

**SPECIAL COUNCIL MEETING  
Tuesday, November 2, 2021, 7pm**

**This is a Hybrid Meeting (In-person and Virtual)  
Council Chambers City Hall**

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/89710221397?pwd=azJlL2dtSjdHeFV1dVVPNXVNVHh4dz09>**

**Meeting ID: 897 1022 1397**

**Passcode: 786979**

**One tap mobile**

**929-205-6099**

**Page No. Agenda**

1. Call to Order – 7:00 pm
2. Adjustments to the Agenda
3. Consent Agenda
4. A. Approval of Minutes of the Regular City Council October 26, 2021  
B. Approval of City Warrants from Week of Wednesday, November 3, 2021
7. C. Clerk’s Office Licenses and Permits
8. D. Authorize Manager to Execute Wheelock House Leases
  - i. Barre Partnership Lease
  - ii. Rotary Club Lease
4. Visitors and Communications
5. Executive Session
  - A. Negotiations
6. Adjourn

**REGULAR COUNCIL MEETING  
Tuesday, November 2, 2021, 7:00pm**

The Barre City Council Meeting

Scheduled for November 2, 2021 **has been cancelled.**

The next regular meeting will be Tuesday, November 9, 2021.

**OTHER MEETINGS AND EVENTS**

Check the City Website for Meeting Warnings, Agendas, Meeting Locations and Log-In Instructions

Wednesday, November 3

Homelessness Task Force, 7pm, Hybrid (ZOOM and Council Chambers)

Thursday, November 4

Special Cow Pasture Stewardship Committee, 5:30pm, Hybrid (ZOOM and Council Chambers)

Manager Search Task Force, 6pm, Hybrid, (ZOOM and Alumni Hall Conference Room)

### Ground Rules for Interaction with Each Other, Staff, and the General Public

- Rules may be reviewed periodically
- Practice Mutual Respect
  - Assume Good Intent and Explain Impact
  - Ask Clarifying Questions
  - If off course, interrupt and redirect
- Think, then A.C.T.
  - Alternatives – Identify All Choices
  - Consequences – Project Outcomes
  - Tell Your Story – Prepare Your Defense
- Ethics checks
  - Is it legal?
  - Is it in scope (Charter, Ordinance, Policy)?
  - Is it balanced?
- “ELMO” – Enough, Let’s Move On
  - Honor Time Limits
  - Be attentive, not repetitive
- Be open minded to different solutions or ideas
  - Remarks must be relevant and appropriate to the discussion; stay on subject.
  - Don’t leave with “silent disagreement”
  - Decisions agreed on by consensus when possible, majority when necessary
  - All decisions of Council are final
- No blame
  - Articulate Expectations of each other
  - We all deeply care about the City in our own way
  - Debate issues, not personalities
- Electronics
  - No texting/email/or videogames during the meeting



# City of Barre, Vermont

*“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  
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[manager@barrecity.org](mailto:manager@barrecity.org)

## MEMO

**TO: City Council**  
**FR: The Manager**  
**DATE: 10/29/21**  
**SUBJECT: Packet Memo re: 11/02/21 Special Council Mtg Agenda Items**

Councilors:

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

**Adjustments to the Agenda:** No Adjustments known at this time

**Consent Agenda:** No notes

**Communications** No notes

**Old Business:** No notes

**New Business:** As this is a “Special” Council Mtg called to focus on Negotiations, no New Business has been placed on the agenda.

**Executive Session:** 7:00 p.m.; Negotiations

The FOP Negotiations team met yesterday to address/refine issues remaining “on the table” in the current contract talks since our last Bargaining Session on September 27<sup>th</sup>. Our next Bargaining Session is this coming Wednesday, 11/3. I hope that by meeting with the Council Tuesday evening that will be in the best possible position to reach a Tentative Agreement with Union on the 3<sup>rd</sup>. I intend to forward a CONFIDENTIAL Briefing Document to Council NLT 5:00 p.m. Sunday afternoon

To be approved at 11/09/21 Barre City Council Meeting

**Regular Meeting of the Barre City Council  
Held October 26, 2021**

The Regular Meeting of the Barre City Council was called to order in person and via video platform by Mayor Lucas Herring at 7:00 PM at Barre City Hall. In attendance were: From Ward I, Councilors Emel Cambel and Jake Hemmerick; from Ward II, Councilors Michael Boutin (arrived 7:05 PM) and Teddy Waszazak; and from Ward III, Councilors Ericka Reil and Samn Stockwell (arrived 7:05 PM). City staff members present were City Manager Steve Mackenzie, Public Works Director Bill Ahearn, Finance Director Dawn Monahan, and Clerk/Treasurer Carol Dawes.

**Absent:** NONE

**Adjustments to the Agenda:** NONE

**Approval of Consent Agenda:**

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

- A. Minutes of the following meetings:
  1. Regular meeting of October 19, 2021
- B. City Warrants as presented:
  1. Approval of Week 2021-43, dated October 27, 2021:
    - i. Accounts Payable: \$547,435.84
    - ii. Payroll (gross): \$128,780.03
- C. 2021 Licenses & Permits: NONE
- D. Approval of Road Salt Purchase Contracts

**The City Clerk/Treasurer Report –**

Clerk/Treasurer Dawes reported on the following:

- The deadline for VT COVID Arrearage Assistance Program 2 applications was October 24<sup>th</sup>. We've had a total of 90 accounts apply for a total of \$56,000. We're still processing last-minute applications as they're approved by the state.
- The draft apportionment maps are available on the Legislative Apportionment Board website. The LAB is recommending single-person districts rather than two-person districts, and have divided Barre City along Route 302 into two districts. The Board of Civil Authority will review the maps at its meeting on Wednesday, and offer feedback to the LAB.
- Business license renewals for 2022 went in the mail today. All licenses expire December 31<sup>st</sup>.

