General Permit (DPW Director)
10. Round Table
11. Executive Session – As Needed
12. Adjourn

Steven E. Mackenzie, P.E., City Manager

*The portion of this meeting starting at 7:00pm will be taped for re-broadcast on Channel 194 CVTV
and will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon
CVTV Link for meetings online – cvtv723.org/*

OTHER MEETINGS AND EVENTS

Until further notice, Committee and Board meetings may be held only via video (virtual) platforms. **Check the City Website for Meeting Warnings, Agendas and log-in instructions.**

Monday, January 25

Energy Committee, 5:30pm, Virtual (ZOOM)

Wednesday, January 27

Animal & Fowl Task Force, 6pm, Virtual (ZOOM)

Ground Rules for Debating

- 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
 - No notes are taken during Executive Session



City of Barre, Vermont

“Granite Center of the World”

Steven E. Mackenzie, P.E.
City Manager

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Barre, VT 05641
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manager@barrecity.org

MEMO

TO: City Council
FR: The Manager
CC:
DATE: 01/22/21
SUBJECT: Packet Memo re: 01/26/21 Council Agenda Items

Councilors:

The following notes apply to packet support material for the Subject Council Agenda:

Consent Agenda:

3.E Chargepoint Renewal Contract:

At “Packet-Time”, Carol had not received this renewal contract. She will forward if/as soon as received prior to the Council meeting.

3.F No. Main St. Pump Station Engineering Services Agreement (ESA)

This ESA is in the packet for your review. I will provide a background memo in a Council Packet *Addendum* NLT Sunday afternoon.

3.G Chlorine Study Engineering Services Agreement (ESA)

This ESA is in the packet for your review. I will provide a background memo in a Council Packet *Addendum* NLT Sunday afternoon.

3.H. There is no Item “**3.H**” on the published Consent Agenda, but we were advised after Agenda publication that the 1/22/21 letter I prepared (copied to Council and attached here again) at the request of the Barre Partnership in support of the **Better Places Grant Application** needs Council Approval. We will add this to the Consent Agenda Tuesday night under Adjustments.

New Business:

9. F. State Emergency Sheltering Program Contract

This also is a last minute request to Chief Bombardier from **William McSalis** Director, Office of State Safety & Security; State of Vermont/Department of Buildings and General Services

(“Chief: If your City Manager can write a quick e-mail approving the PD to move into a contract with the state to provide proactive security and law enforcement services in support of the state’s emergency sheltering program that would be wonderful.”)

This request came with no contract. I advised I need a copy of the contract for Council review and authorization to execute. I will forward a copy as soon as received.

9.G Gap Funding Authorization

I will provide a Briefing Memo in a Council Packet *Addendum* NLT Sunday afternoon.

**Regular Meeting of the Barre City Council
Held January 19, 2021**

The Regular Meeting of the Barre City Council was called to order on video conference by Mayor Lucas Herring at 7:00 PM. In attendance, participating on video or phone, were: From Ward I, Councilors Jake Hemmerick and John Steinman; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Rich Morey and Ericka Reil. City staff members present via video or phone were City Manager Steven Mackenzie, Fire Chief Doug Brent, Deputy Fire Chief Joe Aldsworth, Public Works Director Bill Ahearn, Finance Director Dawn Monahan, Planning Director Janet Shatney, and Clerk/Treasurer Carol Dawes.

Absent: NONE

Adjustments to the Agenda: The consent agenda item regarding the DPW campus will be placed under new business. The consent agenda item regarding the Chargepoint contract is deferred. The new agenda item regarding gap funding for the digester project is deferred. Mayor Herring replaced the digester agenda item with the DPW campus agenda item, and moved the old business budget discussion to new business.

Approval of Consent Agenda:

Council approved the following consent agenda items on motion of Councilor Hemmerick, seconded by Councilor Reil. **Motion carried on roll call vote, with all voting in favor.**

- Minutes of the following meetings:
 - Regular Meeting of January 12, 2021
- City Warrants as presented:
 - Approval of Week 2021-03, dated January 20, 2021:
 - Accounts Payable: \$205,280.20
 - Payroll (gross): \$121,757.26
- 2021 Licenses & Permits: NONE

The City Clerk/Treasurer Report –

Clerk/Treasurer Dawes reported on the following:

- The TIF 2020 annual report was submitted to VEPC last week. It will be coming to Council for review and approval by mid-February.
- Offices up for election on Town Meeting Day are three councilors; two school board members; school moderator, clerk & treasurer; and one at-large Central Vermont Public Safety Authority board member. Information and forms for candidates are available on the election section of the City website. Consent forms are due to the Clerk's office by January 25th.
- Third quarter property taxes are due by February 15th. We are transitioning to electronic receipt of escrow tax payments from manual receipt and entry, which will be more efficient.

Liquor Control – NONE

City Manager's Report - Manager Mackenzie reported on the following:

- COVID procedures remain status quo.
- The state will use the Civic Center as a vaccination center starting next week. The VT Department of Health website will feature a reservation page beginning on Monday, January 25th.
- Met with Washington Railroad to finalize alignment of the Metro Way bike path. Land needs to be leased from the state to accommodate the path.

Visitors and Communications –Mayor Herring shared the following:

- Governor Scott and Department of Health Commissioner Dr. Mark Levine had potential COVID

- exposure at yesterday's press conference. They will be tested and quarantine.
- Police Chief Tim Bombardier is reaching out to state agencies and service providers regarding interactions with people placed in local motels due to homelessness. Local police departments are seeing a significant increase in calls for service with that population.
- As per charter, the Council cannot direct the work of committees, boards and commissions that aren't City-created, such as the Planning Commission.

Old Business –

B) Review or Draft Capital Improvements Plan.

Planning Director Janet Shatney reviewed the draft plan, and said department heads are still providing input. It was noted most of the FY21 items included in the plan are covered by bonds already approved by voters. There was discussion on funding sources, prioritization, and developing master contracts of similar projects for economies of scale.

New Business –

A) Vermont Center for Independent Living Ballot Funding Request.

VCIL executive director Linda Meleady asked Council to place a \$3,000 funding request on the annual town meeting ballot. Ms. Meleady said she missed the deadline for submitting their request documents earlier this month, but noted City voters have been supporting the organization since the late 1980's. She said VCIL provides support to City residents through their programs such as Meals on Wheels and assistance with accessibility renovations. Councilor Reil noted she works for VCIL and would abstain from any action. Council approved placing the funding request on the ballot on motion of Councilor Waszazak, seconded by Councilor Hemmerick. **Motion carried on roll call vote, with Councilor Reil abstaining.**

B) BUUSD FY22 Budget Presentation.

Present were Barre Unified Union School District superintendent David Wells, Finance Committee chair Sonya Spaulding, and Finance Director Lisa Perreault. Ms. Spaulding gave a Powerpoint presentation on the district's proposed FY22 budget, noting there is a 4.14% budget increase, and a 6.4% budget increase for the Central Vermont Career Center. Ms. Spaulding reviewed the reasons for the increase including salaries, requirements to pay a larger portion of the statewide health insurance plan, and the first debt service payments on construction of the new home for the Spaulding Education Alternatives program. The City's projected tax rate increase is 13 cents, and per pupil spending continues to be lower than the statewide average. There was discussion on falling student numbers and the impacts from COVID.

C) Review of FY22 Streets/Sidewalks/Capital Ballot Items Spending Plan.

Public Works director Bill Ahearn reviewed his memo and spreadsheet, and spoke of projects being deferred due to COVID and amendments to the FY21 project plans. Mr. Ahearn said they are looking to make the available funding go farther by modifying street work with overlays rather than rehabilitations, and noted the spending plan does not include any storm water work. There was discussion on developing a pavement management program, developing more pedestrian safety and ADA compatibility, sidewalk repair work needed on Washington Street, collaborating with other City committees including the ADA Committee and the Transportation Advisory Committee, and surveying user needs in the neighborhoods. Mr. Ahearn said he looks to the Council to determine exactly which streets and sidewalks are to be worked on in particular years.

D) Authorize Gap Funding for WWTF Digester Improvements Project.

Deferred.

Moved from consent agenda) Authorize DPW Campus Upgrade A/E Agreement Award.

Mr. Ahearn gave a Powerpoint on the project and recommended Council award the contract to Banwell Architects. He reviewed the bid and selection process, and said the contract includes three public informational meetings. The design documents are expected to be completed by the end of the calendar year.

Councilor approved Mr. Ahearn's recommendation and authorized Manager Mackenzie to sign on behalf of the City on motion of Councilor Boutin, seconded by Councilor Waszazak. **Motion carried on roll call vote, with all voting in favor.**

E) Discussion: Tax Increment Finance (TIF) District Future Development Plans.

Clerk Dawes reviewed the history of the district, remaining debt capacity and possible projects included in the current TIF plan. There was discussion on the need for additional funding sources to complete the Merchant's Row project, time available for incurring additional debt, and possible changes to the TIF plan to shift focus from parking to infill development that would grow the grand list. Manager Mackenzie will give a comprehensive briefing on the proposed Merchant's Row project at the February 16th Council meeting.

Moved from old business) Review and/or Adoption of FY22 General Fund Budget.

Manager Mackenzie reviewed DRAFT #4.A of the proposed FY22 budget. He noted the budget calls for a projected tax rate increase of 3.11%, and the budget increase is 2.1% over the FY21 budget as reduced by Council before setting the tax rate this year.

Council approved the proposed FY22 budget of \$12,836,332, of which \$9,316,073 is to be raised by taxes, on motion of Councilor Boutin, seconded by Councilor Waszazak. **Motion carried on roll call vote, with all voting in favor.**

F) Discussion of Proposed Charter Changes.

Clerk Dawes reviewed the list of proposed charter changes as discussed at last week's meeting, and said the items will be placed as four separate articles on the Annual Town Meeting ballot. Council approved including the proposed charter changes on the ballot on motion of Councilor Boutin, seconded by Councilor Steinman. **Motion carried on roll call vote, with all voting in favor.**

G) Discussion on Minimum Housing Ordinance Changes.

Mayor Herring reviewed the proposed changes, and noted City Staff had reviewed the document and made some of the suggested revisions. There was discussion on minimum size of units and the number of people allowed to live in different size units, and on standardizing references to various state departments and agencies. The Mayor will forward the draft to City Attorney Oliver Twombly for review before bringing it back to Council for a first reading.

H) Review and/or Approve Investment Policy.

Councilor Waszazak and Clerk Dawes reviewed the proposed revisions, and noted they were developed in conjunction with the City's investment councilor Gabe Lajeunesse. There was discussion on the safety section revisions. Councilor Boutin said the addition of language supporting socially responsible investing is politicizing the policy. Clerk Dawes said the policy calls for periodic reporting to the Council, and she will begin offering such reports in the near future.

Council adopted the revised policy on motion of Councilor Waszazak, seconded by Councilor Hemmerick. **Motion carried on roll call vote, with Mayor Herring and Councilors Waszazak, Hemmerick and Reil voting in favor, and Councilors Boutin, Morey and Steinman voting against.**

I) Approval of FY20 Annual Report Photo(s).

The Council reviewed a series of photos submitted by the public for the cover of the 2020 annual report. It was noted photos could also go on the back cover and inside covers. Council approved the following photos:

- Front cover: North Main Street looking towards City Hall Park, taken by Tracie Lewis of the Barre Partnership.
- Back cover: Pearl Street pedway at night, taken by Manager Mackenzie.
- Inside covers: Robert Burns statue, taken by Heather Duke; and the Rotary Club Summer Street mural, taken by Caroline Earle.

To be approved at 01/25/21 Barre City Council Meeting

Round Table – NONE

Executive Session –

The Council meeting was adjourned by Mayor Herring at 10:05 PM.

There is no audio recording of this meeting. The meeting was recorded by the video conference platform.

Respectfully submitted,

Carolyn S. Dawes, City Clerk

DRAFT

By check number for check acct 01(GENERAL FUND) and check dates 01/27/21 thru 01/27/21

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
22095 VMERS DB		CH4THQTR	employer contribution	001-9030-110.0154	CITY PENSION PLAN	0.00	50.60	139608
01118 A COOPER MECHANICAL INC		011421	contractor services	003-8533-500.1401	900K-BOILER FOR DIGESTER	0.00	17,337.00	139550
01032 ABSOLUTE OFFICE EQUIPMENT		15190	meter ink, freight	001-5010-220.0416	POSTAGE METER CONTRACT	0.00	138.00	139551
01150 AIRGAS USA LLC		9108573480	oxygen	003-8330-320.0740	EQUIPMENT MAINT	0.00	32.99	139552
01136 ALLEGIANCE TRUCKS		010521	clevis, exhaust core, def	001-8050-320.0743	TRUCK MAINT - STS	0.00	135.52	139553
		010521	clevis, exhaust core, def	001-8050-350.1061	SUPPLIES - GARAGE	0.00	207.98	139553
		011321	core credit	001-8050-320.0743	TRUCK MAINT - STS	0.00	-60.00	139553
		011421	tank air press	002-8220-320.0740	EQUIPMENT MAINT	0.00	708.90	139553
						0.00	992.40	
01060 AMAZON CAPITAL SERVICES		MV76-123120	storage boxes	048-6100-320.0751	CTCL Election Grant Exp	0.00	279.98	139554
01093 AMERICAN ROCK SALT CO LLC		0654549	salt	001-8050-360.1184	SALT - SNO	0.00	4,238.44	139555
23018 AUBUCHON HARDWARE		497831	drill bit	003-8330-350.1060	SMALL TOOLS	0.00	20.69	139556
		497894	hinges	001-8050-320.0743	TRUCK MAINT - STS	0.00	11.68	139556
		497945	saw hole	001-8050-350.1060	SMALL TOOLS	0.00	9.44	139556
		497947A	arbor saw	001-8050-350.1060	SMALL TOOLS	0.00	18.89	139556
		497949	ice melt	001-8050-350.1061	SUPPLIES - GARAGE	0.00	61.16	139556
		497976	brush, flux, solder, torch	001-8050-350.1061	SUPPLIES - GARAGE	0.00	112.91	139556
		498000	filters	002-8220-320.0727	BLDG & GROUNDS MAINT	0.00	48.57	139556
		498002	couplings	002-8220-320.0740	EQUIPMENT MAINT	0.00	26.51	139556
		498004	marker drive	001-7020-470.1270	MACHINES/EQUIPMENT OUTLAY	0.00	9.88	139556
		498036	tubing, kwikset, lid	001-7020-350.1049	CUSTODIAL SUPPLIES	0.00	3.40	139556
		498036	tubing, kwikset, lid	001-6043-350.1050	BLDG/GROUND SUPPLIES	0.00	5.38	139556
		498065	grease	001-7020-470.1270	MACHINES/EQUIPMENT OUTLAY	0.00	19.50	139556
						0.00	348.01	
02085 BARRE AREA DEVELOPMENT INC		011321	expenses 10/1-12/31/20	001-8035-120.0175	BARRE AREA DEV CORP	0.00	11,128.75	139558
		011521	2nd installment Barre Roc	001-9130-360.1206	BADC ROCK SOLID PROGRAM	0.00	10,000.00	139558
						0.00	21,128.75	
02461 BARRE PHARMACY LLC OR CITY OF BARR		134500200000	prop tax overpayment	001-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	7,803.06	139559

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Vendor

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

02131	BARRE UNIFIED UNION SCHOOL DISTRICT						
	004500910000	prop tax overpayment	001-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	1,150.00	139560
02221	BEAUREGARD EQUIPMENT INC						
	36058	filters,oil	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	437.33	139561
02193	BEN'S UNIFORMS						
	93651	shirts,freight	001-6040-340.0940	CLOTHING	0.00	278.00	139562
	93666	pants,freight	001-6050-340.0940	CLOTHING	0.00	225.00	139562

					0.00	503.00	
02132	BURRELL ROOFING CO INC						
	5634	labor	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	150.00	139563
03217	C V LANDFILL INC						
	687014	trash removal	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	138.33	139564
03267	CHARBONNEAU MICHAEL						
	011721	retirement supplies	001-6040-220.0413	DUES/MEMBERSHIP FEES	0.00	53.60	139565
03277	CHARTER COMMUNICATIONS						
	011921	internet 1/19-2/18/21	001-7020-200.0217	IT	0.00	134.98	139566
03012	CLARKS TRUCK CENTER						
	441913	muffler,freight	001-8050-320.0743	TRUCK MAINT - STS	0.00	72.41	139567
03329	CROUTER JOHN						
	02740	water overpayment	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	136.37	139568
03061	CVSWMD						
	423314	recycle lamps	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	5.20	139569
04071	DEAD RIVER CO						
	010421	fuel oil,lic fee,fuel tax	001-8050-330.0829	FUEL OIL - GARAGE	0.00	744.72	139570
	010421	fuel oil,lic fee,fuel tax	002-8200-330.0829	FUEL OIL - GARAGE	0.00	231.76	139570
	010421	fuel oil,lic fee,fuel tax	003-8330-330.0825	FUEL OIL	0.00	728.01	139570
	010421	fuel oil,lic fee,fuel tax	003-8300-330.0829	FUEL OIL	0.00	268.30	139570
	011221	fuel oil,lic fee,fuel tax	001-8050-330.0829	FUEL OIL - GARAGE	0.00	667.82	139570
	011221	fuel oil,lic fee,fuel tax	002-8200-330.0829	FUEL OIL - GARAGE	0.00	281.02	139570
	011221	fuel oil,lic fee,fuel tax	003-8330-330.0825	FUEL OIL	0.00	1,009.98	139570
	517544	fuel oil,lic fee,fuel tax	001-7020-330.0831	FUEL OIL - AUD/ANNEX	0.00	8,720.88	139570

					0.00	12,652.49	
04106	DUBOIS & KING INC						
	320203	services 7/1/17-5/31/19	050-5810-360.1160	2020 560K BOND	0.00	1,594.04	139571
	520232	services 1/1-4/30/20	050-5810-360.1160	2020 560K BOND	0.00	586.88	139571

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Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
					0.00	2,180.92	
05059 ENDYNE INC							
	359218	lab services	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	20.00	139572
	359325	lab services	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	80.00	139572
	359463	lab services	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	1,080.00	139572
	359641	lab services	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	95.00	139572
					0.00	1,275.00	
05030 ESMI OF NEW YORK LLC							
	22060	sludge disposal	003-8330-230.0519	DISPOSAL OF SLUDGE	0.00	2,482.50	139573
	22069	sludge disposal	003-8330-230.0519	DISPOSAL OF SLUDGE	0.00	10,013.41	139573
					0.00	12,495.91	
05007 EVERETT J PRESCOTT INC							
	5814099	gaskets	002-8220-320.0740	EQUIPMENT MAINT	0.00	112.12	139574
	5815119	tees	002-8200-320.0750	MAIN LINE MAINT	0.00	151.04	139574
					0.00	263.16	
06009 F W WEBB CO							
	70098113	conn,toilet tank,bowl	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	264.46	139575
	70108055	flanges,gaskets	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	17.16	139575
					0.00	281.62	
06105 FIRSTLIGHT FIBER							
	8465653	monthly service	001-5010-200.0214	TELEPHONE	0.00	17.06	139576
	8465653	monthly service	001-5020-200.0214	TELEPHONE	0.00	68.25	139576
	8465653	monthly service	001-5040-200.0214	TELEPHONE	0.00	213.36	139576
	8465653	monthly service	001-5050-200.0214	TELEPHONE	0.00	102.37	139576
	8465653	monthly service	001-5050-440.1240	COMPUTER EQUIP/SOFTWARE	0.00	559.33	139576
	8465653	monthly service	001-5070-200.0214	TELEPHONE	0.00	102.37	139576
	8465653	monthly service	001-6040-200.0214	PHONE /LANDLINE/INTERNET	0.00	152.02	139576
	8465653	monthly service	001-6050-200.0214	TELEPHONE	0.00	105.00	139576
	8465653	monthly service	001-6050-210.0310	COMPUTER ACCESS - PD	0.00	100.00	139576
	8465653	monthly service	001-7020-200.0214	TELEPHONE	0.00	137.51	139576
	8465653	monthly service	001-7030-200.0214	TELEPHONE	0.00	25.96	139576
	8465653	monthly service	001-7050-200.0214	TELEPHONE	0.00	34.24	139576
	8465653	monthly service	001-8020-200.0214	TELEPHONE	0.00	68.25	139576
	8465653	monthly service	001-8030-200.0214	TELEPHONE	0.00	51.19	139576
	8465653	monthly service	001-8050-200.0214	TELEPHONE	0.00	72.15	139576
	8465653	monthly service	002-8200-200.0214	TELEPHONE	0.00	49.37	139576
	8465653	monthly service	002-8220-200.0214	TELEPHONE	0.00	71.68	139576
	8465653	monthly service	003-8300-200.0214	TELEPHONE	0.00	25.59	139576
	8465653	monthly service	003-8330-200.0214	TELEPHONE	0.00	82.50	139576

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Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	8465653	monthly service	001-6043-350.1050	BLDG/GROUND SUPPLIES	0.00	24.51	139576
	8465653	monthly service	001-7015-320.0730	POOL & BLD MAINT	0.00	23.78	139576
	8465653	monthly service	001-7020-200.0217	IT	0.00	55.95	139576
	8465653	monthly service	051-0280-360.1165	SEMP VCF TRUST PROJECTS	0.00	21.91	139576
	8465653	monthly service	001-6055-200.0214	TELEPHONE LANDLINE	0.00	157.50	139576
	8465653	monthly service	001-6055-210.0310	COMPUTER ACCESS - PD	0.00	150.00	139576
	8465653	monthly service	001-8500-200.0214	TELEPHONE	0.00	47.34	139576

					0.00	2,519.19	
06012 FISHER SCIENTIFIC							
	6822495	chemicals	003-8330-320.0737	LAB MAINT	0.00	56.08	139577
	7082220	acid	003-8330-320.0737	LAB MAINT	0.00	58.10	139577

					0.00	114.18	
05092 FLINT RENEE							
	011521	refund parking permit	001-4030-430.4038	PARKING PERMITS	0.00	266.67	139578
07016 GALLS LLC							
	017368747	holster, freight	001-6050-340.0941	EQUIPMENT - SAFETY	0.00	674.07	139579
07006 GREEN MT POWER CORP							
	00492-1220	135 N Main St Wheelock	001-7015-200.0210	WHEELLOCK ELECTRICITY	0.00	79.40	139580
	044230-1220	public works garage	001-8050-200.0210	ELECTRICITY	0.00	1,128.63	139580
	049710-1220	E Cobble Hill Rd water ps	002-8200-200.0205	ELECTRICITY-FIRE DISTRICT	0.00	307.49	139580
	07890-1220	Cobble Hill Mdws water ps	002-8200-200.0210	ELECTRICITY - COBBLE HILL	0.00	227.67	139580
	10586-1220	Nelson St prv	002-8200-200.0203	ELECTRICITY-NELSON PV	0.00	21.57	139580
	149710-1220	Rt 302 prv	002-8200-200.0212	ELECTRICITY - RT 302 POLE	0.00	24.29	139580
	177846-1220	Keith Pearl ped way	001-6060-200.0212	PEDWAY/KEITH AVE LOT LIGH	0.00	97.00	139580
	19335-1220	Merchants Row ev station	001-6045-200.0210	EVCS ELECTRICITY-MERCH RO	0.00	84.33	139580
	30386-1220	Richardson Rd prv	002-8200-200.0211	ELECTRICITY - RICH RD POL	0.00	40.82	139580
	40586-1220	Main St lights	001-6060-200.0210	ELECTRICITY	0.00	606.42	139580
	48336-1220	Prospect St bridge	002-8200-200.0204	ELECTRICITY-PROSPECT BDGE	0.00	393.13	139580
	515442-1220	Enterprise Alley sve bldg	048-8315-200.0210	ENT ALY O&M	0.00	20.94	139580
	53423-1220	water dept yard light	002-8200-200.0207	Electricity-Burnham Yd Li	0.00	25.65	139580
	55379-2120	Enterprise Alley lights	001-6060-200.0210	ELECTRICITY	0.00	125.33	139580
	58336-1220	N Main St pump station	003-8300-200.0212	ELECTRICITY NO MAIN ST	0.00	198.18	139580
	62174-1220	N Front St WWTP	003-8330-200.0210	ELECTRICITY	0.00	10,239.94	139580
	63423-1220	Currier Park panel	001-8040-200.0210	ELECTRICITY CURRIER/DENTE	0.00	20.94	139580
	83423-1220	sewer dept bldg	003-8300-200.0210	ELECTRICITY	0.00	164.28	139580
	89336-1220	Hope Cemetery office	001-8500-200.0221	ELECTRICITY-OFFICE	0.00	50.61	139580
	93423-1220	W Cobble Hill water vault	002-8200-200.0209	ELECTRICITY - W CBL HL VA	0.00	173.14	139580

					0.00	14,029.76	
09021 IRVING ENERGY							
	275151	propane	001-7035-330.0836	BOTTLED GAS	0.00	382.45	139583
	332347	propane	001-7030-330.0836	BOTTLED GAS	0.00	106.61	139583

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Vendor

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	814140	propane	001-7020-330.0836	BOTTLED GAS	0.00	259.91	139583
	814704	propane	001-7030-330.0836	BOTTLED GAS	0.00	299.17	139583
	815348	propane	001-7030-330.0836	BOTTLED GAS	0.00	300.36	139583

					0.00	1,348.50	
11057 KINNEY DRUGS INC							
	081220	medical supplies	001-6040-370.1380	COVID-19 MATERIALS	0.00	289.29	139584
12004 LAFASO ELECTRIC INC							
	2120	labor,panel,processor,but	001-6070-200.0211	TRAFFIC LIGHT MAINTENANCE	0.00	17,067.70	139585
12024 LAROCHE TOWING & RECOVERY							
	26942	tow zamboni	001-7030-350.1053	SUPPLIES/EQUIPMENT	0.00	250.00	139586
12045 LHS ASSOCIATES INC							
	68764	accuvote battery	001-5060-360.1165	PROGRAM MATERIALS	0.00	37.00	139587
12009 LOWELL MCLEODS INC							
	863289	mud flaps	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	31.90	139588
	863372	bolts	001-8050-320.0743	TRUCK MAINT - STS	0.00	26.90	139588

					0.00	58.80	
13068 MAIN STREET LAW LLP							
	66226	professional services	001-5030-120.0173	PROF SERVICES - LABOR	0.00	230.00	139589
	66278	professional services	001-5030-120.0173	PROF SERVICES - LABOR	0.00	1,479.00	139589
	66370	professional services	001-5030-120.0173	PROF SERVICES - LABOR	0.00	230.00	139589

					0.00	1,939.00	
14078 NEW ENGLAND AIR SYSTEMS LLC							
	173081	labor,tests,cplgs,wipes	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	3,300.80	139590
	173094	labor	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	495.00	139590
	173120	labor,caps,tests,trip chg	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	779.00	139590
	173124	labor,cplg kit,tests,trip	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	315.16	139590
	173313	labor,trip charge	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	246.00	139590
	173499	labor,test,trip chg,consu	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	72.00	139590

					0.00	5,207.96	
14121 NORTHFIELD AUTO SUPPLY							
	330118	plugs	001-8050-320.0743	TRUCK MAINT - STS	0.00	2.38	139591
	330121	connector	002-8200-320.0740	EQUIPMENT MAINT	0.00	10.99	139591
	330478	wire	001-8050-320.0743	TRUCK MAINT - STS	0.00	13.44	139591
	330524	radiator cap	002-8220-320.0740	EQUIPMENT MAINT	0.00	6.29	139591
	330535	rust fix	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	8.99	139591
	330536	rust fix credit	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	-3.00	139591
	330569	wire	001-8050-350.1061	SUPPLIES - GARAGE	0.00	78.00	139591

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Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	330570	radiator cap	002-8220-320.0740	EQUIPMENT MAINT	0.00	6.29	139591
	330623	lugs,terminal,cable,switc	003-8300-320.0743	TRUCK MAINT	0.00	98.25	139591
	330650	pipe swivel,seal tape	001-7030-350.1053	SUPPLIES/EQUIPMENT	0.00	8.22	139591
	330661	belt tensioner assy	003-8330-320.0743	TRUCK MAINT	0.00	57.73	139591
	330843	switch	001-8050-320.0742	SNOW EQUIP MAINT	0.00	39.27	139591
	330894	fuses	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	11.96	139591
	330938	pwr steering fluid	001-8050-320.0743	TRUCK MAINT - STS	0.00	19.99	139591
					0.00	358.80	
14055 NORWAY & SONS INC							
	1322	smoke detector,base,frt	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	150.73	139593
	16043	labor,cover,ext	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	113.36	139593
					0.00	264.09	
14164 NOVUS MORRISON SOLAR LLC							
	182	estimate monthly output	001-6043-200.0212	CITY HALL BM SOLAR PROJ	0.00	611.44	139594
	182	estimate monthly output	001-7020-200.0212	AUD BM SOLAR PROJECT	0.00	1,454.27	139594
	182	estimate monthly output	001-7030-200.0212	BOR BM SOLAR PROJECT	0.00	2,182.00	139594
	182	estimate monthly output	001-7035-200.0212	PSB BM SOLAR PROJECT	0.00	1,377.53	139594
	182	estimate monthly output	003-8330-200.0212	WWTP BM SOLAR PROJ	0.00	6,363.76	139594
					0.00	11,989.00	
15020 O'REILLY AUTOMOTIVE INC							
	214887	visor,brush	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	75.98	139595
15003 ORMSBY'S COMPUTER SYSTEMS INC							
	37618	support services	001-5040-110.0153	NETWORK HW/SW EXPENSES	0.00	150.00	139596
16125 PORTLAND GLASS							
	867139	lexan,legs,labor,pine	001-7035-370.1380	COVID-19 MATERIALS	0.00	3,757.08	139597
17002 QUILL CORP							
	13839112	key tags	001-8020-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	13.91	139598
	13846925	pens,pads,key tags,staple	001-5070-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	31.14	139598
	13846925	pens,pads,key tags,staple	001-8020-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	227.05	139598
	13846925	pens,pads,key tags,staple	002-8200-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	16.91	139598
	13846925	pens,pads,key tags,staple	003-8300-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	121.79	139598
					0.00	410.80	
18004 REYNOLDS & SON INC							
	3384105	labor,oil seal,screws,clu	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	141.10	139599
19102 SECURSHRED							
	353991	services through 1/21	001-5040-130.0185	SECURE SHRED	0.00	45.00	139600
20073 TENCO INDUSTRIES INC							
	7346187	cylinder	001-8050-320.0743	TRUCK MAINT - STS	0.00	578.00	139601

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Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
20133 TIME WARNER CABLE							
	010121	services 1/1-1/31/21	001-6040-200.0214	PHONE /LANDLINE/INTERNET	0.00	207.45	139602
20002 TIMES ARGUS ASSOC INC							
	6677	advertise agenda 1/19	001-5010-230.0510	ADVERTISING/PRINTING	0.00	308.56	139603
21002 UNIFIRST CORP							
	4551933	uniform rental	001-8050-320.0743	TRUCK MAINT - STS	0.00	69.00	139604
	4551933	uniform rental	001-8050-340.0940	CLOTHING	0.00	214.32	139604
	4551933	uniform rental	002-8200-340.0940	CLOTHING	0.00	90.73	139604
	4551933	uniform rental	003-8300-340.0940	CLOTHING	0.00	56.84	139604
	4553896	uniform rental	001-8050-320.0743	TRUCK MAINT - STS	0.00	74.00	139604
	4553896	uniform rental	001-8050-340.0940	CLOTHING	0.00	214.32	139604
	4553896	uniform rental	002-8200-340.0940	CLOTHING	0.00	90.73	139604
	4553896	uniform rental	003-8300-340.0940	CLOTHING	0.00	56.84	139604
	4553899	uniform rental	002-8220-340.0940	CLOTHING	0.00	66.99	139604
	4555830	uniform rental	001-7020-340.0940	CLOTHING	0.00	56.32	139604
	4555830	uniform rental	001-7030-340.0940	CLOTHING	0.00	50.92	139604
	4555830	uniform rental	001-7035-340.0940	CLOTHING	0.00	21.72	139604
	4555830	uniform rental	001-7015-340.0940	CLOTHING	0.00	10.58	139604
	4555830	uniform rental	001-8500-340.0940	CLOTHING	0.00	21.02	139604
					0.00	1,094.33	
22153 VERMONT FOODBANK							
	011821	parking meter funds	020-1000-140.0125	COMM DONATION PASS-THROUG	0.00	2,022.07	139606
22158 VERMONT HEATING & VENTILATING CO							
	80997	labor, conns, actuator, frt	003-8330-320.0740	EQUIPMENT MAINT	0.00	1,631.57	139607
23041 WORK SAFE							
	24782	fasteners	001-8050-350.1064	SUPPLIES - SS	0.00	176.74	139609
	24790	signs	001-8050-360.1192	KA PARKING LOT/SW EXP	0.00	214.80	139609
	24795	posts	001-8050-360.1192	KA PARKING LOT/SW EXP	0.00	83.70	139609
	24811	decals	002-8200-320.0749	VAULT MAINTENANCE	0.00	33.50	139609
					0.00	508.74	

01/22/21

City of Barre Accounts Payable

01:41 pm

Warrant/Invoice Report # 21-30

dmcnally

By check number for check acct 01(GENERAL FUND) and check dates 01/27/21 thru 01/27/21

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
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Report Total

151,624.24

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 \$ ***151,624.24
 Let this be your order for the payments of these amounts.



Effective Date: December 30, 2020

Organization: City of Barre, Vermont, USA

Position Title: Assessor

Classification: Exempt

Department: Planning Permitting and Assessing

Supervisor: Director of Planning Permitting and Assessing

Summary/Objective

The Assessor is responsible for establishing and maintaining assessments of real estate and personal property. This is specialized administrative and technical work in the valuation and assessment of real and personal property.

Employee is responsible for appraising and assessing real and personal property for taxation within the City, and for the administration and maintenance of all records necessary to the assessment program.

Essential Functions

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Is responsible for maintaining the Grand List in an up-to-date status, on an annual basis.
2. Plans and administers the assessment/appraisal system for the City of Barre in maintaining current property valuation through visitation and data collection.
3. Appraises all properties i.e. residential, commercial, agricultural, industrial properties, special rights and interests, exempt, personal property, and public utility properties.
4. Tracks permits issued from the Permit Administrator for new construction, renovations, upgrades to include electrical, structure or property for the purpose of keeping individual property assessments current.
5. Determines the valuations to be placed on new, renovated, and existing property based on changing market values.
6. Administers, maintains and keeps updated the software that contains property values and property descriptions, modification history.

7. Administers and maintains a collection of sales data to utilize the market approach to value.
8. Collects all economic and social data effecting property values; prepares appraisal and other reports as necessary.
9. Maintains a positive relationship with other staff, public and real estate professionals in obtaining information pertaining to the sale of real estate.
10. Answers complex questions related to tax bills inquiries and property.
11. Schedules, plans and attends annual property grievance hearings.
12. Coordinates with the permitting and planning staff on all aspects that will impact property values within the City.
13. Conveys and enforces procedures in a professional, impartial and diplomatic manner.
14. Follows the City of Barre charter and ordinances as they pertain to assessing.
15. Stays current on the latest City of Barre, State of Vermont or Federal policies or programs as they pertain to Assessing. Report to the Director of Planning, Permitting and Assessing any changes that significantly impact the City.

Necessary Knowledge, Skills and Abilities

1. Thorough knowledge of the principles, methods, and techniques of real and personal property assessment and valuation.
2. Relevant experience in property assessment work involving the appraisal and evaluation of land and buildings.
3. Ability to learn and effectively utilize the City Assessing system.
4. Relevant knowledge of the City ordinances, planning and zoning, and general State laws governing real and personal property assessments, and statutory exemptions.
5. Knowledge of building construction methods and architecture, the mechanics of real estate sale and finance.
6. Ability to analyze factors which may influence the value of property and to exercise judgment in determining property values and changes in City structures and physical properties.
7. Ability to plan and organize the maintenance of property records to facilitate the preparation of varied assessment rolls and reports.
8. Ability to become knowledgeable of the geographic layout of the City.
9. Ability to deal with the public, as well as fellow staff in a courteous, responsive and professional manner at all times whether in person, on the telephone or via email.

Supervisory Responsibility

This position has no supervisory authority and reports directly to the Director of Planning, Permitting and Assessing Services. This position will work with other City of Barre staff to provide assistance in the completion of duties as discussed above.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL ACTIVITY REQUIREMENTS			
<ul style="list-style-type: none"> Employee is responsible for wearing and maintaining personal protective equipment when needed. This job requires the ability to stand for extended periods of time. This job requires the ability to see, whether naturally or with vision correction tools (glasses, contacts). This job requires the ability to hear, whether naturally or with hearing correction tools (hearing aid) in order to communicate with co-worker/supervisors/customers, and to recognize audible warning devices from trucks and equipment. Must have the ability to be on one's feet regularly and use hands, arms, and legs repeatedly on the job. Specific vision abilities required by this job include: close vision, color vision, peripheral vision, depth perception and ability to adjust focus. Work frequently occurs in confined areas. The noise level in the work environment is sometimes loud. 			
Primary Physical Requirements		Other Physical Requirements	
Lift up to 10 lbs.:	Performed regularly	Twisting:	Performed frequently
Lift 11 to 25 lbs.:	Performed frequently	Bending:	Performed frequently
Lift 26 to 50 lbs.:	Performed rarely	Crawling:	Occasionally performed
Lift over 50 lbs.:	N/A	Squatting:	Performed frequently
		Kneeling:	Performed frequently
Carry up to 10 lbs.:	Performed regularly	Crouching:	Performed frequently
Carry 11 to 25 lbs.:	Performed frequently	Climbing:	Occasionally performed
Carry 25 to 50 lbs.:	Performed rarely	Balancing:	Occasionally performed
Carry over 50 lbs.:	N/A	Work Surfaces	
Reach above shoulder height:	Occasionally performed		
Reach at shoulder height:	Performed frequently	In Avg. 8 hour Day Employee is Required to:	
Reach below shoulder height:	Performed frequently	Sit	
		Consecutive Hrs.	1 2 3 4 5 6 7 8
Push/Pull:	Performed frequently	Total Hrs.	1 2 3 4 5 6 7 8
Hand Manipulation		Stand	
Grasping:	Performed frequently	Consecutive Hrs.	1 2 3 4 5 6 7 8
Handling:	Performed frequently	Total Hrs.	1 2 3 4 5 6 7 8
Torqueing:	Occasionally performed	Walk	
Fingering:	Performed frequently	Consecutive Hrs.	1 2 3 4 5 6 7 8
		Total Hrs.	1 2 3 4 5 6 7 8

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. This position by its nature is designed to be a combination of outside work visiting properties and office work.
2. Occasionally works outside with varying weather conditions. Weather can vary from extreme cold to extreme heat, rain, snow, ice, flooding, etc.
3. Occasionally visits construction sites that may be inherently dangerous.
4. Occasionally works near moving mechanical parts and is frequently exposed to wet and/or humid conditions and vibration.
5. The noise level in the work environment is usually low to moderate.

Position Type/Expected Hours of Work

This position is classified as exempt full-time. Standard days and hours of work are Monday through Friday, 7:30 a.m. to 4:30 p.m. with an hour for lunchtime. However, the position requires the ability to periodically work during nonstandard hours only when the need arises and is approved by the Director.

Travel

Local travel will be required around the City of Barre to properties with the use of a privately owned vehicle.

Additional Eligibility Qualifications

Possession of a valid Vermont Property Appraiser Certification (*There are four levels of certification (VPA I, VPA II, VPA III and VPMA)*) or be capable of certification within a *reasonable time period as determined between the applicant and the Director*. Also must maintain valid Vermont Driver's License

Work Authorization/Security Clearance (if applicable)

- Must be authorized to legally work in the United States.
- Must possess a valid driver's license in good standing.
- Must be able to get to and from work on a consistent basis.