**Liquor Control – NONE**

**City Manager's Report -** Manager Mackenzie announced the following in addition to his written report:

- Yard waste drop off at the Barre Town stump dump runs through November 6<sup>th</sup>.
- Washington County Railroad is making repairs this week to the crossings on Hill Street and Blackwell Street.
- Two more speed bumps have been purchased and will be installed along Merchant's Row. They will be removed in a few weeks due to winter, and will be reinstalled in the spring.
- Central VT Home Health & Hospice is holding a flu clinic on November 2<sup>nd</sup> at the Civic Center.
- The Manager will release the RFP for strategic planning this week.
- The See.Click.Fix app is available for Councilors to load on their phones and beta test.
- Storm drains are being cleaned throughout the City.

To be approved at 11/09/21 Barre City Council Meeting

**Visitors and Communications – NONE**

**Old Business – NONE**

**New Business –**

**A) Presentation of Extra Mile Day Mayoral Proclamation.**

Clerk Dawes read the proclamation, naming the Barre Rotary Club as this year's nominee to the national Extra Mile America Association. Rotarians Caroline Earle and Ed Rousse spoke of club activities during the pandemic, in which they focused on creating ways for the community to be engaged in healthy ways. A copy of the proclamation was presented to the club, and will be submitted to the Extra Mile Association.

**B) FY21 Surplus Funding Recommendations.**

Manager Mackenzie reviewed the list of proposed projects and purchases for use of the projected FY21 fund balance surplus of approximately \$568,000. There was discussion on allocating some of the funds to create a revolving loan fund for the housing task force, pros and cons of using some of the money to subsidize the FY23 budget, making sure playground equipment is accessible, and establishing goals and priorities and using funds and budgeting to further those priorities.

Councilor Boutin made the motion to approve allocating money from the FY21 surplus funds for the following items on the list. The motion was seconded by Councilor Waszazak.

- BOR roof repair
- Purchase of additional speed bumps
- Purchase of four speed signs
- Creation of an I/T System Administrator staff position

There was continued discussion on getting the quarterly budget report and status of capital and street fund projects, creating charter language around use of reserve funds, expenses associated with upcoming strategic planning, and establishing a collective direction before finalizing the FY23 draft budget.

**Council approved the motion as presented with Councilor Hemmerick voting against.**

**C) Authorization to Proceed with Consultant-Led Capital Improvement Plan Process.**

Manager Mackenzie said there isn't enough time available to current staff to complete the capital improvement planning process, and recommended the Council allow him to move ahead with drafting an RFP to secure consultant assistance. Councilor Waszazak made the motion to authorize the Manager to prepare an RFP to solicit consultant proposals for preparation of a CIP for Barre City, seconded by Councilor Reil.

There was discussion on using FY21 surplus funds to cover costs, bringing the RFP back to the Council for final approval before release, and developing a ranked prioritization of capital needs on City investments.

Councilor Waszazak and Council Reil modified their motion to read, "Authorize the Manager to prepare a draft RFP to solicit consultant proposals for the preparation of a CIP; such RFP to be reviewed and approved by the Council before release."

**Council approved the motion as amended with Councilor Boutin voting against.**

To be approved at 11/09/21 Barre City Council Meeting

**D) FY22 Council Priorities Review.**

Mayor Herring offered Councilors the opportunity to make changes, additions or deletions to the priorities list. The Mayor said the list helps with the creation of upcoming Council meeting agendas. It was recommended time be spent on naming problems and goals, and setting prioritizations.

**Round Table –**

Councilor Reil encouraged people to get COVID vaccine booster shots.

Councilor Cambel said she enjoyed this evening's spirited conversations.

Councilor Stockwell and Councilor Hemmerick said they volunteered at the Habitat for Humanity project on Highland Avenue over the weekend, along with students from Norwich University and people from the surrounding faith communities. Councilor Hemmerick spoke highly of the Obama/Springsteen podcast series.

Mayor Herring said the Barre Partnership is hosting a Halloween parade and trick or treating this Saturday along North Main Street. The Mayor thanked those around the City who have decorated for the holiday. He said Step 3 of the Community Visit went well, and the next step is to receive the final report document from Rural Development. He noted the CVFiber annual report was included in the Council packet, and the Council may want to review the City's appointed representatives to the board to ensure there's City participation.

**Executive Session –**

Councilor Waszazak made the motion to find that premature general knowledge of negotiations and personnel to be discussed would clearly place the City of Barre at a substantial disadvantage should the discussion be public. The motion was seconded by Councilor Stockwell. **Motion carried.**

Council went into executive session at 8:40 PM to discuss negotiations and personnel under the provisions of 1 VSA §313 on motion of Councilor Waszazak, seconded by Councilor Stockwell. **Motion carried.**

Manager Mackenzie and DPW Director Bill Ahearn were invited into the executive session.

Council came out of executive session at 10:02 PM on motion of Councilor Waszazak, seconded by Councilor Stockwell. **Motion carried.**

There was no action.

The meeting adjourned at 10:02 PM on motion of Councilor Stockwell, seconded by Councilor Waszazak. **Motion carried.**

The meeting was recorded on the video meeting platform.

Respectfully submitted,

Carolyn S. Dawes, City Clerk



Permit Administrator  
 City of Barre  
 6 N. Main Street  
 Barre, VT 05641  
 Phone: (802) 476-0245  
 Fax: (802) 476-0263