AAP/EEO Statement

City of Barre provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, City of Barre complies with applicable state and local laws governing nondiscrimination in employment in every location in which the City has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

City of Barre expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of City of Barre's employees to perform their job duties may result in discipline up to and including discharge.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Signatures

This job description has been approved by all levels of management:

Department Head _____

HR _____

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

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

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
City of Barre, VT _____ (“Owner”) and
Dufresne Group _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Preliminary Engineer Phase for the North End Wastewater Pump Station (“Project”)

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

Engineer's services under this Agreement are generally identified as follows:

Preliminary Engineering Report

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

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

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

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

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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

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

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

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit A-1, Schedule
- C. Exhibit A-2 Pages 13-22 RUS Bulletin 1780-2
- D. Exhibit B, Owner’s Responsibilities.
- E. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

- ~~F. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~
- ~~G. Exhibit E, Notice of Acceptability of Work.~~
- ~~H. Exhibit F, Construction Cost Limit **Not Used**~~
- I. Exhibit G, Insurance.
- J. Exhibit H, Dispute Resolution.
- K. ~~Exhibit I, Limitations of Liability **Not Used**~~
- ~~L. Exhibit J, Special Provisions **Not Used**~~
- M. Exhibit K, Amendment to Owner-Engineer Agreement.
- N. Exhibit L, DEC Certification Page

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Barre

Engineer: Dufresne Group

By: _____
Print name: Steve MacKenzie
Title: City Manager
Date Signed: _____

By: Naomi Johnson
Print name: Naomi Johnson
Title: President
Date Signed: December 21, 2020

Engineer License or Firm's Certificate No. (if required):

State of: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

E-Mail Address: _____

E-Mail Address: _____

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **Replacement of the existing ejector station with a new pump station equipped with an emergency generator. The site of the new facilities is adjacent to the existing station, and on the opposite side of Route 302.**
 - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] ~~[insert specific number]~~ alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase. **The site visit will be coordinated to occur on the same day as a project kickoff meeting. Prepare agenda and written minutes of the kickoff meeting. Distribute copies of the meeting minutes.**

Exhibit A

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project. **Completion of an Environmental Assessment is not included in the scope of work. The level of effort is based on consultation with VTrans representatives regarding work in the Route 302 and Railroad ROW. No other agency involvement is included.**
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The report will be formatted to meet the requirements of RUS Bulletin 1780-2 "Preliminary Engineering Report for the Water and Waste Disposal Program". The report content will be limited to the project for the North End pump station and will not be prepared for the entire City collection, pumping and treatment systems. A copy of pages 13-22, Detailed Outline of a Preliminary Engineering Report from RUS Bulletin 1780-2 is attached as Exhibit L.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

Exhibit A

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **Complete the Environmental Information Document and Environmental Report Form, including obtaining a report a Historic and Archaeologic review from a specialty subconsultant. The level of effort for the ER assumes no wetlands are in the project area and the project qualifies for a Categorical Exclusion.**
 - b. **Provide funding assistance including completing CWSRF funding applications and providing ongoing assistance with the CWSRF funding program and Municipal Bond Bank.**
 - c. **Complete a topographic survey of the project area generally within the Route 302 right of way at the existing and proposed station sites, up to an area of 1 acre.**
 - d. **Meet with the CLIENT or regulatory during the PROJECT to discuss findings and receive input. Prepare agenda and written minutes of the meetings. One meeting, in addition to the kickoff and other site visits, is included. Distribute copies of the meeting minutes.**
 15. Furnish 2 review copies of the Report and any other Study and Report Phase deliverables to Owner within 60 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 15 days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

~~A1.02 Preliminary Design Phase Not Used~~

~~A1.03 Final Design Phase Not Used~~

~~A1.04 Bidding or Negotiating Phase Not Used~~

~~A1.05 Construction Phase Not Used~~

~~A1.06 Post-Construction Phase Not Used~~

PART 2 – ADDITIONAL SERVICES

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

Exhibit A

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

Exhibit A

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

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

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the

Exhibit A

acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

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

Exhibit A

**EXHIBIT A-1, APPENDIX 1
PROJECT SCHEDULE**

I. General:

1. The CLIENT and DG recognize the project schedule is based on the initiation of services date shown below. Delays in the initiation of the start date or due to CLIENT and regulatory review time may delay other interim dates as shown herein.
2. Engineering services as provided under this AGREEMENT begin with the execution of this AGREEMENT.

II. Schedule:

1. Services are expected to commence upon receipt of a signed agreement and proceed along the following general schedule:
 - A. Receive Authorization to Proceed by January 4, 2021
 - B. Kickoff Meeting January 19, 2021
 - C. Complete survey and base mapping January 8, 2021
 - D. Develop draft PER April 2, 2021
 - E. Complete EID/ER form..... April 2, 2021
 - F. Provide final PERMay 15, 2021
2. Some of the services listed above are based upon review times by regulatory agencies or construction activities. In these cases, completion of services by DG is dependent on parties beyond the control of either the CLIENT or DG. If regulatory review times extend beyond the times normally expected the interim dates and completion dates listed may be affected.

DETAILED OUTLINE OF A PRELIMINARY ENGINEERING REPORT

1) PROJECT PLANNING

Describe the area under consideration. Service may be provided by a combination of central, cluster, and/or centrally managed individual facilities. The description should include information on the following:

- a) Location. Provide scale maps and photographs of the project planning area and any existing service areas. Include legal and natural boundaries and a topographical map of the service area.
- b) Environmental Resources Present. Provide maps, photographs, and/or a narrative description of environmental resources present in the project planning area that affect design of the project. Environmental review information that has already been developed to meet requirements of NEPA or a state equivalent review process can be used here.
- c) Population Trends. Provide U.S. Census or other population data (including references) for the service area for at least the past two decades if available. Population projections for the project planning area and concentrated growth areas should be provided for the project design period. Base projections on historical records with justification from recognized sources.
- d) Community Engagement. Describe the utility's approach used (or proposed for use) to engage the community in the project planning process. The project planning process should help the community develop an understanding of the need for the project, the utility operational service levels required, funding and revenue strategies to meet these requirements, along with other considerations.

2) EXISTING FACILITIES

Describe each part (e.g. processing unit) of the existing facility and include the following information:

- a) Location Map. Provide a map and a schematic process layout of all existing facilities. Identify facilities that are no longer in use or abandoned. Include photographs of existing facilities.
- b) History. Indicate when major system components were constructed, renovated, expanded, or removed from service. Discuss any component failures and the cause for the failure. Provide a history of any applicable violations of regulatory requirements.
- c) Condition of Existing Facilities. Describe present condition; suitability for continued use; adequacy of current facilities; and their conveyance, treatment, storage, and disposal capabilities. Describe the existing capacity of each component. Describe and reference compliance with applicable federal, state, and local laws. Include a brief analysis of overall current energy consumption. Reference an asset management plan if applicable.

- d) Financial Status of any Existing Facilities. (Note: Some agencies require the owner to submit the most recent audit or financial statement as part of the application package.) Provide information regarding current rate schedules, annual O&M cost (with a breakout of current energy costs), other capital improvement programs, and tabulation of users by monthly usage categories for the most recent typical fiscal year. Give status of existing debts and required reserve accounts.
- e) Water/Energy/Waste Audits. If applicable to the project, discuss any water, energy, and/or waste audits which have been conducted and the main outcomes.

3) NEED FOR PROJECT

Describe the needs in the following order of priority:

- a) Health, Sanitation, and Security. Describe concerns and include relevant regulations and correspondence from/to federal and state regulatory agencies. Include copies of such correspondence as an attachment to the Report.
- b) Aging Infrastructure. Describe the concerns and indicate those with the greatest impact. Describe water loss, inflow and infiltration, treatment or storage needs, management adequacy, inefficient designs, and other problems. Describe any safety concerns.
- c) Reasonable Growth. Describe the reasonable growth capacity that is necessary to meet needs during the planning period. Facilities proposed to be constructed to meet future growth needs should generally be supported by additional revenues. Consideration should be given to designing for phased capacity increases. Provide number of new customers committed to this project.

4) ALTERNATIVES CONSIDERED

This section should contain a description of the alternatives that were considered in planning a solution to meet the identified needs. Documentation of alternatives considered is often a Report weakness. Alternative approaches to ownership and management, system design (including resource efficient or green alternatives), and sharing of services, including various forms of partnerships, should be considered. In addition, the following alternatives should be considered, if practicable: building new centralized facilities, optimizing the current facilities (no construction), developing centrally managed decentralized systems, including small cluster or individual systems, and developing an optimum combination of centralized and decentralized systems. Alternatives should be consistent with those considered in the NEPA, or state equivalent, environmental review. Technically infeasible alternatives that were considered should be mentioned briefly along with an explanation of why they are infeasible, but do not require full analysis. For each technically feasible alternative, the description should include the following information:

- a) Description. Describe the facilities associated with every technically feasible alternative. Describe source, conveyance, treatment, storage and distribution

facilities for each alternative. A feasible system may include a combination of centralized and decentralized (on-site or cluster) facilities.

- b) Design Criteria. State the design parameters used for evaluation purposes. These parameters should comply with federal, state, and agency design policies and regulatory requirements.
- c) Map. Provide a schematic layout map to scale and a process diagram if applicable. If applicable, include future expansion of the facility.
- d) Environmental Impacts. Provide information about how the specific alternative may impact the environment. Describe only those unique direct and indirect impacts on floodplains, wetlands, other important land resources, endangered species, historical and archaeological properties, etc., as they relate to each specific alternative evaluated. Include generation and management of residuals and wastes.
- e) Land Requirements. Identify sites and easements required. Further specify whether these properties are currently owned, to be acquired, leased, or have access agreements.
- f) Potential Construction Problems. Discuss concerns such as subsurface rock, high water table, limited access, existing resource or site impairment, or other conditions which may affect cost of construction or operation of facility.
- g) Sustainability Considerations. Sustainable utility management practices include environmental, social, and economic benefits that aid in creating a resilient utility.
 - i) Water and Energy Efficiency. Discuss water reuse, water efficiency, water conservation, energy efficient design (i.e. reduction in electrical demand), and/or renewable generation of energy, and/or minimization of carbon footprint, if applicable to the alternative. Alternatively, discuss the water and energy usage for this option as compared to other alternatives.
 - ii) Green Infrastructure. Discuss aspects of project that preserve or mimic natural processes to manage stormwater, if applicable to the alternative. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use, if applicable.
 - iii) Other. Discuss any other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the alternative, if applicable.
- h) Cost Estimates. Provide cost estimates for each alternative, including a breakdown of the following costs associated with the project: construction, non-construction, and annual O&M costs. A construction contingency should be included as a non-construction cost. Cost estimates should be included with the descriptions of each technically feasible alternative. O&M costs should include a rough breakdown by O&M category (see example below) and not just a value for each alternative. Information from other sources, such as the recipient's accountant or other known technical service providers, can be incorporated to assist in the development of this section. The cost derived will be used in the life cycle cost analysis described in Section 5 a.

Example O&M Cost Estimate	
Personnel (i.e. Salary, Benefits, Payroll Tax, Insurance, Training)	
Administrative Costs (e.g. office supplies, printing, etc.)	
Water Purchase or Waste Treatment Costs	
Insurance	
Energy Cost (Fuel and/or Electrical)	
Process Chemical	
Monitoring & Testing	
Short Lived Asset Maintenance/Replacement*	
Professional Services	
Residuals Disposal	
Miscellaneous	
Total	

* See Appendix A for example list

5) SELECTION OF AN ALTERNATIVE

Selection of an alternative is the process by which data from the previous section, “Alternatives Considered” is analyzed in a systematic manner to identify a recommended alternative. The analysis should include consideration of both life cycle costs and non-monetary factors (i.e. triple bottom line analysis: financial, social, and environmental). If water reuse or conservation, energy efficient design, and/or renewable generation of energy components are included in the proposal provide an explanation of their cost effectiveness in this section.

- a) Life Cycle Cost Analysis. A life cycle present worth cost analysis (an engineering economics technique to evaluate present and future costs for comparison of alternatives) should be completed to compare the technically feasible alternatives. Do not leave out alternatives because of anticipated costs; let the life cycle cost analysis show whether an alternative may have an acceptable cost. This analysis should meet the following requirements and should be repeated for each technically feasible alternative. Several analyses may be required if the project has different aspects, such as one analysis for different types of collection systems and another for different types of treatment.
1. The analysis should convert all costs to present day dollars;
 2. The planning period to be used is recommended to be 20 years, but may be any period determined reasonable by the engineer and concurred on by the state or federal agency;
 3. The discount rate to be used should be the “real” discount rate taken from Appendix C of OMB circular A-94 and found at (www.whitehouse.gov/omb/circulars/a094/a94_appx-c.html);
 4. The total capital cost (construction plus non-construction costs) should be included;

5. Annual O&M costs should be converted to present day dollars using a uniform series present worth (USPW) calculation;
6. The salvage value of the constructed project should be estimated using the anticipated life expectancy of the constructed items using straight line depreciation calculated at the end of the planning period and converted to present day dollars;
7. The present worth of the salvage value should be subtracted from the present worth costs;
8. The net present value (NPV) is then calculated for each technically feasible alternative as the sum of the capital cost (C) plus the present worth of the uniform series of annual O&M (USPW (O&M)) costs minus the single payment present worth of the salvage value (SPPW(S)):

$$\text{NPV} = C + \text{USPW (O\&M)} - \text{SPPW (S)}$$

9. A table showing the capital cost, annual O&M cost, salvage value, present worth of each of these values, and the NPV should be developed for state or federal agency review. All factors (major and minor components), discount rates, and planning periods used should be shown within the table;
10. Short lived asset costs (See Appendix A for examples) should also be included in the life cycle cost analysis if determined appropriate by the consulting engineer or agency. Life cycles of short lived assets should be tailored to the facilities being constructed and be based on generally accepted design life. Different features in the system may have varied life cycles.

- b) Non-Monetary Factors. Non-monetary factors, including social and environmental aspects (e.g. sustainability considerations, operator training requirements, permit issues, community objections, reduction of greenhouse gas emissions, wetland relocation) should also be considered in determining which alternative is recommended and may be factored into the calculations.

6) PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

The engineer should include a recommendation for which alternative(s) should be implemented. This section should contain a fully developed description of the proposed project based on the preliminary description under the evaluation of alternatives. Include a schematic for any treatment processes, a layout of the system, and a location map of the proposed facilities. At least the following information should be included as applicable to the specific project:

- a) Preliminary Project Design.

- i) Drinking Water:

Water Supply. Include requirements for quality and quantity. Describe recommended source, including site and allocation allowed.

Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of plant and site of any process discharges. Identify capacity of treatment plant (i.e. Maximum Daily Demand).

Storage. Identify size, type and location.

Pumping Stations. Identify size, type, location and any special power requirements. For rehabilitation projects, include description of components upgraded.

Distribution Layout. Identify general location of new pipe, replacement, or rehabilitation: lengths, sizes and key components.

ii) Wastewater/Reuse:

Collection System/Reclaimed Water System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.

Pumping Stations. Identify size, type, site location, and any special power requirements. For rehabilitation projects, include description of components upgraded.

Storage. Identify size, type, location and frequency of operation.

Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of any treatment units and site of any discharges (end use for reclaimed water). Identify capacity of treatment plant (i.e. Average Daily Flow).

iii) Solid Waste:

Collection. Describe process in detail and identify quantities of material (in both volume and weight), length of transport, location and type of transfer facilities, and any special handling requirements.

Storage. If any, describe capacity, type, and site location.

Processing. If any, describe capacity, type, and site location.

Disposal. Describe process in detail and identify permit requirements, quantities of material, recycling processes, location of plant, and site of any process discharges.

iv) Stormwater:

Collection System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.

Pumping Stations. Identify size, type, location, and any special power requirements.

Treatment. Describe treatment process in detail. Identify location of treatment facilities and process discharges. Capacity of treatment process should also be addressed.

Storage. Identify size, type, location and frequency of operation.

Disposal. Describe type of disposal facilities and location.

Green Infrastructure. Provide the following information for green infrastructure alternatives:

- Control Measures Selected. Identify types of control measures selected (e.g., vegetated areas, planter boxes, permeable pavement, rainwater cisterns).
- Layout: Identify placement of green infrastructure control measures, flow paths, and drainage area for each control measure.
- Sizing: Identify surface area and water storage volume for each green infrastructure control measure. Where applicable, soil infiltration rate, evapotranspiration rate, and use rate (for rainwater harvesting) should also be addressed.
- Overflow: Describe overflow structures and locations for conveyance of larger precipitation events.

- b) Project Schedule. Identify proposed dates for submittal and anticipated approval of all required documents, land and easement acquisition, permit applications, advertisement for bids, loan closing, contract award, initiation of construction, substantial completion, final completion, and initiation of operation.
- c) Permit Requirements. Identify any construction, discharge and capacity permits that will/may be required as a result of the project.
- d) Sustainability Considerations (if applicable).
- i) Water and Energy Efficiency. Describe aspects of the proposed project addressing water reuse, water efficiency, and water conservation, energy efficient design, and/or renewable generation of energy, if incorporated into the selected alternative.
- ii) Green Infrastructure. Describe aspects of project that preserve or mimic natural processes to manage stormwater, if applicable to the selected alternative. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use, if applicable.
- iii) Other. Describe other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the selected alternative, if incorporated into the selected alternative.
- e) Total Project Cost Estimate (Engineer's Opinion of Probable Cost). Provide an itemized estimate of the project cost based on the stated period of construction. Include construction, land and right-of-ways, legal, engineering, construction program management, funds administration, interest, equipment, construction contingency, refinancing, and other costs associated with the proposed project. The construction subtotal should be separated out from the non-construction costs. The non-construction subtotal should be included and added to the

construction subtotal to establish the total project cost. An appropriate construction contingency should be added as part of the non-construction subtotal. For projects containing both water and waste disposal systems, provide a separate cost estimate for each system as well as a grand total. If applicable, the cost estimate should be itemized to reflect cost sharing including apportionment between funding sources. The engineer may rely on the owner for estimates of cost for items other than construction, equipment, and engineering.

- f) Annual Operating Budget. Provide itemized annual operating budget information. The owner has primary responsibility for the annual operating budget, however, there are other parties that may provide technical assistance. This information will be used to evaluate the financial capacity of the system. The engineer will incorporate information from the owner's accountant and other known technical service providers.
- i) Income. Provide information about all sources of income for the system including a proposed rate schedule. Project income realistically for existing and proposed new users separately, based on existing user billings, water treatment contracts, and other sources of income. In the absence of historic data or other reliable information, for budget purposes, base water use on 100 gallons per capita per day. Water use per residential connection may then be calculated based on the most recent U.S. Census, American Community Survey, or other data for the state or county of the average household size. When large agricultural or commercial users are projected, the Report should identify those users and include facts to substantiate such projections and evaluate the impact of such users on the economic viability of the project.
- ii) Annual O&M Costs. Provide an itemized list by expense category and project costs realistically. Provide projected costs for operating the system as improved. In the absence of other reliable data, base on actual costs of other existing facilities of similar size and complexity. Include facts in the Report to substantiate O&M cost estimates. Include personnel costs, administrative costs, water purchase or treatment costs, accounting and auditing fees, legal fees, interest, utilities, energy costs, insurance, annual repairs and maintenance, monitoring and testing, supplies, chemicals, residuals disposal, office supplies, printing, professional services, and miscellaneous as applicable. Any income from renewable energy generation which is sold back to the electric utility should also be included, if applicable. If applicable, note the operator grade needed.
- iii) Debt Repayments. Describe existing and proposed financing with the estimated amount of annual debt repayments from all sources. All estimates of funding should be based on loans, not grants.
- iv) Reserves. Describe the existing and proposed loan obligation reserve requirements for the following:

Debt Service Reserve – For specific debt service reserve requirements consult with individual funding sources. If General Obligation bonds are proposed to be used as loan security, this section may be omitted, but this should be clearly stated if it is the case.