Permits to Council  
 Oct. 22, 2021 to Oct. 28, 2021

Street #	Street Name	Permit#	Permit Type	Work Description	Issue Date	Owner Name
31	Keith	Z21-000079	Zoning Permit	Project for 3 apartment units, to be used as emergency housing. Two of the units will be independent, transitional units, to house single families. The 3rd unit will have private sleeping rooms with shared kitchen and bathroom facilities, to house multiple families.	Issued 10/07/21; Effective 10/22/2021	Reginald Abare
16	Farwell	B21-000082	Building Permit	Remove attached garage and replace with 24'x24' addition with frost walls and concrete floor, consisting of a kitchen, living room, 2 bedrooms, and one bathroom, and porch. Has accompanying electrical permit E21-000128.	10/25/2021	Vickie Magoon & Flinda Horton
111	Seminary	B21-000083	Building Permit	Demolition and removal of structure located at 111 Seminary Street, for future construction of parking lot for the Brook Street School.	10/25/2021	Capstone Community Action Council
16	Farwell	E21-000128	Electrical Permit	EJ-03514. Wiring associated with new addition off back of house, and updates within house. Accompanies Building Permit #B21-000082.	10/25/2021	Vickie Magoon & Flinda Horton
169	Church	E21-000129	Electrical Permit	EM-05385. Remove and replace old wiring throughout the entire structure, all 5 apartment units.	10/25/2021	M&S Properties, LLC
32	Foster	E21-000130	Electrical Permit	EM-05244. Install panel and energize new mobile home.	10/25/2021	Robert J Hemenway
7	Jones Brothers Way	B21-000084	Building Permit	Creation of three (3) interior classrooms from open space areas within the Museum.	10/27/2021	Vermont Granite Museum of Barre, Inc.
0	Quinlan	B21-000085	Building Permit	Construction of a 10'x10' shed on property - maintain 16' setbacks minimum from property lines.	10/27/2021	Aaron Couture and Karen Diosesruiz
17	Vine	E21-000131	Electrical Permit	EM-04067. Replace outside wiring pole to house, house to box.	10/28/2021	Lindi J. Liimatenien & John C Flye
16	Farwell	Z21-000082	Zoning Permit	Remove attached garage and replace with 24'x24' addition with frost walls and concrete floor, consisting of a kitchen, living room, 2 bedrooms, and one bathroom, and porch. Has accompanying building and electrical permits.	11/09/2021	Vickie Magoon & Flinda Horton
111	Seminary	Z21-000083	Zoning Permit	Approval for construction of the new parking lot as submitted (demolition of structure approved under B21-000083).	Issued 10/25/21; Effective 11/09/2021	Capstone Community Action Council



# *City of Barre, Vermont*

*“Granite Center of the World”*

**ACTION ITEM BRIEFING MEMO  
CITY COUNCIL AGENDA ITEM  
CITY COUNCIL AGENDA: 11-02-2021**

**Consent Item No.:   3D**

**AGENDA ITEM DESCRIPTION:**

Lease agreements for Wheelock Building: Barre Partnership and Barre Rotary Club

**SUBJECT:** Review/acceptance of lease agreements

**SUBMITTING DEPARTMENT or PERSON:**

Jeff Bergeron, Director of buildings and Community Services

**STAFF RECCOMENDATION:** Approval

**STRATEGIC OUTCOME/PRIOR ACTION:**

This is an administrative operations function. Nothing “strategic”

**EXPENDITURE REQUIRED:** None

**FUNDING SOURCE(S):** n/a

**LEGAL AUTHORITY/REQUIREMENTS:**

**CHARTER:** ARTICLE II. FISCAL RESPONSIBILITIES  
Sec. 313. {Sale or lease of City property.}

The City Council may authorize the sale or lease of any real or personal estate belonging to the City, and all conveyances, grants or leases of such real estate shall be signed by the Mayor.

**BACKGROUND/SUPPLEMENTAL INFORMATION:**

These leases formalize the contractual provisions, terms and conditions of Wheelock Building leases for our two (2) existing non-profit tenants. The template for the proposed leases has been prepared by the City Attorney. The Leases have been submitted for review and execution by the Tenants, subject to execution by the City.



**LINK(S):** n/a

**ATTACHMENTS:** Proposed Partnership and Rotary Leases

**INTERESTED/AFFECTED PARTIES:**

City Council,  
Buildings & Community Services Department  
Barre Partnership,  
Barre rotary Club

**RECOMMENDED ACTION/MOTION:**

*“Authorize the Mayor to delegate to the City Manager negotiation of final lease refinements, if any, and to authorize the City Manager to execute the leases”*

**LEASE:**  
**between the**  
**CITY OF BARRE**  
**and THE BARRE PARTNERSHIP**

(1) **DEFINITIONS:**

As used in this Lease, the following terms shall have the meanings set forth hereafter:

"Base Rent" shall mean Tenant's reimbursement of Landlord for utility bills rendered by Landlord to Tenant according to the schedule under Section 7(a).

"Additional Rent" - not applicable.

"Demised Premises" shall mean the demised portion of The Wheelock House as described on Schedule A-1, having an address of 135 North Main Street, Barre, Vermont.

"Effective Date" shall mean the stated effective date of this Lease.

"Improvements" shall mean collectively where the context so admits all Landlord Improvements and all Tenant Improvements.

"Landlord" shall mean City Manager, City of Barre, 6 North Main St., Ste. 2, Barre, VT 05641.

"Landlord Improvements" shall mean the improvements that Landlord is required to make to the Demised Premises.

"Lease" shall mean this Lease and all written amendments and modifications thereto.

"Lease Commencement Date" shall mean the first day of the Initial Term of this Lease.

"Rent" shall mean where the context so admits Base Rent.

"Security Deposit: \$0.00.

"Tenant" shall mean The Barre Partnership, P.O. Box 1032, Barre, VT 05641.

"Tenant Improvements" shall mean improvements to be made by the Tenant to the Demised Premises.

"Term" shall mean the Initial Term and each Lease Extension Term that has been exercised.

## Wheelock House Lease

“Welcome Center” shall mean a physical tourist information center, providing visitors to Barre City and the Barre area with information on the area's attractions, businesses, lodgings, maps, and other items relevant to tourism.

(2) **LEASE OF DEMISED PREMISES:**

The Landlord does hereby lease to, and the Tenant agrees to lease from the Landlord, the Demised Premises to be used for the office of The Barre Partnership upon the terms and conditions set forth in this Lease. No other use of the premises by Tenant or any assignee of the Tenant's right herein shall be permitted without written consent of the Landlord, which consent shall not be unreasonably withheld.

The premises shall at all times be used in a good and careful manner, and the Tenant shall not use the premises for any unlawful purpose or create or maintain or allow to be created or maintained, any nuisance, waste or unlawful activity thereon. The Tenant shall not knowingly allow or permit any person to become intoxicated upon premises. The Tenant shall not knowingly allow or permit any person to possess, consume or sell any unlawful drug upon the premises, nor shall the premises be used for the viewing or dissemination of any pornographic or sexually explicit materials.

(3) **TERM OF THE LEASE:**

- (a) Occupancy Date: August 15, 2019
- (b) Lease Commencement Date: November 10, 2021
- (c) First Utilities Payment Due: December 10, 2021
- (d) Expiration Date: November 9, 2024

Upon the mutual interest and consent of both parties and subject to revision of terms as may be appropriate, this lease maybe renewed in one-year increments.

(4) **RENT:**

(a) Tenant shall pay Base Rent to the Landlord in monthly installments of one-third of the power and heating monthly invoices.

(b) Notwithstanding the foregoing, as consideration for Landlord leasing to Tenant, Tenant agrees to be responsible for setting up, providing brochures and flyers and other merchandise, within the leased space, for development of a Welcome Center. Tenant shall work with Landlord to find a volunteer group to staff and respond to inquiries made by visitors and tourists utilizing the service of the Welcome Center. Tenant agrees to oversee any future Welcome Center staff but is not responsible for any salary or payment to staff. Landlord will be responsible for providing signage for the Welcome Center.

**(5) SUBLETTING AND ASSIGNMENT:**

Tenant shall not assign or sublet this Lease or the premises described herein, or any part thereof, or any right contained in this Lease without the written consent of the Landlord.

**(6) IMPROVEMENTS TO THE DEMISED PREMISES:**

(a) Tenant shall have the right to perform, at its sole cost and expense, the Tenant's Improvements to the Demised Premises. Tenant's Improvements shall be made in a good and workmanlike manner, employ good materials, and conform to all governmental requirements. Tenant may make such Improvements only after obtaining the written consent of Landlord.

(b) Each party shall be responsible to obtain all necessary building permits for their respective Improvements.

**(6-A) CONDITION OF THE DEMISED PREMISES:**

(a) The Landlord represents that the Demised Premises are structurally safe and in a fit condition.

(b) Tenant shall surrender the Demised Premises at the end of the Term in a good condition, reasonable use, wear, and casualty excepted.

**(6-B) MAINTENANCE:**

(a) Tenant shall be responsible for maintenance of the interior of the Demised Premises as defined on Schedule A-1 and Landlord agrees to be responsible for maintenance of the exterior of The Wheelock House.

**(7) UTILITIES:**

(a) Tenant shall pay one-third of the power and heating invoices for The Wheelock House. The utility bills will remain in the Landlord's name and the Landlord will bill the Tenant directly on the first of the month for the preceding month. The Tenant shall reimburse Landlord within thirty (30) days of the date of the Landlord's invoice rendered to Tenant. Overdue payments shall be subject to the City's standard Penalties and Interest provisions.

**(8) LANDLORD'S REPRESENTATIONS AND WARRANTIES:**

Landlord hereby represents and warrants to the Tenant as follows:

(a) The Landlord is the owner of the Demised Premises in fee simple absolute and holds title to the real estate on which the Demised Premises is located, subject to no matters of record other than the Permitted Liens.

(b) None of the Permitted Liens prohibit the Tenant's use of the Demised Premises.

(c) The Landlord has the full right and authority to execute and deliver this Lease and no joinder or approval of another person or party is required therefore,

(9) **TENANT'S REPRESENTATIONS AND WARRANTIES:**

Tenant hereby represents and warrants to the Landlord as follows:

(a) The Tenant has the full right and authority to execute and deliver this Lease and no joinder or approval of another person or party is required therefore.

(10) **HAZARDOUS MATERIALS:**

Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were on, from or affecting the Demised Premises prior to the Commencement Date or were generated, stored, handled, transported, disposed of, discharged or released by Landlord or its agents, employees, licensees, contractors or other tenants.

Tenant acknowledges Landlord's concern that the Demised Premises be and remain in compliance with applicable environmental laws, regulations, rules, ordinances and policies and that Landlord has a direct interest in such matters.

Tenant to the extent required by law as a party responsible for the presence, generation, transportation, storage, release, or discharge of Hazardous Materials on or affecting the Demised Premises shall complete all actions necessary to identify and handle all Hazardous Materials on, from or affecting the Demised Premises in accordance with all applicable federal, state, and local laws, regulations, rules ordinances and policies.

(11) **LIABILITY FOR INJURY:**

Tenant hereby indemnifies and agrees to save Landlord harmless from and against any and all claims of whatsoever nature arising from accidents, damages or injuries resulting or claimed to have resulted solely from an act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, customers, employees or business invitees.

Landlord hereby indemnifies and agrees to save Tenant harmless from and against any and all claims except for those set forth in the preceding paragraph which either (i) arise from or are in connection with the possession, use, occupation, management, repair, maintenance or control of the Demised Premises or any portion thereof; (ii) arise from, or are in connection with any act or omission of Landlord or its contractors, licensees, agents, servants, customers, employees or business invitees in connection with the Demised Premises; (iii) result from any default, breach, violation, or nonperformance of this Lease or any provisions of this Lease by Landlord with respect to the Demised Premises; or (iv) result in injury to any person or property or loss of life.

**(12) INSURANCE:**

(a) Tenant agrees to procure at its expense and maintain in force during the Lease (i) public liability insurance, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Demised Premises in an amount of no less than \$500,000 per occurrence, \$ 2,000,000.00 in the aggregate; (ii) insurance covering Tenant's personal property and Tenant's Improvements. Such policy of insurance may be under a blanket policy covering all of Tenant's locations. Landlord will not be responsible for insuring the contents of the Demised Premises. Tenant shall supply Certificate of Insurance at the execution of lease.