Short-Lived Asset Reserve – A table of short lived assets should be included for the system (See Appendix A for examples). The table should include the asset, the expected year of replacement, and the anticipated cost of each. Prepare a recommended annual reserve deposit to fund replacement of short-lived assets, such as pumps, paint, and small equipment. Short-lived assets include those items not covered under O&M, however, this does not include facilities such as a water tank or treatment facility replacement that are usually funded with long-term capital financing.

7. CONCLUSIONS AND RECOMMENDATIONS

Provide any additional findings and recommendations that should be considered in development of the project. This may include recommendations for special studies, highlighting of the need for special coordination, a recommended plan of action to expedite project development, and any other necessary considerations.

Appendix A: Example List of Short-Lived Asset Infrastructure

Estimated Repair, Rehab, Replacement Expenses by Item within up to 20 Years from Installation)	
Drinking Water Utilities	Wastewater Utilities
<p>Source Related</p> <ul style="list-style-type: none"> Pumps Pump Controls Pump Motors Telemetry Intake/ Well screens Water Level Sensors Pressure Transducers 	<p>Treatment Related</p> <ul style="list-style-type: none"> Pump Pump Controls Pump Motors Chemical feed pumps Membrane Filters Fibers Field & Process Instrumentation Equipment UV lamps Centrifuges Aeration blowers Aeration diffusers and nozzles Trickling filters, RBCs, etc. Belt presses & driers Sludge Collecting and Dewatering Equipment Level Sensors Pressure Transducers Pump Controls Back-up power generator Chemical Leak Detection Equipment Flow meters SCADA Systems
<p>Treatment Related</p> <ul style="list-style-type: none"> Chemical feed pumps Altitude Valves Valve Actuators Field & Process Instrumentation Equipment Granular filter media Air compressors & control units Pumps Pump Motors Pump Controls Water Level Sensors Pressure Transducers Sludge Collection & Dewatering UV Lamps Membranes Back-up power generators Chemical Leak Detection Equipment Flow meters SCADA Systems 	<p>Collection System Related</p> <ul style="list-style-type: none"> Pump Pump Controls Pump Motors Trash racks/bar screens Sewer line rodding equipment Air compressors Vaults, lids, and access hatches Security devices and fencing Alarms & Telemetry Chemical Leak Detection Equipment
<p>Distribution System Related</p> <ul style="list-style-type: none"> Residential and Small Commercial Meters Meter boxes Hydrants & Blow offs Pressure reducing valves Cross connection control devices Altitude valves Alarms & Telemetry Vaults, lids, and access hatches Security devices and fencing Storage reservoir painting/patching 	

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

Owner's Responsibilities

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

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

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

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

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [] ***[List any other Owner responsibilities here.]***

Exhibit B – Owner's Responsibilities

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

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Lump Sum Basic Services set forth in Exhibit A (**Items 1-13, 15 and 16**), as follows:
1. A Lump Sum amount of **\$12,900** based on the following estimated distribution of compensation:
 - a. Study and Report Phase
 - b. ~~Preliminary Design Phase~~ _____
 - c. ~~Design Phase~~ _____
 - d. ~~Bid Phase~~ _____
 - e. ~~Construction Phase~~ _____
 - f. ~~Post Construction Phase~~
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **[None]**.
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding the time shown in the schedule, Exhibit A, Appendix 1 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties including Exhibit C Appendix 1 and Appendix 2:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Hourly Rate Basic Services set forth in Exhibit A, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be **\$\$8,500** based on the following estimated distribution of compensation:
 - a. Study and Report Phase (A1.01 Item 14) \$8,500
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants' charges.
7. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants' charges.

**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

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8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of [December 31]) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.08].

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.08].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during

the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

Standard Hourly Rates Schedule

SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2020

FEES:

Engineering and Technical Services:

President/Director	\$175.00-\$190.00 per hour		
Vice President/Regional Manager I	\$130.00	"	"
Project Manager	\$105.00-\$115.00	"	"
Project Engineer I	\$100.00-\$105.00	"	"
Construction Manager	\$100.00	"	"
Regional Manager II	\$95.00	"	"
Project Engineer II	\$90.00	"	"
Engineering Technician/Construction Engineer	\$60.00-\$85.00	"	"
Engineering Intern	\$45.00-\$50.00	"	"

Administrative Services:

Clerical Office Manager	\$70.00 per hour		
Office Assistant	\$50.00-\$65.00 per hour		

EXPENSES:

Mileage - passenger car	Current IRS Rate		
Mileage - survey truck and related equipment	\$0.68 per mile		

Copying:

24" x 36"	\$2.50 each		
8½" x 11" B&W	\$.10 each		
8 ½" x 11" Color	\$.20 each		
11" x 17" B&W	\$.49 each		
11" x 17" Color	\$.98 each		

Subcontracted and subconsultant services if required at cost plus 8%

TERMS AND CONDITIONS:

1. Time provided in excess of 40 hours per week or after 9 PM for night time construction observation shall be provided at 150% of the rates shown.
2. Time and expense charges are valid through December 31, 2020.

TABLE 2 LEVEL OF EFFORT BUDGET WORKSHEET

Project Name: Barre City North End PS PER

Date: October 20, 2020

Task Number	Task Description	Director RED, PE (Hrs)	President NRJ, PE (Hrs)	VP RM CMH, PE (Hrs)	VP RM AJD, PE (Hrs)	PM SMW, PE (Hrs)	PM TPK, PE (Hrs)	PM WAN, PE (Hrs)	CM RNG (Hrs)	RM BLB (Hrs)	Proj Eng EAE CWF (Hrs)	Eng Tech KSM (Hrs)	Eng Tech MCB (Hrs)	RPR JLG (Hrs)	Clerical OM MAV (Hrs)	Clerical KEM (Hrs)	Sub Consult (Hrs)	Expenses (Dollars)	Cost Per Task
Preliminary Engineering																			
1	Consult with Owner on design criteria and existing data		1			2													\$405
2	Identify solutions					2													\$230
3	Evaluate solutions					2											\$1,500		\$1,850
4	Visit the site and conduct kickoff meeting		4			8												\$150	\$1,770
5	Advise Owner of additional info needed					1													\$115
6	Recommend solution					2													\$230
7	Consult with regulatory agencies (Vtrans)					4												\$50	\$510
8	Prepare PER		6			20			8				16		4				\$5,830
9	Advise Owner of any services needed as listed in Exh. B					1													\$115
10	Assist with any Project Strategies, Technologies and Techniques					1													\$115
11	Assist with identifying sustainability opportunities, if asked					1													\$115
12	Use ASCE 38 to advise on underground locating					1													\$115
13	Develop scope for survey					1													\$115
14	Other tasks:																		
a	EID/ER form completion including HAA					4							4						\$760
b	Funding assistance		8			8													\$2,320
c	Topographic survey (Step II task)		1			16							24					\$90	\$3,905
d	Meetings		4			6												\$125	\$1,515
15	Draft PER (2 copies)		1			4									2			\$35	\$810
16	Revise and provide Final PER (2 copies)		1			4									2				\$775
Total Hours		0	26	0	0	88	0	0	8	0	0	0	44	0	8	0			
Percent of Total Hours		0%	15%	0%	0%	51%	0%	0%	5%	0%	0%	0%	25%	0%	5%	0%			
Hourly Rate		\$190.00	\$175.00	\$130.00	\$130.00	\$115.00	\$105.00	\$100.00	\$100.00	\$95.00	\$90.00	\$85.00	\$75.00	\$60.00	\$70.00	\$65.00			
Subtotals		\$0	\$4,550	\$0	\$0	\$10,120	\$0	\$0	\$800	\$0	\$0	\$3,300	\$0	\$560	\$0	\$1,500	\$450		\$21,400

NOTES:

- Hourly rates are valid through December 31, 2020.
- Direct subconsultant costs, if any, are listed in the Sub Consult column. The Cost Per Task column includes an 8% markup on subconsultant direct costs.
- The total fee includes Basic (Lump Sum) and Special (Hourly or Time & Expense Not to Exceed) items, with totals for these two components listed below.
 Basic \$12,900
 Special \$8,500
- Two items should be excluded from a comparison of the Step I fee to the State fee allowance: 1) Funding assistance is not a standard service. 2) Topographic survey is normally a Final Design/Step II task.



TOTAL FEES \$21,400

TOTAL HOURS 174

Step I amount \$15,175

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

Insurance

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

G6.05 Insurance

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

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[500,000]
 - 2) Bodily injury by disease, each employee: \$[500,000]
 - 3) Bodily injury/disease, aggregate: \$[500,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[50,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[1,000,000]
 - 2) Annual Aggregate \$[1,000,000]
- g. Other (specify): \$[0]

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[1,000,000]
- 2) Bodily injury by Disease, Each Employee \$[1,000,000]
- 3) Bodily injury/Disease, Aggregate \$[2,000,000]

c. General Liability --

- 1) General Aggregate: \$[2,000,000]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[1,000,000]
- 2) General Aggregate: \$[2,000,000]

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

\$[2,000,000]

f. Other (specify):

\$[0]

F. Additional Insureds:

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

- a. [Dufresne Group]
Engineer
- b. []
Engineer's Consultant
- c. []
Engineer's Consultant
- d. []
[other]

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

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

Exhibit G – Insurance.

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

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

Dispute Resolution

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

H6.08 *Dispute Resolution*

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

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

Special Provisions

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

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

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

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

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

DEC CERTIFICATION PAGE

PROJECT NAME: Preliminary Engineering Phase for North End Wastewater Pump Station

PROJECT LOCATION: Barre, Vermont

APPLICANT & LOAN/GRANT NUMBER: _____

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

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

SUMMARY OF ENGINEERING FEES

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

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study		LS/NTE
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services	\$12,900	LS/NTE
b. Environmental Information Document Services		LS/NTE
c. Additional Services included in Step I (include additional lines and itemize each item separately)	\$8,500	LS/NTE
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents		LS/NTE
b. Additional Services included in Step II (include additional lines)		LS/NTE
4. Step III		
a. Bid Phase Services		LS
b. Construction Phase Services		LS
c. Resident Project Representative Services		NTE
d. Post Construction Phase Services		LS
e. Additional Services included in Step III (include additional lines)		LS/NTE
5. Total Engineering Costs		
6. Construction Costs		
a. Contract 1		
b. Small Purchase		
c. Additional Items (include additional lines)		
7. Total Project Cost		
8. Total Bond Amount		

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: Exhibit A, Pages 1-3.

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 ___ deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables
30%		
60%		
90%	April 2, 2021	Draft PER
Final		

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

CONSULTING FIRM NAME

Naomi Johnson

Engineer

December 21, 2020

Date

President, Dufresne Group

Name and Title

Town of _____

Owner

Date

Name and Title

Agency Concurrence:

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

Agency Representative

Date

Name and Title

Last Revised: 3/26/19

REGULAR COUNCIL MEETING
Tuesday, January 26, 2021, 7:00pm
City Council Chambers

Join Zoom Meeting

<https://zoom.us/j/95613164796?pwd=bnBkeGlzUzArRlJOSHk2SSStzUVBNOT09>

Meeting ID: 956 1316 4796

Passcode: 570803

+1 929 205 6099 US (New York)

1. Call to Order – 7:00 p.m.
2. Adjustments to the Agenda
3. Consent Agenda
 - A. Approval of Minutes of the Regular City Council Meeting January 19, 2021
 - B. Approval of City Warrants from Week of Wednesday January 27, 2021
 - C. Clerk’s Office Licenses and Permits
 - D. Approval of Employee Assessor Job Description
 - E. Renew Chargepoint Contract for Merchant’s Row EV Charging Station (Clerk)
 - F. Authorize Engineering Agrmt with Dufresne Grp re: No. Main St. PS Upgrade (DPW Director)
 - G. Authorize Engineering Agrmt with Dufresne Grp re: Water System Chlorine Study (DPW Director)
4. City Clerk & Treasurer Report
5. Liquor Control Board
6. City Manager’s Report
7. Visitors and Communications
8. Old Business:
 - A. None
9. New Business
 - A. Warned for 7:15 PM: First Public Hearing Proposed Charter Changes (Clerk)
 - B. 2nd Quarter Budget Update (Financial Director)
 - C. Approve Warning for 2021 Annual Town Meeting (Clerk)
 - D. Approval of 2021 Certificate of Highway Mileage (Clerk)
 - E. Warned for 7:30 PM: Downstreet Housing VCDP Application for 31 Keith Avenue Project (Downstreet Housing, Planning Director)
 - F. Authorization to Execute Contract in Support of the State Emergency Sheltering Pgrm (Police Chief)
 - G. Authorize Gap Funding for WWTF Digester Improvements Project (Manager)
 - H. Municipal Roads General Permit (DPW Director)
10. Round Table
11. Executive Session – As Needed
12. Adjourn

Steven E. Mackenzie, P.E., City Manager

*The portion of this meeting starting at 7:00pm will be taped for re-broadcast on Channel 194 CVTV
and will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon
CVTV Link for meetings online – cvtv723.org/*

OTHER MEETINGS AND EVENTS

Until further notice, Committee and Board meetings may be held only via video (virtual) platforms. **Check the City Website for Meeting Warnings, Agendas and log-in instructions.**

Monday, January 25

Energy Committee, 5:30pm, Virtual (ZOOM)

Wednesday, January 27

Animal & Fowl Task Force, 6pm, Virtual (ZOOM)

January 22, 2021

Steve MacKenzie. City Manager
City of Barre,
6 North Main St., Suite 2
Barre, VT 05641

Re: Water Distribution System Chlorine Residuals Evaluation

Dear Steve:

We have prepared the attached Engineering Services Agreement to assist the City with the requirement identified by the Drinking Water and Groundwater Protection Division in the Water System Permit to Operate.

The specific requirement is to prepare a Preliminary Engineering Report (PER) for the distribution system and a plan and schedule for meeting required chlorine residuals throughout the system.

The PER project will include the following general tasks:

- Prepare a description of the project planning area, existing conditions and need for the project
- Identify and review alternatives for meeting chlorine residual requirements
- Recommend an alternative
- Develop a proposed project including a description and schematic drawings of the concept, a cost estimate, a project schedule and a proposed funding scenario.

If you have any questions, please contact our office.

Sincerely,
DUFRESNE GROUP



Naomi Johnson, PE
President

DUFRESNE GROUP CONSULTING ENGINEERS ENGINEERING SERVICES AGREEMENT

This AGREEMENT, dated on the day last signed below, is made between Dufresne & Associates, PC d/b/a DUFRESNE GROUP (DG) and:

CLIENT: _____
ADDRESS: _____

The services, terms and conditions provided in this AGREEMENT and any attachments represent all such provisions and supercede any prior written or oral understandings. The AGREEMENT may only be modified by a written amendment executed by authorized representatives of the CLIENT or DG.

PROJECT: _____

STANDARD PROVISIONS: As shown in Attachment 1

SCOPE OF SERVICES: _____

FEE: _____

SCHEDULE: _____

The authorized signatures representing the CLIENT and DG so execute this AGREEMENT and authorize initiation of services unless otherwise provided.

_____ (CLIENT)	DUFRESNE GROUP _____ (DG)
Signed _____	Signed _____
By _____ (printed name)	By _____ (printed name)
Title _____	Title _____
Date _____	Date _____

*Dufresne Group is owned by Dufresne & Associates, PC



Dufresne Group Consulting Engineers

ATTACHMENT 1 - STANDARD PROVISIONS

1. **PAYMENTS TO DG:** Invoices will be submitted monthly and are payable within thirty (30) days from date of invoice. Interest may be charged at the rate of 1.5 % per month on any balance that remains unpaid 30 days after the date of the invoice. Failure to pay within 30 days will also permit DG to suspend or terminate services 10 days after written notice of intent to suspend or terminate. The CLIENT agrees to be liable for all reasonable collection costs, including attorney's fees, and the DG time and expenses. CLIENT agrees to accept responsibility for securing sufficient funds to ensure prompt payments to DG.
2. **DEFINITIONS CONCERNING PAYMENT:** Where the term "time and expense" (T&E) is used, it shall mean that hourly rates of pay for various employees plus incidental expenses such as mileage, lodging, printing, postage, or other project related items are invoiced to the client. Work by others including subconsultants or specialty firms are marked up by an additional 8% for administration. Where an amount is established as a budget for a T&E amount, DG can exceed the budget by 10% without specific authorization by the CLIENT. DG agrees to cease scope activities at or below the 110% budget amount until the budget is increased by the CLIENT. DG cannot assure completion of scope items for any budget amount using the T&E method of payment.
3. **STANDARD OF CARE:** The standard of care applicable to services provided by DG is based on the standards, skills and diligence normally provided by other engineers performing similar services at the same time, in the same area, and under the same circumstances
4. **COST ESTIMATES:** Estimates of construction or total project cost provided by DG are based on experience and judgment. Actual costs will differ from the estimates given due to market conditions or unforeseen circumstances. DG does not warrant that these estimates will represent actual costs.
5. **USE OF DOCUMENTS:** The CLIENT agrees that all documents provided to the CLIENT by DG are instruments of service to be utilized solely for this PROJECT exclusively by the CLIENT. The CLIENT agrees to indemnify and hold harmless DG and DG's sub-consultants from all claims, damages, losses and expenses, including attorney's fees arising from reuse of these documents.
6. **LIMITATION OF LIABILITY:** The CLIENT agrees to limit DG's total liability from claims to the total compensation received by DG under this AGREEMENT. The CLIENT agrees not to personally charge any employee of DG with any liability arising from the performance of services provided in this AGREEMENT.
7. **SEVERABILITY AND REFORMATION:** The parties agree that any provisions held to be void or unenforceable shall be stricken without invalidating the intent of this AGREEMENT. The parties agree to reform the remaining terms and provisions and to replace the stricken provision or part thereof with a valid and enforceable provision which best represents the original intent.
8. **ENGINEERING SERVICES DURING CONSTRUCTION:** The CLIENT recognizes that construction review is a vital element of DG's complete service to minimize problems during construction. Such services allow rapid response to unanticipated or changed conditions, or errors or omissions committed by design professionals, contractors, materials providers or others. The CLIENT recognizes that construction review is a technique employed to minimize the risk of problems arising during construction; that construction review by DG is not insurance and does not constitute a warranty or guarantee of any type. In all cases, Contractors, et al. (that is, the General Contractor, subcontractors, subcontractors, material-persons and others) shall retain responsibility for the quality of their work and for adhering to plans and specifications. The CLIENT agrees to utilize DG for on-site resident engineering services during the construction phase of the PROJECT or hold DG harmless for any claims made during construction.
9. **TERMINATION:** The CLIENT or DG may terminate this AGREEMENT for cause without penalty. Such termination requires 21 days written notice. In the event of termination by either party DG shall be paid for services rendered up to the date of termination. The CLIENT may terminate the AGREEMENT for convenience after a termination expense of 10% of the fee or estimate for services is provide to DG in addition to payment for services rendered up to the date of termination.
10. **ESTIMATED FEE:** DG will attempt to estimate the total fee involved for the project for budgeting purposes. The CLIENT should be aware that the estimate is based on the project scope as outlined to us by the CLIENT. If the project scope changes, the original estimated fee may change. In addition, specific project conditions such as local/state permit requirements may affect project costs. When such factors appear to affect the project estimate, DG will endeavor to contact the CLIENT to discuss alternatives to limit the work or modify the estimate.

**ATTACHMENT 2
SCOPE OF SERVICES
ENGINEERING SERVICES FOR
CITY CHLORINE RESIDUAL CONCENTRATIONS
PRELIMINARY ENGINEERING REPORT
CITY OF BARRE, VT
JANUARY 19, 2021**

I. General:

- A. DG shall perform customary preliminary phase engineering services for the City of Barre (CLIENT and OWNER). This work includes preparation of a Preliminary Engineering Report (PER). The preparation of a PER is referred to herein as the PROJECT.