(b) The Landlord agrees to maintain at its sole cost and expense, fire and extended coverage insurance on all of the buildings, structures and improvements and on all Tenant Improvements to the extent of at least 80% of the net sound, insurable value of such buildings, structures and improvements which protect such buildings, structures and improvements against loss by fire, windstorm, and other perils as are covered by standard fire and extended coverage insurance policies within the State of Vermont.

(c) All insurance which is carried by either party with respect to the Demised Premises, whether or not required, shall include provisions which either designate the other party as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the other party to the extent such rights have been waived by the insured party prior to occurrence of loss or injury, insofar as, and to the extent that such provisions may be effective without making it impossible to obtain insurance coverage even though extra premium may result therefrom. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the request of one party this non-subrogation provision is waived, then the obligations of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this sub-section shall derogate from or otherwise affect release elsewhere herein contained of either party for claims.

(d) Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance. Neither party shall acquire as insured under any insurance carried by the other any right to participate in the adjustment of loss or to receive insurance proceeds and agrees upon request promptly to endorse and deliver to the other party any checks or other instruments in payment of loss in which it is named as payee.

**(13) DAMAGE BY FIRE AND OTHER CASUALTY:**

(a) In case the Demised Premises shall be partially damaged by fire, windstorm, or other casualty, Landlord shall promptly repair such damage and restore the Demised Premises to substantially its condition prior to the time of such damage (conforming, however, to zoning laws and building codes then in existence).

## Wheelock House Lease

(b) In case the Demised Premises shall be substantially damaged or destroyed by fire, windstorm or other casualty, the Landlord shall have the option of terminating this Lease by giving written notice to Tenant within thirty days of the casualty; if Landlord fails to exercise its termination option this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall, proceeding with all reasonable dispatch, repair or rebuild the Demised Premises to substantially its condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence).

(c) In the event of such partial or substantial damage, destruction or casualty, the Rent shall be abated or reduced proportionately during any period in which, by reason of any such damage or destruction, there is substantial interference with the operation of the Demised Premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the completion by the Landlord of such work or repair and/or reconstruction as Landlord is obligated to do.

(d) The terms "substantially damaged" and "substantial damage" as used in this Article shall have reference to damage of such character as cannot reasonably (in the reasonable opinion of Landlord's architect or engineer), be expected to be repaired or the Demised Premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

(14) **EMINENT DOMAIN:**

(a) If 25% or more of the Demised Premises shall be taken by condemnation or right of eminent domain, then the Tenant shall have the option of terminating this Lease by giving written notice to the Landlord within thirty days of the date of such condemnation or taking. Should any part of the Demised Premises be so taken or condemned and should this Lease not be terminated in accordance with the foregoing provision, Landlord covenants and agrees promptly upon such taking or condemnation to restore the Demised Premises to proper tenable condition prior to such taking.

(b) Out of any award for any taking of Landlord's interest in the Demised Premises in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such Demised Premises and for Landlord's business loss. Tenant shall also have the right to negotiate or sue in its own right for damages for such condemnation.

(c) In the event of any such taking of the Demised Premises, the Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated permanently or temporarily, as the case may be.

(15) **SUBORDINATION:** not applicable

**(16) LANDLORD'S RIGHT ON DEFAULT:**

(a) If Tenant breaches this Lease, and such breach continues after the applicable cure period Landlord shall have the following remedies in addition to its other rights and remedies: i. Landlord may terminate the Lease on giving sixty (60) days written notice of such termination to Tenant; and ii. after termination, Landlord may relet the Demised Premises or any part thereof, for any term, at such rent and on commercially reasonable terms.

(b) Tenant shall be liable to Landlord for all its expenses of the reletting, and for any necessary repairs made to the Demised Premises for damage caused by the Tenant. In addition, Tenant shall be liable to Landlord for the difference between the Rent received by Landlord under the reletting and the Rent installments that are due for the same period under this Lease.

(c) Landlord shall apply the Rent received from reletting the Demised Premises as follows: i. To expenses of the reletting and repairs made; and then ii. To Rent due under this Lease; and then iii. To payment of future Rent under this Lease as it becomes due.

(d) Tenant shall not be deemed in default of this Lease unless: i. a breach in the performance or observance of Tenant's monetary obligations under this Lease remains uncured for a period of fifteen (15) days after written notice from Landlord; or ii. a breach in the performance or observance of Tenant's non-monetary obligations under this Lease remains uncured for a period of thirty (30) days after written notice from Landlord.

(e) In the event that Tenant remains in possession of the premises following the termination date, Landlord shall have the right to engage in self-help and is hereby authorized to change the locks, remove Tenant and Tenant's effects from the premises.

**(17) TENANT'S RIGHTS ON DEFAULT OF LANDLORD:**

(a) If the Landlord breaches this Lease and such breach continues after the applicable cure period, Tenant shall have the following remedies in addition to its other rights and remedies in such event: Tenant may terminate the Lease upon given sixty (60) days written notice of such termination to Landlord; or i. Tenant shall have the right to cure Landlord's default for the amount and at the expense of the Landlord and render a bill to Landlord for the reasonable expense of the cure; and ii. if Landlord fails to pay the bill within thirty days after its render, Tenant may bring suitable action to require Landlord to pay the bill; and iii. Tenant shall be able to deduct the amount necessary to cure the Landlord's default from any amount which may be due as Rent at current or in the future.

(b) Landlord shall not be deemed in default of this Lease unless: a breach in the performance or observance of Landlord's monetary obligations under this Lease remains uncured for a period of fifteen (15) days after written notice from Tenant; or a breach in the performance or observance of Landlord's non-monetary obligations under this Lease remains uncured for a period of thirty (30) days after written notice from Tenant.



**(18) ATTORNEY'S FEES:**

If either party files an action to enforce its rights under this Lease or for any breach hereunder, the other party agrees to pay the prevailing party's reasonable attorney's fees, court costs and litigation expenses all as determined after final judgment by the court in which such action is filed.