II. Preliminary Engineering Report:

- A. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
1. The Owner has already identified one or more potential solutions to meet its Project requirements, therefore the study will comprise the following: **Evaluate the alternatives as outlined in October 28, 2010 correspondence from Dufresne Group to the City. Identify dead end lines and areas of potential low chlorine residual based on a review of infrastructure mapping and the computer model of the distribution system.**
- B. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The report will be formatted to meet the requirements of RUS Bulletin 1780-2 "Preliminary Engineering Report for the Water and Waste Disposal Program". The report content will be limited to the project for addressing disinfectant residual concentrations in the City distribution system and will not be prepared for the entire water system or be prepared as a comprehensive evaluation of the**

distribution system. A copy of pages 13-22, Detailed Outline of a Preliminary Engineering Report, from RUS Bulletin 1780-2 is attached.

- C. Furnish 2 review copies of the Report and any other Study and Report Phase deliverables to Owner and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
- D. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 15 days of receipt of Owner's comments.

DETAILED OUTLINE OF A PRELIMINARY ENGINEERING REPORT

1) PROJECT PLANNING

Describe the area under consideration. Service may be provided by a combination of central, cluster, and/or centrally managed individual facilities. The description should include information on the following:

- a) Location. Provide scale maps and photographs of the project planning area and any existing service areas. Include legal and natural boundaries and a topographical map of the service area.
- b) Environmental Resources Present. Provide maps, photographs, and/or a narrative description of environmental resources present in the project planning area that affect design of the project. Environmental review information that has already been developed to meet requirements of NEPA or a state equivalent review process can be used here.
- c) Population Trends. Provide U.S. Census or other population data (including references) for the service area for at least the past two decades if available. Population projections for the project planning area and concentrated growth areas should be provided for the project design period. Base projections on historical records with justification from recognized sources.
- d) Community Engagement. Describe the utility's approach used (or proposed for use) to engage the community in the project planning process. The project planning process should help the community develop an understanding of the need for the project, the utility operational service levels required, funding and revenue strategies to meet these requirements, along with other considerations.

2) EXISTING FACILITIES

Describe each part (e.g. processing unit) of the existing facility and include the following information:

- a) Location Map. Provide a map and a schematic process layout of all existing facilities. Identify facilities that are no longer in use or abandoned. Include photographs of existing facilities.
- b) History. Indicate when major system components were constructed, renovated, expanded, or removed from service. Discuss any component failures and the cause for the failure. Provide a history of any applicable violations of regulatory requirements.
- c) Condition of Existing Facilities. Describe present condition; suitability for continued use; adequacy of current facilities; and their conveyance, treatment, storage, and disposal capabilities. Describe the existing capacity of each component. Describe and reference compliance with applicable federal, state, and local laws. Include a brief analysis of overall current energy consumption. Reference an asset management plan if applicable.

- d) Financial Status of any Existing Facilities. (Note: Some agencies require the owner to submit the most recent audit or financial statement as part of the application package.) Provide information regarding current rate schedules, annual O&M cost (with a breakout of current energy costs), other capital improvement programs, and tabulation of users by monthly usage categories for the most recent typical fiscal year. Give status of existing debts and required reserve accounts.
- e) Water/Energy/Waste Audits. If applicable to the project, discuss any water, energy, and/or waste audits which have been conducted and the main outcomes.

3) NEED FOR PROJECT

Describe the needs in the following order of priority:

- a) Health, Sanitation, and Security. Describe concerns and include relevant regulations and correspondence from/to federal and state regulatory agencies. Include copies of such correspondence as an attachment to the Report.
- b) Aging Infrastructure. Describe the concerns and indicate those with the greatest impact. Describe water loss, inflow and infiltration, treatment or storage needs, management adequacy, inefficient designs, and other problems. Describe any safety concerns.
- c) Reasonable Growth. Describe the reasonable growth capacity that is necessary to meet needs during the planning period. Facilities proposed to be constructed to meet future growth needs should generally be supported by additional revenues. Consideration should be given to designing for phased capacity increases. Provide number of new customers committed to this project.

4) ALTERNATIVES CONSIDERED

This section should contain a description of the alternatives that were considered in planning a solution to meet the identified needs. Documentation of alternatives considered is often a Report weakness. Alternative approaches to ownership and management, system design (including resource efficient or green alternatives), and sharing of services, including various forms of partnerships, should be considered. In addition, the following alternatives should be considered, if practicable: building new centralized facilities, optimizing the current facilities (no construction), developing centrally managed decentralized systems, including small cluster or individual systems, and developing an optimum combination of centralized and decentralized systems. Alternatives should be consistent with those considered in the NEPA, or state equivalent, environmental review. Technically infeasible alternatives that were considered should be mentioned briefly along with an explanation of why they are infeasible, but do not require full analysis. For each technically feasible alternative, the description should include the following information:

- a) Description. Describe the facilities associated with every technically feasible alternative. Describe source, conveyance, treatment, storage and distribution

facilities for each alternative. A feasible system may include a combination of centralized and decentralized (on-site or cluster) facilities.

- b) Design Criteria. State the design parameters used for evaluation purposes. These parameters should comply with federal, state, and agency design policies and regulatory requirements.
- c) Map. Provide a schematic layout map to scale and a process diagram if applicable. If applicable, include future expansion of the facility.
- d) Environmental Impacts. Provide information about how the specific alternative may impact the environment. Describe only those unique direct and indirect impacts on floodplains, wetlands, other important land resources, endangered species, historical and archaeological properties, etc., as they relate to each specific alternative evaluated. Include generation and management of residuals and wastes.
- e) Land Requirements. Identify sites and easements required. Further specify whether these properties are currently owned, to be acquired, leased, or have access agreements.
- f) Potential Construction Problems. Discuss concerns such as subsurface rock, high water table, limited access, existing resource or site impairment, or other conditions which may affect cost of construction or operation of facility.
- g) Sustainability Considerations. Sustainable utility management practices include environmental, social, and economic benefits that aid in creating a resilient utility.
 - i) Water and Energy Efficiency. Discuss water reuse, water efficiency, water conservation, energy efficient design (i.e. reduction in electrical demand), and/or renewable generation of energy, and/or minimization of carbon footprint, if applicable to the alternative. Alternatively, discuss the water and energy usage for this option as compared to other alternatives.
 - ii) Green Infrastructure. Discuss aspects of project that preserve or mimic natural processes to manage stormwater, if applicable to the alternative. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use, if applicable.
 - iii) Other. Discuss any other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the alternative, if applicable.
- h) Cost Estimates. Provide cost estimates for each alternative, including a breakdown of the following costs associated with the project: construction, non-construction, and annual O&M costs. A construction contingency should be included as a non-construction cost. Cost estimates should be included with the descriptions of each technically feasible alternative. O&M costs should include a rough breakdown by O&M category (see example below) and not just a value for each alternative. Information from other sources, such as the recipient's accountant or other known technical service providers, can be incorporated to assist in the development of this section. The cost derived will be used in the life cycle cost analysis described in Section 5 a.

Example O&M Cost Estimate	
Personnel (i.e. Salary, Benefits, Payroll Tax, Insurance, Training)	
Administrative Costs (e.g. office supplies, printing, etc.)	
Water Purchase or Waste Treatment Costs	
Insurance	
Energy Cost (Fuel and/or Electrical)	
Process Chemical	
Monitoring & Testing	
Short Lived Asset Maintenance/Replacement*	
Professional Services	
Residuals Disposal	
Miscellaneous	
Total	

* See Appendix A for example list

5) SELECTION OF AN ALTERNATIVE

Selection of an alternative is the process by which data from the previous section, “Alternatives Considered” is analyzed in a systematic manner to identify a recommended alternative. The analysis should include consideration of both life cycle costs and non-monetary factors (i.e. triple bottom line analysis: financial, social, and environmental). If water reuse or conservation, energy efficient design, and/or renewable generation of energy components are included in the proposal provide an explanation of their cost effectiveness in this section.

- a) Life Cycle Cost Analysis. A life cycle present worth cost analysis (an engineering economics technique to evaluate present and future costs for comparison of alternatives) should be completed to compare the technically feasible alternatives. Do not leave out alternatives because of anticipated costs; let the life cycle cost analysis show whether an alternative may have an acceptable cost. This analysis should meet the following requirements and should be repeated for each technically feasible alternative. Several analyses may be required if the project has different aspects, such as one analysis for different types of collection systems and another for different types of treatment.
1. The analysis should convert all costs to present day dollars;
 2. The planning period to be used is recommended to be 20 years, but may be any period determined reasonable by the engineer and concurred on by the state or federal agency;
 3. The discount rate to be used should be the “real” discount rate taken from Appendix C of OMB circular A-94 and found at (www.whitehouse.gov/omb/circulars/a094/a94_appx-c.html);
 4. The total capital cost (construction plus non-construction costs) should be included;

5. Annual O&M costs should be converted to present day dollars using a uniform series present worth (USPW) calculation;
6. The salvage value of the constructed project should be estimated using the anticipated life expectancy of the constructed items using straight line depreciation calculated at the end of the planning period and converted to present day dollars;
7. The present worth of the salvage value should be subtracted from the present worth costs;
8. The net present value (NPV) is then calculated for each technically feasible alternative as the sum of the capital cost (C) plus the present worth of the uniform series of annual O&M (USPW (O&M)) costs minus the single payment present worth of the salvage value (SPPW(S)):

$$NPV = C + USPW (O\&M) - SPPW (S)$$

9. A table showing the capital cost, annual O&M cost, salvage value, present worth of each of these values, and the NPV should be developed for state or federal agency review. All factors (major and minor components), discount rates, and planning periods used should be shown within the table;
10. Short lived asset costs (See Appendix A for examples) should also be included in the life cycle cost analysis if determined appropriate by the consulting engineer or agency. Life cycles of short lived assets should be tailored to the facilities being constructed and be based on generally accepted design life. Different features in the system may have varied life cycles.

- b) Non-Monetary Factors. Non-monetary factors, including social and environmental aspects (e.g. sustainability considerations, operator training requirements, permit issues, community objections, reduction of greenhouse gas emissions, wetland relocation) should also be considered in determining which alternative is recommended and may be factored into the calculations.

6) PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

The engineer should include a recommendation for which alternative(s) should be implemented. This section should contain a fully developed description of the proposed project based on the preliminary description under the evaluation of alternatives. Include a schematic for any treatment processes, a layout of the system, and a location map of the proposed facilities. At least the following information should be included as applicable to the specific project:

- a) Preliminary Project Design.

- i) Drinking Water:

Water Supply. Include requirements for quality and quantity. Describe recommended source, including site and allocation allowed.

Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of plant and site of any process discharges. Identify capacity of treatment plant (i.e. Maximum Daily Demand).

Storage. Identify size, type and location.

Pumping Stations. Identify size, type, location and any special power requirements. For rehabilitation projects, include description of components upgraded.

Distribution Layout. Identify general location of new pipe, replacement, or rehabilitation: lengths, sizes and key components.

ii) Wastewater/Reuse:

Collection System/Reclaimed Water System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.

Pumping Stations. Identify size, type, site location, and any special power requirements. For rehabilitation projects, include description of components upgraded.

Storage. Identify size, type, location and frequency of operation.

Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of any treatment units and site of any discharges (end use for reclaimed water). Identify capacity of treatment plant (i.e. Average Daily Flow).

iii) Solid Waste:

Collection. Describe process in detail and identify quantities of material (in both volume and weight), length of transport, location and type of transfer facilities, and any special handling requirements.

Storage. If any, describe capacity, type, and site location.

Processing. If any, describe capacity, type, and site location.

Disposal. Describe process in detail and identify permit requirements, quantities of material, recycling processes, location of plant, and site of any process discharges.

iv) Stormwater:

Collection System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.

Pumping Stations. Identify size, type, location, and any special power requirements.

Treatment. Describe treatment process in detail. Identify location of treatment facilities and process discharges. Capacity of treatment process should also be addressed.

Storage. Identify size, type, location and frequency of operation.

Disposal. Describe type of disposal facilities and location.

Green Infrastructure. Provide the following information for green infrastructure alternatives:

- Control Measures Selected. Identify types of control measures selected (e.g., vegetated areas, planter boxes, permeable pavement, rainwater cisterns).
- Layout: Identify placement of green infrastructure control measures, flow paths, and drainage area for each control measure.
- Sizing: Identify surface area and water storage volume for each green infrastructure control measure. Where applicable, soil infiltration rate, evapotranspiration rate, and use rate (for rainwater harvesting) should also be addressed.
- Overflow: Describe overflow structures and locations for conveyance of larger precipitation events.

- b) Project Schedule. Identify proposed dates for submittal and anticipated approval of all required documents, land and easement acquisition, permit applications, advertisement for bids, loan closing, contract award, initiation of construction, substantial completion, final completion, and initiation of operation.
- c) Permit Requirements. Identify any construction, discharge and capacity permits that will/may be required as a result of the project.
- d) Sustainability Considerations (if applicable).
- i) Water and Energy Efficiency. Describe aspects of the proposed project addressing water reuse, water efficiency, and water conservation, energy efficient design, and/or renewable generation of energy, if incorporated into the selected alternative.
- ii) Green Infrastructure. Describe aspects of project that preserve or mimic natural processes to manage stormwater, if applicable to the selected alternative. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use, if applicable.
- iii) Other. Describe other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the selected alternative, if incorporated into the selected alternative.
- e) Total Project Cost Estimate (Engineer's Opinion of Probable Cost). Provide an itemized estimate of the project cost based on the stated period of construction. Include construction, land and right-of-ways, legal, engineering, construction program management, funds administration, interest, equipment, construction contingency, refinancing, and other costs associated with the proposed project. The construction subtotal should be separated out from the non-construction costs. The non-construction subtotal should be included and added to the

construction subtotal to establish the total project cost. An appropriate construction contingency should be added as part of the non-construction subtotal. For projects containing both water and waste disposal systems, provide a separate cost estimate for each system as well as a grand total. If applicable, the cost estimate should be itemized to reflect cost sharing including apportionment between funding sources. The engineer may rely on the owner for estimates of cost for items other than construction, equipment, and engineering.

- f) Annual Operating Budget. Provide itemized annual operating budget information. The owner has primary responsibility for the annual operating budget, however, there are other parties that may provide technical assistance. This information will be used to evaluate the financial capacity of the system. The engineer will incorporate information from the owner's accountant and other known technical service providers.
- i) Income. Provide information about all sources of income for the system including a proposed rate schedule. Project income realistically for existing and proposed new users separately, based on existing user billings, water treatment contracts, and other sources of income. In the absence of historic data or other reliable information, for budget purposes, base water use on 100 gallons per capita per day. Water use per residential connection may then be calculated based on the most recent U.S. Census, American Community Survey, or other data for the state or county of the average household size. When large agricultural or commercial users are projected, the Report should identify those users and include facts to substantiate such projections and evaluate the impact of such users on the economic viability of the project.
- ii) Annual O&M Costs. Provide an itemized list by expense category and project costs realistically. Provide projected costs for operating the system as improved. In the absence of other reliable data, base on actual costs of other existing facilities of similar size and complexity. Include facts in the Report to substantiate O&M cost estimates. Include personnel costs, administrative costs, water purchase or treatment costs, accounting and auditing fees, legal fees, interest, utilities, energy costs, insurance, annual repairs and maintenance, monitoring and testing, supplies, chemicals, residuals disposal, office supplies, printing, professional services, and miscellaneous as applicable. Any income from renewable energy generation which is sold back to the electric utility should also be included, if applicable. If applicable, note the operator grade needed.
- iii) Debt Repayments. Describe existing and proposed financing with the estimated amount of annual debt repayments from all sources. All estimates of funding should be based on loans, not grants.
- iv) Reserves. Describe the existing and proposed loan obligation reserve requirements for the following:
- Debt Service Reserve – For specific debt service reserve requirements consult with individual funding sources. If General Obligation bonds are proposed to be used as loan security, this section may be omitted, but this should be clearly stated if it is the case.

Short-Lived Asset Reserve – A table of short lived assets should be included for the system (See Appendix A for examples). The table should include the asset, the expected year of replacement, and the anticipated cost of each. Prepare a recommended annual reserve deposit to fund replacement of short-lived assets, such as pumps, paint, and small equipment. Short-lived assets include those items not covered under O&M, however, this does not include facilities such as a water tank or treatment facility replacement that are usually funded with long-term capital financing.

7. CONCLUSIONS AND RECOMMENDATIONS

Provide any additional findings and recommendations that should be considered in development of the project. This may include recommendations for special studies, highlighting of the need for special coordination, a recommended plan of action to expedite project development, and any other necessary considerations.

Appendix A: Example List of Short-Lived Asset Infrastructure

Estimated Repair, Rehab, Replacement Expenses by Item within up to 20 Years from Installation)	
Drinking Water Utilities	Wastewater Utilities
<p>Source Related</p> <ul style="list-style-type: none"> Pumps Pump Controls Pump Motors Telemetry Intake/ Well screens Water Level Sensors Pressure Transducers 	<p>Treatment Related</p> <ul style="list-style-type: none"> Pump Pump Controls Pump Motors Chemical feed pumps Membrane Filters Fibers Field & Process Instrumentation Equipment UV lamps Centrifuges Aeration blowers Aeration diffusers and nozzles Trickling filters, RBCs, etc. Belt presses & driers Sludge Collecting and Dewatering Equipment Level Sensors Pressure Transducers Pump Controls Back-up power generator Chemical Leak Detection Equipment Flow meters SCADA Systems
<p>Treatment Related</p> <ul style="list-style-type: none"> Chemical feed pumps Altitude Valves Valve Actuators Field & Process Instrumentation Equipment Granular filter media Air compressors & control units Pumps Pump Motors Pump Controls Water Level Sensors Pressure Transducers Sludge Collection & Dewatering UV Lamps Membranes Back-up power generators Chemical Leak Detection Equipment Flow meters SCADA Systems 	<p>Collection System Related</p> <ul style="list-style-type: none"> Pump Pump Controls Pump Motors Trash racks/bar screens Sewer line rodding equipment Air compressors Vaults, lids, and access hatches Security devices and fencing Alarms & Telemetry Chemical Leak Detection Equipment
<p>Distribution System Related</p> <ul style="list-style-type: none"> Residential and Small Commercial Meters Meter boxes Hydrants & Blow offs Pressure reducing valves Cross connection control devices Altitude valves Alarms & Telemetry Vaults, lids, and access hatches Security devices and fencing Storage reservoir painting/patching 	



City of Barre, Vermont

"Granite Center of the World"

Steven E. Mackenzie, P.E.
City Manager

6 N. Main St., Suite 2
Barre, VT 05641
Telephone (802) 476-0240
FAX (802) 476-0264
manager@barrecity.org

January 21, 2021

Vermont Community Foundation
Agency of Commerce and Community Development
One National Life Drive
Montpelier, VT 05620-0501

SUBJECT: The Barre Partnership – Better Places Program Grant Application

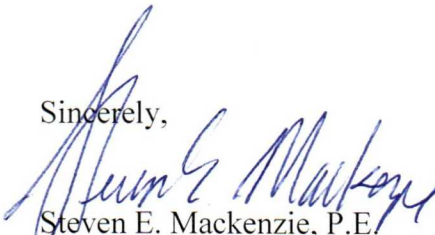
To Whom It May Concern:

We understand that The Barre Partnership is seeking funding for downtown beautification of Pearl Street Ped-Way, a City owned street. The Barre Partnership is the Barre's Designated Downtown Organization. The Partnership's project would bring colorful floating art, tables and chairs to not only beautify and brighten up the newly designed Ped-Way in the heart of downtown Barre, but would also invite more pedestrian traffic through the area, create a beautiful outdoor space for dining and gathering with friends and enhance the look for the Barre Farmer's Market (which is held in the Ped-Way through-out the summer).

The City recognizes the importance of place-making and has been an active partner in similar projects with The Partnership for many years. The City of Barre is supportive of this grant application and the future project.

Thank you for your consideration.

Sincerely,



Steven E. Mackenzie, P.E.
City Manager

xc: City Council
Janet Shatney, Director of Planning
Bill Ahearn, P.E.; Director of Public Works

CITY OF BARRE PUBLIC HEARING NOTICE
PROPOSED CHARTER CHANGES

The Barre City Council has warned a First Public Hearing for proposed charter changes for **TUESDAY, JANUARY 26, 2021, 7:15 PM**. The hearing will be held remotely via Zoom at the link at the link provided in the City Council Meeting agenda posted on the City website at www.barrecity.org/city-council/.

Proposed Charter Changes to be considered at the March 2, 2021 Annual Town Meeting elections are as follows. Bold/underlined language is additions, and bracketed/crossed out language is deletions.

ARTICLE III

Shall Chapter I, Section 104 of the Barre City Charter be hereby amended as follows:
Chapter I, Incorporation and General Provisions.
Sec. 104. General Corporate powers.

(d) Barre City shall only fly the City, State, United States, and the MIA/POW flags.

ARTICLE IV

Shall Chapter I, Section 105 of the Barre City Charter by hereby amended as follows:
Chapter 1, Incorporation and General Provisions.
Sec. 105. Ordinances – Subject Matter.

~~[(g) to Adopt and enforce ordinances related to the medication of landlord tenant issues by the Housing Board of Review.]~~

ARTICLE V

Shall Chapter I, Section 105 of the Barre City Charter be hereby amended as follows:
Chapter 1, Incorporation and General Provisions.
Sec. 105. Ordinances – Subject Matter.

(g) Notwithstanding any contrary provision of general law, to adopt and enforce ordinances establishing speed limit less than 25 miles per house on specified city streets, or sections thereof, within city boundaries as may be required for the safety and general welfare of the city.

ARTICLE VI

Shall Chapter 1, Section 111 of the Barre City Charter be hereby amended as follows:
Chapter 1. Incorporation and General Provisions.
Sec. 111. Bonding of city officials.

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

ARTICLE VII

Shall Chapter II, section 205, and Chapter IV, section 418 of the Barre City Charter be hereby amended as follows:

Chapter II. Elections and City Meetings.

Sec. 205. Officers elected.

(a)(1) the legal voters shall elect biennially a Mayor, ~~[a First Constable,]~~ and one person to serve as Clerk and Treasurer.

Chapter IX. Departments and Boards.

ARTICLE VIII. [~~CONSTABLE.~~] **Reserved.**

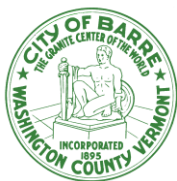
[~~Sec. 418. Duties.~~] **(Reserved)**

[~~The City constable shall have the same powers and be under the same duties and liabilities as are prescribed by state statutes for constables of the towns.~~]

A Second Public Hearing will be held at 7:15 PM at the February 2, 2021 Council meeting. For additional information call the Clerk's office at (802) 476-0242.

Carolyn S. Dawes
City Clerk/Treasurer

Filename: Proposed charter changes 2021 for 1st public hearing 1-26-21
Directory: S:\Clerk Dept\clerk-treas\Charter Changes\FY21
Template: C:\Users\cdawes\AppData\Roaming\Microsoft\Templates\Normal.dotm
Title:
Subject:
Author: Carol Dawes
Keywords:
Comments:
Creation Date: 1/22/2021 8:30:00 AM
Change Number: 2
Last Saved On: 1/22/2021 8:30:00 AM
Last Saved By: Carol Dawes
Total Editing Time: 0 Minutes
Last Printed On: 1/22/2021 8:30:00 AM
As of Last Complete Printing
Number of Pages: 2
Number of Words: 437 (approx.)
Number of Characters: 2,492 (approx.)



City of Barre, Vermont

“Granite Center of the World”

Dawn Monahan
Finance Director

6 N. Main St., Suite 2
Barre, VT 05641
Telephone (802) 476-0252
FAX (802) 476-0264
financedirector@barrecity.org

To: Mayor Herring, Manager Mackenzie, City Council
From: Dawn Monahan, Finance Director
Date: January 22, 2021
Re: FY21 Q2 Financial Update

This memo is for informational purposes only. The figures below are based upon actual financial data gathered on January 20, 2021. There will not be year-end projections provided again this quarter as it is still too early in the fiscal year to be reliable.

As of January 22, FY21 is 56% complete. Using that as a baseline, revenues in aggregate are running ahead of budget at 58% with PILOT fees, Federal & State Aid, and cemetery revenue being the larger contributors. Total expenditures are running slightly below the baseline at 52%.

Department heads are still receiving the budget to actual report on a bi-weekly basis along with a “watch list” of cost code(s) expense line that is running ahead of a prorated budget. On the attached spreadsheet, the expenditure section will identify departments that are running ahead of the 56% budget complete ‘target’ and are highlighted in yellow. The following bullet points will identify the contributing factors:

- 001-5010 Admin & General – largely due to timing of dues/membership fees
- 001-5020 Assessor – payout to the contracted assessor per contract terms
- 001-7035 Public Safety Building – new HVAC vendor identifying and correcting neglected maintenance in the HVAC system; weekend OT costs for custodial services contributable to COVID-19 environment
- 001-7060 Sanitary Landfill – purely timing
- 001-9050 Debt Service Principle – purely timing as all debt service principle payments are paid annually with the exception of the Granite Museum payment which is paid monthly
- 001-9100 Unemployment Insurance – CY21 rates increased 61% directly related to COVID unemployment claims
- 001-9110 Misc. Tax Levied – purely timing as all are paid on a quarterly basis
- 001-9130 Misc. Expenses – 76% is contributable to COVID related expenses (more detail below)
- 001-8040 Parks/Trees (-47%) – received insurance reimbursement from an Oct ’19 property damage claim

Misc. Expense (001-9130) – of the \$119k expenses to date, approximately \$90k are COVID-19 related expenditures. For COVID-19 materials (i.e. masks, gloves, etc.) and EMS hazard pay we received funds of \$55k from FEMA & LGER grant funds which is recorded under the revenue section Federal & State Aid (001-4070). The difference of \$35k which is not reimbursed by FEMA & LGER grant funds is related to the Families First Coronavirus Response Act. We are exploring refundable tax credits which might be able to offset some of this.

The attached spreadsheet is a summary of the financial data gathered on January 20th.

Budget Status Report

FY21 Totals
Against Budget 56%
Complete

Account	Budget	Actual FY21* (thru 1/20/2021)	Over/(Under)	Actual as a % of Budget
REVENUES				
Total 001-4005 General Tax Revenue	9,250,246	5,454,089	(3,796,157)	59%
Total 001-4010 Business Licenses	16,120	10,840	(5,280)	67%
Total 001-4015 PILOT	293,000	282,655	(10,345)	96%
Total 001-4030 Fees	542,000	352,713	(189,287)	65%
Total 001-4060 Fines & Penalties	71,600	37,418	(34,182)	52%
Total 001-4070 Federal & State Aid	322,332	241,844	(80,488)	75%
Total 001-4090 Rents & Leases	114,500	7,308	(107,193)	6%
Total 001-4100 Charges for Services	1,721,618	798,638	(922,980)	46%
Total 001-4100 Cemetery Revenue	105,653	87,920	(17,733)	83%
Total 001-4110 Misc Revenue	125,200	54,044	(71,156)	43%
TOTAL REVENUE	12,562,269	7,327,469	(5,234,800)	58%

EXPENDITURES

Total 001-5010 Admin & General	136,802	87,151	(49,651)	64%
Total 001-5020 Assessor	107,830	64,384	(43,446)	60%
Total 001-5030 Legal Expenses	34,500	16,417	(18,083)	48%
Total 001-5040 City Manager	255,342	132,064	(123,278)	52%
Total 001-5050 Finance	239,323	129,525	(109,798)	54%
Total 001-5060 Elections	11,000	4,174	(6,826)	38%
Total 001-5070 Clerks Office	183,865	101,933	(81,932)	55%
Total 001-6020 Animal Control	9,000	715	(8,285)	8%
Total 001-6040 Fire Dept	1,878,041	987,063	(890,978)	53%
Total 001-6043 City Hall Maintenance	111,755	57,787	(53,968)	52%
Total 001-6045 Meters	89,241	30,816	(58,425)	35%
Total 001-6050 Police Dept	2,028,553	1,054,465	(974,088)	52%
Total 001-6055 Dispatch Services	554,635	310,021	(244,614)	56%
Total 001-6060 Street Lighting	142,988	75,511	(67,477)	53%
Total 001-6070 Traffic Control	23,000	2,985	(20,015)	13%

Account	Budget	Actual FY21* (thru 1/20/2021)	FY21 Totals	
			Against Budget	56% Complete
			Over/(Under)	Actual as a % of Budget
Total 001-7010 Aldrich Library	230,000	115,000	(115,000)	50%
Total 001-7015 Facilities	100,958	55,412	(45,546)	55%
Total 001-7020 Auditorium	221,593	82,711	(138,882)	37%
Total 001-7030 BOR	210,480	94,974	(115,506)	45%
Total 001-7035 Public Safety Bldg	134,860	98,006	(36,854)	73%
Total 001-7050 Recreation	88,535	35,866	(52,669)	41%
Total 001-7060 Sanitary Landfill	7,203	5,793	(1,410)	80%
Total 001-8020 Engineering	223,448	87,402	(136,046)	39%
Total 001-8030 Permitting, Planning, Inspection	150,112	67,853	(82,259)	45%
Total 001-8035 Community Development	110,515	49,650	(60,865)	45%
Total 001-8040 Parks/Trees	10,800	(5,078)	(15,878)	-47%
Total 001-8050 Streets	1,279,966	507,449	(772,517)	40%
Total 001-8500 Cemetery	126,828	48,648	(78,180)	38%
Total 001-9020 Insurance	1,411,930	617,401	(794,529)	44%
Total 001-9030 City Pension	429,517	241,003	(188,514)	56%
Total 001-9050 Debt Service Principle	672,816	641,792	(31,024)	95%
Total 001-9060 General Insurance	837,821	411,009	(426,812)	49%
Total 001-9070 Interest Expense	175,488	91,161	(84,327)	52%
Total 001-9100 Unemployment Insurance	14,600	14,025	(575)	96%
Total 001-9110 Misc Tax Levied	202,174	114,808	(87,367)	57%
Total 001-9120 Special Projects	35,363	797	(34,566)	2%
Total 001-9130 Misc	81,387	118,734	37,347	146%
TOTAL EXPENDITURES	12,562,269	6,549,426	(6,012,843)	52%
FY21 Pre-adjusted Surplus/(Deficit)		778,043		

*FY21 Information is a snapshot in time

CITY OF BARRE
WARNING FOR ANNUAL MARCH MEETING

The legal Voters of the Wards of the City of Barre are hereby Warned to meet at the respective polling places of said wards at the central polling place in the municipal auditorium on Auditorium Hill on the 2nd day of March, 2021 from 7:00 A.M. to 7:00 P.M.

At the same time and place and during the same voting hours, the voters of the Wards will meet for the purpose of electing by Australian Ballot one Councilor for each of the Wards as follows:

- Ward 1: One Councilor to serve for a term of two (2) years.
- Ward 2: One Councilor to serve for a term of two (2) years.
- Ward 3: One Councilor to serve for a term of two (2) years.

At the same time and place and during the same hours, the legal voters are Warned to meet for the purpose of acting, by Australian Ballot, on the following articles. The polls will be open from 7:00 A.M. to 7:00 P.M.

ARTICLE I

Shall the Barre City Voters authorize a General Fund Budget of \$12,836,332 of which an amount not to exceed \$9,316,073 is to be raised by local property taxes for the fiscal year July 1, 2021 through June 30, 2022?

ARTICLE II

Shall the Barre City Voters authorize the sum of \$380,000 for Street Reconstruction and Sidewalk Improvements, and the Capital Improvement Fund?

ARTICLE III

Shall Chapter I, Section 104 of the Barre City Charter be hereby amended as follows:
Chapter I, Incorporation and General Provisions.
Sec. 104. General Corporate powers.

(d) Barre City shall only fly the City, State, United States, and the MIA/POW flags.

ARTICLE IV

Shall Chapter I, Section 105 of the Barre City Charter be hereby amended as follows:
Chapter 1, Incorporation and General Provisions.
Sec. 105. Ordinances – Subject Matter.

~~[(g) to Adopt and enforce ordinances related to the medication of landlord tenant issues by the Housing Board of Review.]~~

ARTICLE V

Shall Chapter I, Section 105 of the Barre City Charter be hereby amended as follows:
Chapter 1, Incorporation and General Provisions.
Sec. 105. Ordinances – Subject Matter.

(g) Notwithstanding any contrary provision of general law, to adopt and enforce ordinances establishing speed limit less than 25 miles per hour on specified city streets, or sections thereof, within city boundaries as may be required for the safety and general welfare of the city.

ARTICLE VI

Shall Chapter 1, Section 111 of the Barre City Charter be hereby amended as follows:

Chapter 1. Incorporation and General Provisions.

Sec. 111. Bonding of city officials.

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

ARTICLE VII (all highlighted text is one article)

Shall Chapter II, section 205, and Chapter IV, section 418 of the Barre City Charter be hereby amended as follows:

Chapter II. Elections and City Meetings.

Sec. 205. Officers elected.

(a)(1) the legal voters shall elect biennially a Mayor, ~~[a First Constable,]~~ and one person to serve as Clerk and Treasurer.

Chapter IX. Departments and Boards.

ARTICLE VIII. ~~[CONSTABLE.]~~ **Reserved.**

~~[Sec. 418. Duties.]~~ **(Reserved)**

~~[The City constable shall have the same powers and be under the same duties and liabilities as are prescribed by state statutes for constables of the towns.]~~

ARTICLE VIII

Shall the Barre City Voters authorize the continuance of a Property Tax Exemption for an additional period of five (5) years for Good Samaritan Haven located at 105 North Seminary Street, Barre, Vermont?

ARTICLE IX

Shall the Barre City Voters authorize the expenditure of \$7,500 for the Barre Area Senior Center?

ARTICLE X

Shall the Barre City Voters authorize the expenditure of \$5,000 for the Barre Heritage Festival?

ARTICLE XI

Shall the Barre City Voters authorize the expenditure of \$2,000 for Circle (formerly Battered Women’s Shelter and Services)?

ARTICLE XII

Shall the Barre City Voters authorize the expenditure of \$7,700 for Central Vermont Adult Basic Education (Barre Learning Center)?

ARTICLE XIII

Shall the Barre City Voters authorize the expenditure of \$3,000 for Capstone Community Action, Inc.?

ARTICLE XIV

Shall the Barre City Voters authorize the expenditure of \$15,000 for Central Vermont Council on Aging?

ARTICLE XV

Shall the Barre City Voters authorize the expenditure of \$28,000 for Central Vermont Home Health and Hospice?

ARTICLE XVI

Shall the Barre City Voters authorize the expenditure of \$1,500 for Community Harvest of Central Vermont?

ARTICLE XVII

Shall the Barre City Voters authorize the expenditure of \$5,000 for Downstreet Housing and Community Development?

ARTICLE XVIII

Shall the Barre City Voters authorize the expenditure of \$3,500 for the Family Center of Washington County?

ARTICLE XIX

Shall the Barre City Voters authorize the expenditure of \$1,000 for Good Beginnings of Central VT?

ARTICLE XX

Shall the Barre City Voters authorize the expenditure of \$1,500 for the Good Samaritan Haven?

ARTICLE XXI

Shall the Barre City Voters authorize the expenditure of \$38,401 for Green Mountain Transit?

ARTICLE XXII

Shall the Barre City Voters authorize the expenditure of \$2,500 for Mosaic Vermont (formerly Sexual Assault Crisis Team)?

ARTICLE XXIII

Shall the Barre City Voters authorize the expenditure of \$500 for OUR House of Central VT?

ARTICLE XXIV

Shall the Barre City Voters authorize the expenditure of \$3,000 for the Peoples Health and Wellness Clinic?

ARTICLE XXV

Shall the Barre City Voters authorize the expenditure of \$3,000 for the Retired Senior and Volunteer Program (RSVP)?

ARTICLE XXVI

Shall the Barre City Voters authorize the expenditure of \$1,000 for the Vermont Association for the Blind and Visually Impaired?

ARTICLE XXVII

Shall the Barre City Voters authorize the expenditure of \$3,000 for the Vermont Center for Independent Living?

ARTICLE XXVIII

Shall the Barre City Voters authorize the expenditure of \$2,500 for the Washington County Diversion Program?

ARTICLE XXIX

Shall the Barre City Voters authorize the expenditure of \$10,000 for Washington County Mental Health?

ARTICLE XXX

Shall the Barre City Voters authorize the expenditure of \$5,000 for Washington County Youth Service Bureau/Boys & Girls Club?

Adopted and approved by the Barre City Council on January 26, 2021.

Lucas Herring, Mayor

Carolyn S. Dawes, City Clerk

City Councilors

Michael A. Boutin

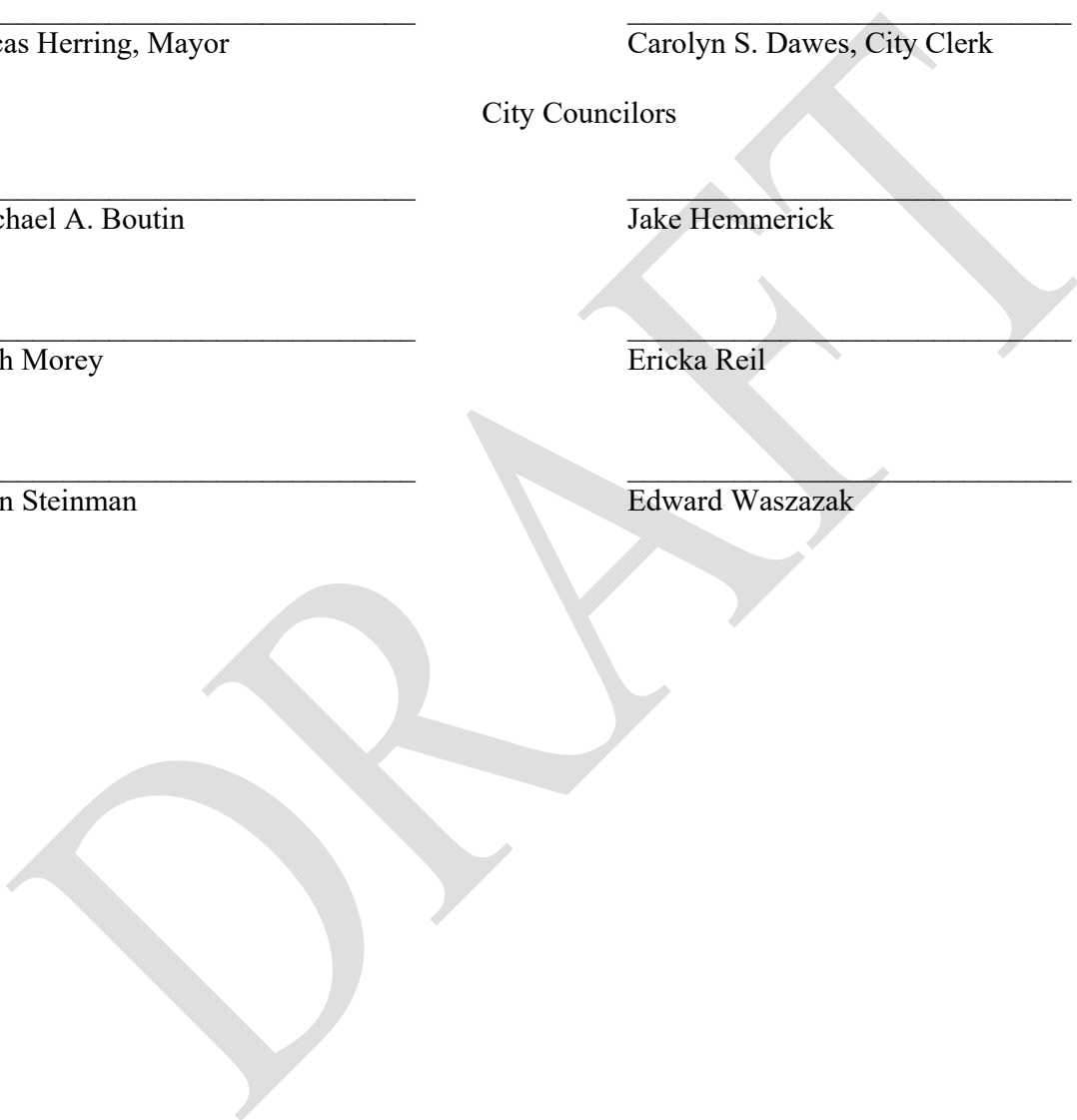
Jake Hemmerick

Rich Morey

Ericka Reil

John Steinman

Edward Waszazak



District 7
 Certcode 1201-0

**CERTIFICATE OF HIGHWAY MILEAGE
 YEAR ENDING FEBRUARY 10, 2021**

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2021 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section through upload to the secure FTP site or if necessary via mail to: VTrans PPAID - Mapping Section, 2178 Airport Rd, Unit B, Berlin, VT 05641.