**(19) TRANSFER OF LANDLORD'S LIABILITY:**

If Landlord shall convey the Demised Premises or if Landlord shall transfer Landlord's interest in the Demised Premises (including but not limited to a lease thereof), the grantee or transferee shall assume in writing all of the obligations and liabilities of Landlord under this Lease.

**(20) NOTICES:**

Notices required or permitted under this Lease, shall be in writing and shall be deemed given when deposited with the U.S. Postal Service, first class mail, express mail, certified, or return receipt requested, postage prepaid, or by tax and addressed as follows:

To Landlord:  
City Manager, City of Barre, 6 North Main St. Ste. 2, Barre, VT 05641

To Tenant:  
The Barre Partnership, P.O. Box 1032, Barre, VT 05641

or to such other addresses for which notice has been given to the other party.

**(21) WAIVERS:**

Failure of one party to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by either party at any time, expressed or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision,

**(22) QUIET ENJOYMENT:**

Upon payment by Tenant of the Utilities herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term hereby demised without hindrance, interference or interruption by Landlord, or any party lawfully on equitably claiming by, through or under the Landlord or by third parties.

**(23) NOTICE OF LEASE:** It is intended that this Lease not be recorded.

**(24) SIGNAGE:**

Tenant shall have the right to install identification, decals and signs, including a promotional sign unit on the exterior of the Demised Premises and free-standing sign units. All signs shall conform with the ordinances of the municipality in which the Demised Premises is located, and be approved by Landlord, which approval will not be unreasonably withheld. Landlord will be responsible for setting up signage and providing brochures and flyers for the Welcome Center.

**(25) RULES OF CONSTRUCTION:**

(a) The term "Tenant" shall where the context permits include the agents, servants, employees, concessionaires, assignees, sub-tenants, successors, customers, invitees and licensees. The word "Landlord" shall also include agents, servants, employees, concessionaires, assignees, successors, invitees, or assigns. "Landlord" in the text of this Lease shall also include any business entity with which Landlord is affiliated. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instance be assumed as though in each case fully expressed.

(b) It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provisions of this Lease are capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(c) The submission of this Lease or a summary of same or all of its provisions for examination does not constitute an offer to lease the Demised Premises, it being understood and agreed that this Lease or copies hereof shall not bind any party in any manner whatsoever until it has been approved and executed under the handwritten signatures of authorized representatives of Landlord and Tenant.

(d) The captioned, section letters and numbers and paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect the interpretation of this Lease.

(e) Wherever in this Lease it is provided that the consent or approval of either party must be obtained in order to authorize any act or course of conduct by the other party, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

(f) This Lease and the terms, covenants and conditions hereof apply to and are binding upon and shall inure to the benefit of the heirs, successors, executors, administrators, trustees and assigns of the parties hereto.

## Wheelock House Lease

(g) No presumptions in the interpretation of this Lease shall arise on account of the fact that one party or the other has drafted some or all of its provisions, and neither party shall be deemed the draftsman hereof.

(h) This Lease contains the entire agreement of the parties with reference to its subject matter and merges all prior negotiations, discussions and understandings of the parties with reference thereto.

(i) This Lease is also governed and controlled by those additional provisions set forth in all Exhibits and Schedules attached hereto, which by specific reference are incorporated herein.

(j) This Agreement shall be governed in all respects by the laws of the State of Vermont.

(k) Time is of the essence in this Lease.

(26) **ENTRANCE ONTO PREMISES BY LANDLORD:**

Tenant agrees to permit the Landlord or Landlord's agents to enter onto the premises at all reasonable hours for the purpose of examining the same or determining the necessity for repairs or alterations which may be required for safety or preservation of the premises. Landlord shall also be permitted to enter the space to show the space to prospective tenants in the event of lease termination and shall have the right to place signage to inform the public of the availability of the space "for lease." Keys will be provided by Tenant to Landlord.

(27) **SECURITY DEPOSIT:** Not applicable

(28) **MISCELLANEOUS:**

(a) Tenant and those using the building by permission of the Tenant shall comply with all building rules as may be promulgated from time-to-time by Landlord,

(b) Tenant shall obtain approval from Landlord for distribution of keys to the building. Tenant shall provide to Landlord a list of names of key holders to the building and shall update the list as additional keys may be handed out, and which said keys shall be handed out only with prior approval of the Landlord.

Wheelock House Lease

Executed to be effective as of the 10th day of November 2021.

Landlord: City of Barre

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
By: Steven E. Mackenzie, Duly Authorized Agent

Tenant: The Barre Partnership

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
By: Rich Morey, President, Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

On this \_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned notary public, personally appeared Steven E. Mackenzie acknowledged to me that he signed it voluntarily for its stated purpose, as for himself and for the City of Barre.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

On this \_\_\_\_ day of \_\_\_\_ 2021, before me, the undersigned notary public, personally appeared Rich Morey acknowledged to me that he signed it voluntarily for its stated purpose, as for himself and for The Barre Partnership.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A-1  
DESCRIPTION OF DEMISED PREMISES, AND  
APPURTENANT RIGHTS OF TENANT

The Demised Premises shall mean that portion of the building and land owned by the Landlord at 135 North Main Street, Barre, VT, specifically, the portion of the building leased to Tenant is the front half of the first floor (827 sf - active retail) and basement space (2,721 sf, - inventory storage) of the building. Shared use of the kitchen (181sf) is also permitted. The remainder of the first floor of the building (664 sf), and the second-floor space (588 sf) are excluded from this Lease.

**LEASE:**  
**between the**  
**CITY OF BARRE and**  
**THE BARRE ROTARY CLUB**

(1) **DEFINITIONS:**

As used in this Lease, the following terms shall have the meanings set forth hereafter:

"Base Rent" shall mean Tenant's reimbursement of Landlord for utility bills rendered by Landlord to Tenant according to the schedule under Section 7(a).