We, the members of the legislative body of **BARRE CITY** in **WASHINGTON** County on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305, added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	5.531	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
Class 2	4.000	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
Class 3	37.83	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
State Highway	1.585	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
Total	48.946	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
* Class 1 Lane	0.191	<input type="text"/>	<input type="text"/>	<input type="text"/>	
* Class 4	0.07	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
* Legal Trail	0.00	<input type="text"/>	<input type="text"/>	<input type="text"/>	

* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

- NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".
- DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES IN MILEAGE: Place an X in the box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

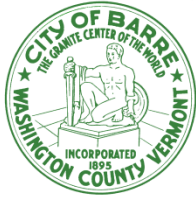
Signatures of Selectmen/ Aldermen/ Trustees: _____

Signature of T/C/V Clerk: _____ Date Filed: _____

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED: _____ **DATE:** _____
 Representative, Agency of Transportation



City of Barre, Vermont

“Granite Center of the World”

Janet E. Shatney, Planning Director
Planning, Permitting & Assessing
PPADirector@barrecity.org

6 N. Main St., Suite 7
Barre, VT 05641
Office Telephone (802) 476-0245
Direct Line (802) 477-1465

MEMORANDUM

TO: Mayor, Councilors, Manager, Clerk, Finance Director

CC: City Manager, City Clerk/Treasurer, City Finance Director

FROM: Nicola Andersen, Downstreet Housing Associate Director of Real Estate Development, and Janet E. Shatney, Planning Director

DATE: January 22, 2021

RE: Downstreet Housing – 31 Keith Avenue Transitional Housing Public Hearing Request to approve grant application in the Vermont GEARS portal

At the January 12, 2021 Council meeting, you approved Downstreet Housing’s request to open a VCDP (Vermont Community Development Program) grant application for \$500,000, toward the 31 Keith Avenue Recovery Residence. The request this meeting is for the approval to submit the application in the hopes to be awarded the grant. A public hearing is required, and this memo supports this request. Provided as follows is the Project Narrative that is in the application, and best describes this project:

“The Barre Recovery Residence (RR) project will meet several critical community goals. Housing: A Critical Link to Recovery states that there are roughly 1,200 individuals who would benefit from access to a recovery residence. The report goes further to identify the immediate need specifically in Barre for 3 homes for women with children. The Barre RR meets all four goals of the consolidated plan. The Barre RR will (1) **Increase the supply and quality of affordable housing** by adding 3 family units; 2. **Decrease the number of people experiencing homelessness** as all residents will be coming from homelessness; 3. **Create and retain jobs** as the operator (Vermont Foundation of Recovery (VFOR)) will add 1-2 staff to operate the program; and, 4. **Strengthen communities and improve the quality of life of Vermonters** by providing a stable home that supports individuals’ recovery along with meeting the needs of children impacted by substance use disorder.

Downstreet Housing and Community Development will purchase, rehab, and retain ownership of the Barre RR. We expect to begin construction late Spring of 2021 and complete by year end 2021.

The building will then be leased to the RR operator, VFOR. VFOR will ensure that the Barre RR is certified by the Vermont Alliance for Recovery Residences (VTARR). Services from VFOR include support from a house manager that works with residents to ensure the smooth daily living of the shared house, regular one-one meetings with house manager to work on personal goals related to recovery, employment, family reunification, etc. VFOR has developed a new House Manual specific to the Barre RR which is attached with this application. Local partners to VFOR include CV Turning Point, Circle, WCMHS, Barre schools, Downstreet, and many more.

The Barre RR members will primarily be women and women with children, who as adults, have a substance use disorder. Many people will come directly from inpatient treatment facilities but that is not required. All units will be set aside for homeless individuals certified by Downstreet. Most members will qualify for Medicaid and therefore are classified as being in extreme poverty. Another important feature of the Barre RR is that it will serve women many of whom have experienced domestic violence. Domestic violence and substance use often co-occur.

The building is located at 31 Keith Ave., Barre, VT. The building is a three-story wood framed structure constructed in the 1900's as a duplex apartment building. The building has been renovated several times to house apartments and a hair salon. A small addition was added in the back to accommodate the hair salon. The former apartment building will be reconfigured to provide transitional housing. There are three units: two family apartments and one transitional unit with the capability of supporting up to four families. The transitional unit will have a shared kitchen, dining, bathrooms, laundry, and meeting/multi-function space. This shared common space is to allow the Barre RR to strive to create a family-like atmosphere in the home – one where the members are nurtured and energized by others who share common experiences, struggles, values and goals.”

We thank you for your attention to this request, and look forward to your approval to submit the application no later than February 9, 2021.

NOTE: In order to obtain each of your signatures during the week, would you please make arrangements with Jody, our Manager's Assistant, to come to City Hall to sign this Resolution, thank you.

Grant Application

RESOLUTION FOR VCDP GRANT APPLICATION AUTHORITY

Barre City Resolution # 2021-02

Single Applicant

WHEREAS, the City of Barre (hereinafter "Applicant") is applying for a Grant under the Vermont Community Development Program; and

WHEREAS, it is necessary that an application be made and agreements be entered into with the State of Vermont.

Now, THEREFORE, BE IT RESOLVED as follows:

1. that Applicant possesses the legal authority as defined in the State Act [10 VSA §683(8)] to apply for the grant and to administer the program; and
2. that Applicant apply for a grant under the terms and conditions of said program and agree hereby to enter into Certifications and Assurances there of; and
3. the Applicant has a duly adopted and current Municipal Plan 9/15/2020 (Date Adopted) and that the project is consistent with said plan; and
4. the Applicant has received documentation from the Regional Planning Commission that the project is consistent with the "Regional Plan; and
5. that Janet E. Shatney is hereby authorized to be Contact Person and as such to provide, on behalf of Applicant, all documents and information necessary for the completion of said application and to provide such coordination as may be necessary for said application; and
6. that (Name) Steven E. Mackenzie Title City Manager who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, is hereby designated to serve as the Authorizing Official (AO) for the Grants Management On-line System, Intelligrants; and
7. that it is understood that, if the application is funded, the receipt of VCDP funds, as federal funds passed through the State of Vermont, may require that an audit of the Applicant be conducted under the provisions of the Single Audit Act, as amended, and that VCDP funds may be used to fund only a limited portion of the audit cost.

Passed this 26th day of January, 2021.

LEGISLATIVE BODY

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above resolution is a true and correct copy of the resolution as adopted at a meeting of the Legislative Body held on the ____ day of _____, _____, and duly filed in my office.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of _____, _____.

Clerk

Signature

From: Jake Hemmerick

Sent: Wednesday, January 20, 2021 9:17 AM

To: Carol Dawes <cdawes@barrecity.org>; Lucas Herring <L.Herring@barrecity.org>; Steven Mackenzie <manager@barrecity.org>

Cc: City Council <citycouncil@barrecity.org>

Subject: Brainstorm to Make the Most of the TIF

MAKING THE MOST OF THE REMAINING TIF TIMELINE

- Engage White & Burke for the following services:
 - Review of history, status of TIF, latest legislation, and timeline w/Clerk & Manager to assess ways to maximize the full potential of the remaining TIF.
 - Review publicly-owned land (parking lots) for possible infill building development and parking lot improvements (including Merchant's Row).
 - Give due consideration to flood-safe, ground-level, under-building parking, for structures that can add substantial increment.
 - Manage a call to investors that might be interested in doing a private-public partnership (PPP) project for a \$1 lot or long-term leasehold.
 - Manage a call to all landowners in TIF inquiring about projects that could happen 'but for' a TIF, private-public partnership investment.
 - Consult with VEPC staff & Clerk
 - Develop a rapid report on key opportunities for the TIF:
 - Borrowing Capacity
 - Low-Barrier Increment Opportunities
 - Moderate Increment Opportunities
 - Difficult Increment Opportunities
 - Any public infrastructure investments likely to unlock increment.
 - Timeline
 - Financial modeling for scenarios and impacts to grand list as debt is retired.
 - Steering Committee Review
 - Consultation with VEPC
 - Conduct rapid action specific-area concept planning to get the visuals for public outreach/support.
 - Steering Committee calibrates approach based on friction points, make recommendation to Council.
 - VEPC
 - IMPLEMENT
 - Structure strong Private Public Partnerships agreements/contracts that protect the public interest by:
 - Requiring municipal regulatory conformance for improvements as determined by the Manager, Planning Director & Zoning Administrator (not DRB);

- Commit to minimum assessed value by a certain date for \$X TIF support and payment of municipal fees;
 - Pledge cooperative public relations with the City and citizens;
 - And other provisions that anticipate what can go wrong.
- Establish a TIF Steering Committee led by Clerk & staffed by White & Burke
 - Mayor, Councilor Hemmerick, Councilor Morey, Clerk, Manager, Planning Director, Assessor, BADC Dir., Partnership Dir, Non-Conflicted Financier, White & Burke (Real Estate & TIF Experts)
- Target Projects
 - Highest increase in taxable value for lowest cost and admin. Inputs.
 - Replacement of single-rise, lower-value structures for higher-value structures.
 - Occupancy of vacant structures, or portions of vacant structures.
 - Necessary code improvements that allow for occupancy of unused portions of buildings.
 - Replacement of a low-rise structure with a multi-story structure.
 - Strive for no net increase in surface parking (except through better design/layout)
 - Consider improvements that support additional community & vendor events and public space programming in Merchants Row/Enterprise Alley (water/electric/lighting/waste bins).
 - Projects that expand transportation choice: more comfortable bus stops, e-bike rental/share, etc.
 - Projects that increase the time-spread of activity downtown: hotel, market-rate housing appealing to downsizing seniors and maturing youth.
- Avoid Projects
 - Likely to get snagged in long-term regulatory reviews.
 - Likely to displace existing business or residents.

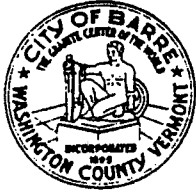
JAKE Hemmerick

Barre City Councilor | Ward 1

802.363.7831

j.hemmerick@barrecity.org

www.barrecity.org



City of Barre, Vermont




" GRANITE CENTER OF THE WORLD "

CLINT P. SMITH
WATER DEPT. CLERK
(802) 476-0251 PHONE

6 N. MAIN ST. STE 5
BARRE VT 05641-4190
(802) 476-0264 FAX

MEMORANDUM
NSF REVISED

To: Mayor Lucas J. Herring, City Manager Steven E. Mackenzie PE,
City Clerk & Treasurer Carolyn S. Dawes, Dir. of Public Works
William E. Ahearn, Asst. Dir. of Public Works Steven N. Micheli
& Barre City Council

From: Clint P. Smith 
Water & Sewer Dept. Clerk

Date: January 19, 2021

Subject: December 2020 Water, Sewer & Debt Service Delinquencies

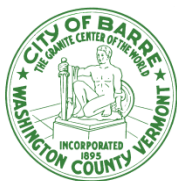
December 2020 Quarterly Water Billed	\$ 723,824.39
December 2020 Quarterly Sewer Billed	\$ 337,586.40
December 2020 Quarterly Debt Service Billed	\$ 1,847.25
Adjusted Bills	\$ 00.00
Total Water Paid	\$(625,098.64)
Total Sewer Paid	\$(285,546.64)
Total Debt Service Paid	\$ (1,551.69)
Total Delinquent Water, Sewer & Debt Service	\$ 151,061.07

(Representing A 14.21% Delinquency)

The delinquent figures for previous years of the same quarter are as follows:

December 2019	\$151,806.40
December 2018	\$157,853.06
December 2017	\$155,530.36
December 2016	\$124,855.61
December 2015	\$106,169.14
December 2014	\$108,532.57
December 2013	\$110,009.00

The total delinquent water, sewer and debt service revenue to collect, as received from Sylvie Rivard, Assistant Delinquent Tax Collector, as of January 7, 2021 is \$257,069.90 which includes the above December 2020 delinquent figure. The total delinquent figure at this time in the year 2019 was \$228,957.03.



● *City of Barre, Vermont*

“Granite Center of the World”

Steven E. Mackenzie, P.E.
City Manager

6 N. Main St., Suite 2
Barre, VT 05641
Telephone (802) 476-0240
FAX (802) 476-0264
manager@barrecity.org

To: Mayor Lucas Herring and the Barre City Council

From: Steven Mackenzie, P.E., City Manager

Re: Department Head Reports

Report Date: January 22, 2021

In order to keep you informed of the Department activities of the office, I'm forwarding this report of activities of the City staff for the previous Friday - Thursday. If there are any additional questions please do not hesitate to ask.

1. CLERK/TREASURER'S OFFICE:

- City Hall remains closed to the public. The land records vault in the Clerk's office is open by appointment on Tuesdays, Thursdays and Fridays.
- Annual license renewal applications will continue to come to the Council for approval. I have offered a moratorium on license renewals for those businesses that are closed due to COVID. They can renew their licenses when they reopen with no late fees.
- Continuing to work on TIF state audit. Currently compiling increment related documents for submission.
- Office staff is busy issuing 2021 parking permits and dog licenses.
- Postcards have been ordered to be mailed to all active voters, giving them information on how to request an absentee ballot for town meeting, including a tear-off return postcard that will request a ballot be mailed to the voter. Postcards should be in the mail by next week. Reimbursement is available through the state's CARES Act funds.
- Monday, January 25th, is the deadline for consent of candidate forms from candidates for office to be elected on the annual meeting. We are accepting consent forms for city council seats, BUUSD board seats, BUUSD moderator, clerk & treasurer, and CVPSA at-large board member.

2. BUILDING AND COMMUNITY SERVICES:

- On Monday, the installation of the temporary ramp at the AUD was completed. This is for the COVID vaccinations.
- On Tuesday, I participated in the Department head conference call.
- On Wednesday, I met with the City Manager to review ongoing projects.
- On Thursday, I met with a crew from E.F Wall as they were installing the temporary vestibule in the northeast corner of the AUD. This will serve as a temperature barrier during the COVID vaccinations as that door way will serve as the ADA egress.
- On Thursday, the BCPD used the Alumni Hall conference room for an interview.
- Also on Thursday, I participated in the ADA committee Zoom meeting.
- Also on Thursday, the new heat exchanger for City Hall was installed.
- This week the Cemetery Department did snow plowing, including the Waste Water Plant. We had one full burial during the week.
- The Facilities crew finished painting in the kitchen and break room areas of the Auditorium. They also did snow removal work during the week.
- The Alumni Hall restroom restoration project is moving along nicely. Projected finish date is Friday, January 29.

2a. RECREATION:

- Participated in a Vermont Recreation and Parks Association Director's meeting focused on COVID mandates. Feedback was provided to a representative from the state who meets with the ACCD on concerns from recreational providers. The high school hockey teams are now allowed contact during their practices. Our hope is that games will be allowed soon as we have several scheduled – we continue to monitor the Governor's conferences for updates.
- Set up a Safety Committee meeting.
- Participated in a Vermont Recreation and Parks Association zoom meeting on Safe Outdoor Venues. There were 300 people participating representing outdoor venues for concerts, programs, etc. Still a lot of unknowns as we move forward but it was an excellent starting point.
- Met in an online meeting format with the New England representatives of the United States Tennis Association. A youth and adult program is in the works for the summer.
- Followed up with high school hockey groups to convert scheduled games to practices, etc. Followed up with BYSA on COVID procedures and mandates.
- Followed Metro Way path discussions.
- Participated in a Department Head meeting.
- Met with the Finance Director pertaining to coding for programs in the summer. Registrations and programs cross over into two fiscal years.
- Worked on securing dates for camps. Waiting for confirmations from the program leaders.

3. DEPARTMENT OF PERMITTING, PLANNING AND ASSESSING:

Planning – Janet:

- Capital Improvement Plan work, collating more information as received by fellow department heads;
- Worked 2 days on a file audit going back to the 1950's for Weston & Sampson Engineers for a city property that is going up for sale;
- TIF report work for Carol to get to auditors;
- Assessor job description review;
- Department Head meeting Tuesday morning;
- Attended City Council meeting for Capital Improvement Plan work to date;
- Reviewed the Assessor annual report for inclusion with my department report for the annual report;
- Finished my Department Annual report and got submitted on time;
- Worked with Assessing Clerk on some forms that need approval throughout the City, which generated questions needing to be asked of PVR;
- Held a phone conference with the City's Energy consultant at Efficiency Vermont about landlord and tenant possibilities;
- Did some housekeeping on one of the Covid grants for file organization in case of an audit;
- Worked with Downstreet Housing to prepare the memo for the public hearing on their pending application that is to go in front of Council this Tuesday evening;
- Answering questions, phone calls, sent lister cards, assisted fellow staff, timesheets, weekly report write-up, etc.

Permitting – Heather:

- Issued 3 Electrical Permits;
- Issued 3 Vacant Building Registrations (1 renewed, 2 new);
- Issued 2 Zoning Permits;
- Attended a site visit with Code Enforcement at 81 N. Main St. to meet with the new owners and go over the changes they would like to make;
- Continued with archiving of old files;
- Answered all phone messages, emails, filed, picked up paperwork from the office twice weekly, and updated Zoning & Fire Dept. databases.

Assessing Clerk – Kathryn:

- Regular office tasks: permit copies from Heather into databases, address changes, mapping updates, filing, checking Grand List items, Street numbers, corrections, e-mail messages, phone calls, etc.;
- Processed 10 PTTRs (property transfer returns) for updating all property records in NEMRC, ProVal, and mapping software;
- No download of Homestead filings, and the year-to-date total is still 1743;
- Sent out 3 map copies and 6 lister cards as requested via email or by telephone;
- Prepared the 2020 final grand list 411 copy as well as the new state forms for E&O's to be signed by Manager, the Clerk and the Council. Have given them to the Director to find out procedure as these are new forms;

- Began working on the 2020 Sales Study from the data sent by the State.

Assessing-Assessor:

- Position is vacant;
- Department Director is working on ensuring that the 4 forms needing to be completed in the next month are done so correctly with proper signatures;
- Department Director checks email and phone inquiries, but there hasn't been much at this time;
- Department Director has sent out lister cards upon inquiry by realtors, etc.

4. DEPARTMENT OF PUBLIC WORKS:

- Department Head will send report with the warrants on Monday.

5. FINANCE DIRECTOR:

- Met with Manager Mackenzie, DPW Director Ahern, and Asst. DPW Director Micheli in regards to SRF applications and internal processes/coordination; updated financial information on applications to reflect current financial status
- Met with PPIS Director Shatney regarding CIP plan
- Attended Council meeting via Zoom
- Attended VTGFOA board meeting via Zoom
- Attended TIF audit meeting via Teams
- Prepared FY21 Q2 financial update for upcoming council meeting
- Met with Manager Mackenzie for bi-weekly coordination meeting
- Reviewed AP Invoices

6. DEPARTMENT OF PUBLIC SAFETY:

6a. FIRE DEPARTMENT:

Weekly Fire Activity Report to follow this memo.

6b. POLICE

Police Media Logs to follow this memo.