"Additional Rent" - not applicable.

"Demised Premises" shall mean the demised portion of The Wheelock House as described on Schedule A-1, having an address of 135 North Main Street, Barre, Vermont.

"Effective Date" shall mean the stated effective date of this Lease.

"Improvements" shall mean collectively where the context so admits all Landlord Improvements and all Tenant Improvements.

"Landlord" shall mean **City Manager, City of Barre, 6 North Main St., Ste. 2**, Barre, VT 05641.

"Landlord Improvements" shall mean the improvements that Landlord is required to make to the Demised Premises.

"Lease" shall mean this Lease and all written amendments and modifications thereto.

"Lease Commencement Date" shall mean the first day of the Initial Term of this Lease.

"Rent" shall mean where the context so admits Base Rent.

"Security Deposit: \$0.00.

"Tenant" shall mean The Barre Rotary Club, P.O. Box 167, Barre, VT 05641.

"Tenant Improvements" shall mean improvements to be made by the Tenant to the Demised Premises.

"Term" shall mean the Initial Term and each Lease Extension Term that has been exercised.

**(2) LEASE OF DEMISED PREMISES:**

The Landlord does hereby lease to, and the Tenant agrees to lease from the Landlord, the Demised Premises to be used for storage of The Barre Rotary Club upon the terms and conditions set forth in this Lease. No other use of the premises by Tenant or any assignee of the Tenant's right herein shall be permitted without written consent of the Landlord, which consent shall not be unreasonably withheld.

The premises shall at all times be used in a good and careful manner, and the Tenant shall not use the premises for any unlawful purpose or create or maintain or allow to be created or maintained, any nuisance, waste or unlawful activity thereon. The Tenant shall not knowingly allow or permit any person to become intoxicated upon premises. The Tenant shall not knowingly allow or permit any person to possess, consume or sell any unlawful drug upon the premises, nor shall the premises be used for the viewing or dissemination of any pornographic or sexually explicit materials.

**(3) TERM OF THE LEASE:**

(a) Occupancy Date: **TBD**

(b) Lease Commencement Date: **TBD**

(c) First Utilities Payment Due: **TBD**

(d) Expiration Date: **TBD**

Upon the mutual interest and consent of both parties and subject to revision of terms as may be appropriate, this lease maybe renewed in one-year increments.

**(4) RENT:**

Tenant shall pay Base Rent to the Landlord in monthly installments of one-third of the **power and heating** monthly invoices.

**(5) SUBLETTING AND ASSIGNMENT:**

Tenant shall not assign or sublet this Lease or the premises described herein, or any part thereof, or any right contained in this Lease without the written consent of the Landlord.

**(6) IMPROVEMENTS TO THE DEMISED PREMISES:**

(a) Tenant shall have the right to perform, at its sole cost and expense, the Tenant's Improvements to the Demised Premises. Tenant's Improvements shall be made in a good and workmanlike manner, employ good materials, and conform to all governmental requirements. Tenant may make such Improvements only after obtaining the written consent of Landlord.

## Wheelock House Lease

(b) Each party shall be responsible to obtain all necessary building permits for their respective Improvements.

(6-A) **CONDITION OF THE DEMISED PREMISES:**

(a) The Landlord represents that the Demised Premises are structurally safe and in a fit condition.

(b) Tenant shall surrender the Demised Premises at the end of the Term in a good condition, reasonable use, wear, and casualty excepted.

(6-B) **MAINTENANCE:**

(a) Tenant shall be responsible for maintenance of the interior of the Demised Premises as defined on Schedule A-1 and Landlord agrees to be responsible for maintenance of the exterior of The Wheelock House.

(7) **UTILITIES:**

(a) Tenant shall pay one-third of the **power and heating invoices** for The Wheelock House. The utility bills will remain in the Landlord's name and the Landlord will bill the Tenant directly on the first of the month for the preceding month. The Tenant shall reimburse Landlord within thirty (30) days of the date of the Landlord's invoice rendered to Tenant. Overdue payments shall be subject to the City's standard Penalties and Interest provisions.

(8) **LANDLORD'S REPRESENTATIONS AND WARRANTIES:**

Landlord hereby represents and warrants to the Tenant as follows:

(a) The Landlord is the owner of the Demised Premises in fee simple absolute and holds title to the real estate on which the Demised Premises is located, subject to no matters of record other than the Permitted Liens.

(b) None of the Permitted Liens prohibit the Tenant's use of the Demised Premises.

(c) The Landlord has the full right and authority to execute and deliver this Lease and no joinder or approval of another person or party is required therefore,

(9) **TENANT'S REPRESENTATIONS AND WARRANTIES:**

Tenant hereby represents and warrants to the Landlord as follows:

(a) The Tenant has the full right and authority to execute and deliver this Lease and no joinder or approval of another person or party is required therefore.



**(10) HAZARDOUS MATERIALS:**

Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were on, from or affecting the Demised Premises prior to the Commencement Date or were generated, stored, handled, transported, disposed of, discharged or released by Landlord or its agents, employees, licensees, contractors or other tenants.

Tenant acknowledges Landlord's concern that the Demised Premises be and remain in compliance with applicable environmental laws, regulations, rules, ordinances and policies and that Landlord has a direct interest in such matters.

Tenant to the extent required by law as a party responsible for the presence, generation, transportation, storage, release, or discharge of Hazardous Materials on or affecting the Demised Premises shall complete all actions necessary to identify and handle all Hazardous Materials on, from or affecting the Demised Premises in accordance with all applicable federal, state, and local laws, regulations, rules ordinances and policies.

**(11) LIABILITY FOR INJURY:**

Tenant hereby indemnifies and agrees to save Landlord harmless from and against any and all claims of whatsoever nature arising from accidents, damages or injuries resulting or claimed to have resulted solely from an act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, customers, employees or business invitees.