BARRE

Copy of Departmental Activity Report

Current Period: 01/14/21 to 01/20/21, Prior Period: 01/07/21 to 01/13/21

00:00 to 24:00

All Stations

All Shifts

All Units

All Activity Types

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Dispatch/Remote Station Incidents*				
EMS Incidents	0	0.00	0	0.00
NFIRS Incidents	0	0.00	0	0.00
	0	0.00	0	0.00
Fire Alarm Situations				
Chemical release, reaction, or toxic condition	0	0.00	1	1.26
Combustible/flammable spills & leaks	0	0.00	1	1.92
Dispatched and cancelled en route	0	0.00	1	0.06
Electrical wiring/equipment problem	1	0.30	0	0.00
Emergency medical service (EMS) Incident	47	99.63	25	61.16
Extrication, rescue	0	0.00	1	1.88
Hazardous condition, Other	1	1.00	1	4.32
Medical assist	1	1.20	0	0.00
Rescue, emergency medical call (EMS), other	2	2.97	0	0.00
System or detector malfunction	2	3.75	0	0.00
Unintentional system/detector operation (no fire)	0	0.00	2	4.22
	54	108.85	32	74.82
Hydrant Activities				
Flow Tests	0	0.00	0	0.00
Inspections	0	0.00	0	0.00
	0	0.00	0	0.00
Non-Incident Activities				
COVID 19 SCREENING COMPLETED	25	0.56	31	0.33
DAY SHIFT COVERAGE	2	24.00	4	24.00
E 3 - OUT OF SERVICE	1	3.25	0	0.00
FD VEHICLE FUELING - DIESEL	4	0.58	0	0.00
NIGHT SHIFT COVERAGE	2	24.00	2	24.00
ON DUTY	24	550.00	26	598.50
PERSONAL TIME USED	1	2.00	0	0.00
SICK TIME USED	2	48.00	2	48.00
VACATION USED	4	72.00	1	12.00

* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

BARRE

Copy of Departmental Activity Report

Current Period: 01/14/21 to 01/20/21, Prior Period: 01/07/21 to 01/13/21

00:00 to 24:00

All Stations

All Shifts

All Units

All Activity Types

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Non-Incident Activities	65	724.39	66	706.83
Occupancy Inspections/Activities				
ALARM TESTING/MAINTENANCE	1	0.05	3	0.23
	1	0.05	3	0.23
Testing/Maintenance of Equipment				
FUEL FILTER	1	0.00	0	0.00
	1	0.00	0	0.00
Training				
BUILDING CONSTRUCTION	2	1.75	0	0.00
CHAINSAW	0	0.00	3	2.25
CPAP	0	0.00	4	4.00
DOCUMENTATION	5	5.00	0	0.00
DRIVER TRAINING (DRIVING STREETS)	2	2.00	0	0.00
FORCIBLE ENTRY	4	3.00	0	0.00
GENERAL DRIVER TRAINING	12	12.00	2	2.00
GROUND LADDERS	0	0.00	3	1.50
HYDRANTS	5	5.00	0	0.00
MED DRAWS AND PUSHES	0	0.00	4	4.00
PEDIATRIC EMERGENCY	0	0.00	3	3.00
SEARCH AND RESCUE	0	0.00	5	5.00
TRAILERS/TOWING	0	0.00	2	2.00
VT DIVISION OF FIRE SAFETY TRAINING	4	29.32	0	0.00
WINDOW RESCUES / DENVER DRILL	0	0.00	5	5.00
	34	58.07	31	28.75

* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

Media Log Report

Rev.01/26/12

From: 01/14/2021 1:52**To:** 01/21/2021 3:20

Date/Time	Incident #	Call Type	Location
ORI: VT0120100		<u>Barre City Police Department</u>	
1/21/21 3:20	21BA000433	<i>Alarm - Security</i>	N Main St
1/21/21 1:20	21BA000432	<i>Assist - Agency</i>	Paine Turnpike South
1/21/21 1:00	21BA000431	<i>Parking - Winter Ban - Ticket</i>	Fourth St
1/21/21 0:52	21BA000430	<i>Assist - Agency</i>	Paine Turnpike South
1/21/21 0:12	21BA000429	<i>911 Hangup</i>	Circle St
911 Hang-up Call on Circle Street			
1/20/21 23:48	21BA000428	<i>Larceny - from a Person</i>	River St
1/20/21 21:23	21BA000427	<i>Assist - Other</i>	Randolpph Public School
1/20/21 20:36	21BA000426	<i>Assist - Other</i>	Cvmc Hospital Loop Bldg C
Assist Barre City			
1/20/21 17:32	21BA000424	<i>Assist - Public</i>	East Street
Assist East St Barre City			
1/20/21 17:09	21BA000423	<i>TRO/FRO Service</i>	Prospect St
TRO service on Prospect St			
1/20/21 16:58	21BA000422	<i>Threats/Harassment</i>	Spaulding St
1/20/21 16:53	21BA000421	<i>Assist - Public</i>	Union Brook Road
1/20/21 16:31	21BA000420	<i>Accident - Non Reportable</i>	Berlin And Prospect
1/20/21 16:25	21BA000419	<i>Larceny - Other</i>	Orange Street
1/20/21 16:00	21BA000425	<i>Training-In-Service</i>	Fourth Sreet
1/20/21 15:38	21BA000418	<i>Assist - Other</i>	Sheridan St
assist other sheridan st			
1/20/21 14:29	21BA000417	<i>Kidnapping</i>	Spaulding St
1/20/21 14:20	21BA000416	<i>Accident - Property damage only</i>	Keith Ave
1/20/21 13:14	21BA000415	<i>Directed Patrol - Other</i>	Fourth St
1/20/21 11:50	21BA000414	<i>Noise</i>	Pearl St
noise pearl st			
1/20/21 11:15	21BA000413	<i>Assist - Agency</i>	Fourth St

Media Log Report

Rev.01/26/12

From: 01/14/2021 1:52**To:** 01/21/2021 3:20

Date/Time	Incident #	Call Type	Location
ORI: VT0120100		<u>Barre City Police Department</u>	
1/20/21 10:52	21BA000412	Assist - Other	Spaulding St
1/20/21 10:45	21BA000411	Welfare Check	Bromur St
1/20/21 10:10	21BA000410	Cruelty to a Child	Granite Street
1/20/21 9:35	21BA000409	Identity Theft	Beckley St
1/20/21 8:44	21BA000408	Vandalism	Sheridan St
vandalism Sheridan St			
1/20/21 8:41	21BA000407	Directed Patrol - Other	Addison Dr
1/20/21 8:39	21BA000406	Vandalism	Madison Ave
vandalism Madison Ave			
1/20/21 1:22	21BA000405	Parking - Winter Ban - Ticket	Fourth St
Winter parking ban enforcement			
1/20/21 0:26	21BA000404	Accident - Property damage only	Merchant St / Summer St
On car motor vehicle accident on Merchant St.			
1/19/21 21:35	21BA000403	Assist - Agency	Spaulding St
Agency Assist Locating Runaway Juvenile on Spaulding Street			
1/19/21 19:11	21BA000402	Assault - Simple	Upland Ave
Assault on Upland Ave			
1/19/21 18:30	21BA000401	Drugs - Intel received	Fourth St
1/19/21 16:10	21BA000400	Welfare Check	Prospect St
welfare check barre city			
1/19/21 15:52	21BA000399	Directed Patrol - Other	Fourth Street
1/19/21 15:03	21BA000398	Intoxication	N Main St
1/19/21 14:31	21BA000397	VIN verification	Fourth St
vin verification fourth st			
1/19/21 14:30	21BA000396	Motor Vehicle Complaint	North Main St / Berlin St
1/19/21 12:54	21BA000395	Violation of Conditions of Release	Fourth St
vcor barre city			
1/19/21 12:23	21BA000394	911 Hangup	South Main Street
911 hang up s main st			
1/19/21 10:02	21BA000393	Assist - Agency	North Main St
Assist-Agency on North Main Street			

Media Log Report

Rev.01/26/12

From: 01/14/2021 1:52

To: 01/21/2021 3:20

Date/Time	Incident #	Call Type	Location
ORI: VT0120100 Barre City Police Department			
1/19/21 3:17	21BA000392	Prisoner	Fourth St
1/19/21 3:17	21BA000391	Prisoner - Lodging/Releasing	Fourth St
Prisoner Lodging on Fourth Street.			
1/19/21 1:54	21BA000390	Parking - Winter Ban - Ticket	Fourth St
Winter parking ban enforcement.			
1/18/21 21:45	21BA000389	Larceny - from Building	Gallow Ave
Resident reporting a female guest stole jewelry from the residence			
1/18/21 19:37	21BA000388	Suspicious Event	Granite St
Reckless Endangerment of a Child on Granite Street.			
1/18/21 17:31	21BA000387	Suspicious Event	Brook St / Brook St School
Suspicious event on North Seminary St.			
1/18/21 17:21	21BA000386	Domestic Disturbance	Beckley St
Domestic disturbance on Beckley St.			
1/18/21 17:05	21BA000385	Welfare Check	Summer St
Welfare check on Summer St.			
1/18/21 17:00	21BA000384	Domestic Disturbance	Gallow Ave
Domestic Disturbance on Gallow Ave.			
1/18/21 16:49	21BA000383	Disturbance	N Main St
Disturbance on North Main Street			
1/18/21 15:15	21BA000382	Larceny - from Building	Washington St
1/18/21 14:47	21BA000381	Domestic Disturbance	Washington St #
domestic disturbance washington st			
1/18/21 12:43	21BA000380	Threats/Harassment	North Main St
threats/harassment n main st			
1/18/21 12:01	21BA000379	Animal Problem	North Main St
animal problem n main st			
1/18/21 11:58	21BA000378	Digital Forensics	
1/18/21 11:07	21BA000377	Mental Health Issue	French St
MH issue French St			
1/18/21 10:42	21BA000376	Accident - Non Reportable	Maple Ave / Hope Cemetery
Accident non-reportable.			
1/18/21 9:25	21BA000375	Surveillance	Main Street
Surveillance			
1/18/21 8:55	21BA000374	Assist - Agency	Fourth Street
Agency assist			
1/18/21 8:34	21BA000373	Directed Patrol - Other	Fourth Street
Directed Patrol Barre			
1/18/21 8:28	21BA000372	Assist - Other	Ayer St

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Date/Time	Incident #	Call Type	Location
ORI: VT0120100			
<u>Barre City Police Department</u>			
Public assist Ayer St.			
1/18/21 8:21	21BA000371	Mental Health Issue	Fourth Street
MH issue barre city			
1/18/21 8:10	21BA000370	Background Investigation	Fourth Street
1/18/21 7:00	21BA000369	Assist - Agency	Airport Rd
An officer assisted the Berlin PD			
1/18/21 5:25	21BA000368	Animal Problem	John St / Berlin St
An Officer looked into the report of an animal problem on Berlin St.			
1/18/21 1:07	21BA000367	Suspicious Person	Washington St
An Officer assisted a woman on Washington St.			
1/18/21 0:13	21BA000364	Noise	S Main St
Report of a female yelling outside the Tilden House			
1/17/21 23:37	21BA000366	Larceny - from a Person	Bergeron St
Juvenile reporting stolen clothes			
1/17/21 23:04	21BA000365	Suspicious Event	Fourth Sreet
Suspicious letter			
1/17/21 21:07	21BA000362	911 Hangup	Pleasant St
911 Hang up call on Pleasant St.			
1/17/21 18:00	21BA000360	Assist - Agency	Fourth St
Male cited for VSP Derby			
1/17/21 17:56	21BA000361	Larceny - Other	East Street
Female reporting items stolen from her apartment			
1/17/21 15:53	21BA000359	Assist - Public	Branch St
1/17/21 15:46	21BA000358	Training-In-Service	Fourth St
1/17/21 13:02	21BA000357	Assist - Public	Sheridian St
public assist barre city			
1/17/21 9:19	21BA000356	Assist - Public	Highgate Drive
public assist barre city			
1/17/21 8:58	21BA000355	Assist - Agency	East Cobble Hill Rd
Assist-Agency on East Cobble Hill Road			
1/17/21 5:11	21BA000354	Search Warrant	Highgate Dr
1/16/21 22:18	21BA000353	911 Hangup	South Main St
911 open line on S Main Street.			
1/16/21 22:04	21BA000352	Prisoner - Lodging/Releasing	Fourth Sreet
Male prisoner released			
1/16/21 21:51	21BA000332	Accident - Non Reportable	N Main St
Accident on North Main Street			

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Date/Time	Incident #	Call Type	Location
ORI: VT0120100 Barre City Police Department			
1/16/21 21:03	21BA000351	Prisoner	Fourth Sreet
1/16/21 20:43	21BA000350	Prisoner - Lodging/Releasing	Fourth St
Lodging of male prisoner on 3 active arrest warrants			
1/16/21 20:17	21BA000349	Welfare Check	Brooklyn St
Welfare check on Brooklyn Street.			
1/16/21 20:05	21BA000348	911 Hangup	Bergeron
911 hang up on Bergeron Street.			
1/16/21 19:43	21BA000347	Drugs - Possession	Bridge Street
Traffic stop leads to arrest of male on active warrants and new charges for heroin possession and operating a motor vehicle with a criminally suspended license			
1/16/21 19:21	21BA000346	Assist - Public	Bromer St
Citizen assist on Bromur Street.			
1/16/21 18:11	21BA000345	Disorderly Conduct	Brook St
Report of subjects fighting on Brook St			
1/16/21 17:14	21BA000344	Supervisory Duties - Case review	Fourth St
Supervisory Duties- Case Review			
1/16/21 16:30	21BA000343	Assist - Public	Fourth St
property return barre city			
1/16/21 15:53	21BA000341	Assist - Agency	Fourth St
Assist Agency on Fourth Street			
1/16/21 14:57	21BA000342	Training-In-Service	Fourth St
1/16/21 14:35	21BA000340	Noise	Prospect St
noise prospect st			
1/16/21 14:06	21BA000339	Motor Vehicle Complaint	Pike St
mv complaint pike st			
1/16/21 13:33	21BA000338	Suspicious Vehicle	Fourth St
1/16/21 13:30	21BA000337	Noise	Pearl St
noise pearl st			
1/16/21 11:51	21BA000336	Welfare Check	S Main St
Welfare Check on South Main Street			
1/16/21 11:13	21BA000335	Trespass	N Main St
trespass n main st			
1/16/21 10:02	21BA000331	Accident - Non Reportable	RT 62 / Granite Sheds
accident non-reportable rt 62			
1/16/21 8:21	21BA000294	Training-In-Service	Fourth St
training in service barre city			
1/16/21 6:40	21BA000208	911 Hangup	South Main Street
An Officer responded to a 911 call on S. Main St.			

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ORI: VT0120100 Barre City Police Department			
1/16/21 1:00	21BA000330	Parking - Winter Ban - Ticket	North Main Street
Winter parking ban			
1/15/21 23:52	21BA000329	Domestic Disturbance - Non-Rej	Pearl St
verbal domestic at downtown rentals			
1/15/21 22:21	21BA000334	Mental Health Issue	Seminary St
Female at the Good Samaritan acting aggressively with staff and found to have an active arrest warrant			
1/15/21 22:16	21BA000333	Noise	Elm Street Barre
Noise complaint on Elm St			
1/15/21 21:39	21BA000328	Assist - Agency	McCloud Hill
Assisted Barre Town Police with a welfare check on McCloud Hill Road in Barre Town.			
1/15/21 20:46	21BA000326	Juvenile Problem	North Main St
Minor child found wandering on South Main St. returned to his parent			
1/15/21 19:57	21BA000325	Mental Health Issue	Seminary St
Mental Health Issue on Seminary St			
1/15/21 19:37	21BA000327	Trespass	Prospect St
Homeless female removed from a citizen's porch on Prospect St.			
1/15/21 18:26	21BA000324	Suspicious Person	N Main St
Suspicious female reported in the roadway in Route 302			
1/15/21 18:24	21BA000323	Assist - Public	Jefferson Street
Citizen assist on Jefferson Street.			
1/15/21 17:59	21BA000322	Accident - Non Reportable	South Main St
Two vehicle minor motor vehicle collision on South Main St.			
1/15/21 17:59	21BA000321	TRO/FRO Service	Anderson Avenue
Served court paperwork on Anderson Ave.			
1/15/21 17:56	21BA000320	Assist - Agency	S Main St
Agency assist on S Main St			
1/15/21 17:42	21BA000319	Disturbance	Merchant St
Disturbance on Merchant Street.			
1/15/21 16:57	21BA000318	Trespass	N Main St
Male served with a notice of trespass for Jiffy Mart			
1/15/21 16:56	21BA000317	Assist - Public	Merchant Street
public assist Merchant St			
1/15/21 16:09	21BA000315	Welfare Check	N Main St
welfare check barre city			
1/15/21 16:00	21BA000316	Training-In-Service	Fourth Sreet
1/15/21 15:38	21BA000314	Assist - Public	Maple St / Summer St
public assist Maple Ave			
1/15/21 15:04	21BA000313	Search Warrant	Fourth St
Search warrant Fourth Street			

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ORI: VT0120100		Barre City Police Department	
1/15/21 14:48	21BA000312	Motor Vehicle Complaint	N Main St / Rt 62
1/15/21 14:38	21BA000311	Motor Vehicle Complaint	Ayers St
mv complaint ayers st			
1/15/21 14:15	21BA000310	Assist - Other	Fourth St
public assist N. Main St			
1/15/21 12:44	21BA000309	Trespass	N Main St
1/15/21 12:33	21BA000308	Welfare Check	Pleasant St
welfare check pleasant st			
1/15/21 11:25	21BA000307	Threats/Harassment	Thurston Pl
threats/harassment barre city			
1/15/21 10:21	21BA000306	Needle Disposal	Park St
needle disposal park st			
1/15/21 8:41	21BA000305	Assist - Agency	Paine Turnpike North
agency assist			
1/15/21 8:26	21BA000304	Training-In-Service	Fourth St
training in service barre city			
1/15/21 1:06	21BA000303	Parking - Winter Ban - Ticket	Fourth St
Winter parking ban enforcement.			
1/14/21 23:11	21BA000302	DLS	South Main And Circle
Traffic stop of S Main St, driver cited for driving while criminally suspended.			
1/14/21 21:12	21BA000300	Prisoner	Fourth St
1/14/21 21:08	21BA000299	Prisoner - Lodging/Releasing	Fourth St
Prisoner Lodging on Fourth Street			
1/14/21 20:42	21BA000298	Drugs - Possession	N Main St
1/14/21 20:02	21BA000297	Assist - Agency	Cabot St
Agency Assist on Cabot Street			
1/14/21 19:34	21BA000296	Disturbance	Prospect St / Branch St
Report of a disturbance on Prospect Street.			
1/14/21 18:51	21BA000295	TRO/FRO Service	Metro Way
TRO service on Metro Way			
1/14/21 18:24	21BA000293	Drugs - Intel received	Fourth Street
drug intel received at PD			
1/14/21 17:25	21BA000291	Suspicious Event	
Motor vehicle complaint on Laurel Street.			
1/14/21 16:38	21BA000290	Disorderly Conduct	Semianry St
Disturbance on North Seminary St.			
1/14/21 16:09	21BA000289	Accident - Non Reportable	Elm Street

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Date/Time	Incident #	Call Type	Location
ORI: VT0120100 <u>Barre City Police Department</u>			
Minor 1050 on Jefferson St.			
1/14/21 16:00	21BA000292	Training-In-Service	Fourth Street
1/14/21 15:30	21BA000288	Assist - Agency	Laurel St
Agency assist			
1/14/21 15:10	21BA000287	Larceny - from Building	Kynoch Ave
1/14/21 15:05	21BA000286	Motor Vehicle Complaint	S Main St #
Motor vehicle complaint.			
1/14/21 12:32	21BA000285	Accident - Property damage only	Westwood Parkway / Country Way
1/14/21 12:22	21BA000284	Suicide - Attempted	Jefferson St
1/14/21 11:41	21BA000283	Illegal Dumping	Merchant St
Trash on lawn on Merchant St.			
1/14/21 9:38	21BA000282	Fire - Rescue / MV Accident	N Main St
traffic accident			
1/14/21 8:29	21BA000301	Welfare Check	Orange St
welfare check orange st			
1/14/21 6:47	21BA000281	Welfare Check	Jefferson St
Welfare check on Jefferson St.			
1/14/21 1:52	21BA000280	Parking - Winter Ban - Ticket	Fourth St
Winter parking ban enforcement.			
Total Incidents		154	