Landlord hereby indemnifies and agrees to save Tenant harmless from and against any and all claims except for those set forth in the preceding paragraph which either (i) arise from or are in connection with the possession, use, occupation, management, repair, maintenance or control of the Demised Premises or any portion thereof; (ii) arise from, or are in connection with any act or omission of Landlord or its contractors, licensees, agents, servants, customers, employees or business invitees in connection with the Demised Premises; (iii) result from any default, breach, violation, or nonperformance of this Lease or any provisions of this Lease by Landlord with respect to the Demised Premises; or (iv) result in injury to any person or property or loss of life.

**(12) INSURANCE:**

(a) Tenant agrees to procure at its expense and maintain in force during the Lease (i) public liability insurance, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Demised Premises in an amount of no less than \$500,000 per occurrence, \$ 2,000,000.00 in the aggregate; (ii) insurance covering Tenant's personal property and Tenant's Improvements. Such policy of insurance may be under a blanket policy covering all of Tenant's locations. Landlord will not be responsible for insuring the contents of the Demised Premises.

(b) The Landlord agrees to maintain at its sole cost and expense, fire and extended coverage insurance on all of the buildings, structures and improvements and on all Tenant Improvements to the extent of at least 80% of the net sound, insurable value of such buildings, structures and improvements which protect such buildings, structures and improvements against loss by fire, windstorm, and other perils as are covered by standard fire and extended coverage insurance policies within the State of Vermont. **Tenant shall supply Certificate of Insurance at the execution of lease.**

(c) All insurance which is carried by either party with respect to the Demised Premises, whether or not required, shall include provisions which either designate the other party as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the other party to the extent such rights have been waived by the insured party prior to occurrence of loss or injury, insofar as, and to the extent that such provisions may be effective without making it impossible to obtain insurance coverage even though extra premium may result therefrom. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the request of one party this non-subrogation provision is waived, then the obligations of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this sub-section shall derogate from or otherwise affect release elsewhere herein contained of either party for claims.

(d) Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance. Neither party shall acquire as insured under any insurance carried by the other any right to participate in the adjustment of loss or to receive insurance proceeds and agrees upon request promptly to endorse and deliver to the other party any checks or other instruments in payment of loss in which it is named as payee.

**(13) DAMAGE BY FIRE AND OTHER CASUALTY:**

(a) In case the Demised Premises shall be partially damaged by fire, windstorm, or other casualty, Landlord shall promptly repair such damage and restore the Demised Premises to substantially its condition prior to the time of such damage (conforming, however, to zoning laws and building codes then in existence).

(b) In case the Demised Premises shall be substantially damaged or destroyed by fire, windstorm or other casualty, the Landlord shall have the option of terminating this Lease by giving written notice to Tenant within thirty days of the casualty; if Landlord fails to exercise its termination option this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall, proceeding with all reasonable dispatch, repair or rebuild the Demised Premises to substantially its condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence).

## Wheelock House Lease

(c) In the event of such partial or substantial damage, destruction or casualty, the Rent shall be abated or reduced proportionately during any period in which, by reason of any such damage or destruction, there is substantial interference with the operation of the Demised Premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the completion by the Landlord of such work or repair and/or reconstruction as Landlord is obligated to do.

(d) The terms "substantially damaged" and "substantial damage" as used in this Article shall have reference to damage of such character as cannot reasonably (in the reasonable opinion of Landlord's architect or engineer), be expected to be repaired or the Demised Premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

(14) **EMINENT DOMAIN:**

(a) If 25% or more of the Demised Premises shall be taken by condemnation or right of eminent domain, then the Tenant shall have the option of terminating this Lease by giving written notice to the Landlord within thirty days of the date of such condemnation or taking. Should any part of the Demised Premises be so taken or condemned and should this Lease not be terminated in accordance with the foregoing provision, Landlord covenants and agrees promptly upon such taking or condemnation to restore the Demised Premises to proper tenable condition prior to such taking.

(b) Out of any award for any taking of Landlord's interest in the Demised Premises in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such Demised Premises and for Landlord's business loss. Tenant shall also have the right to negotiate or sue in its own right for damages for such condemnation.

(c) In the event of any such taking of the Demised Premises, the Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated permanently or temporarily, as the case may be.

(15) **SUBORDINATION:** not applicable

(16) **LANDLORD'S RIGHT ON DEFAULT:**

(a) If Tenant breaches this Lease, and such breach continues after the applicable cure period Landlord shall have the following remedies in addition to its other rights and remedies: i. Landlord may terminate the Lease on giving sixty (60) days written notice of such termination to Tenant; and ii. after termination, Landlord may relet the Demised Premises or any part thereof, for any term, at such rent and on commercially reasonable terms.

## Wheelock House Lease

(b) Tenant shall be liable to Landlord for all its expenses of the reletting, and for any necessary repairs made to the Demised Premises for damage caused by the Tenant. In addition, Tenant shall be liable to Landlord for the difference between the Rent received by Landlord under the reletting and the Rent installments that are due for the same period under this Lease.

(c) Landlord shall apply the Rent received from reletting the Demised Premises as follows: i. To expenses of the reletting and repairs made; and then ii. To Rent due under this Lease; and then iii. To payment of future Rent under this Lease as it becomes due.

(d) Tenant shall not be deemed in default of this Lease unless: i. a breach in the performance or observance of Tenant's monetary obligations under this Lease remains uncured for a period of fifteen (15) days after written notice from Landlord; or ii. a breach in the performance or observance of Tenant's non-monetary obligations under this Lease remains uncured for a period of thirty (30) days after written notice from Landlord.

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## Wheelock House Lease

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Wheelock House Lease

Executed to be effective as of the \_\_\_\_ day of **TBD 2021**.

Landlord: City of Barre

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
By: Steven E. Mackenzie, Duly Authorized Agent

Tenant: The Barre Rotary Club

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
By: \_\_\_\_\_, Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

On this \_\_\_\_ day of **2021**, before me, the undersigned notary public, personally appeared Steven E. Mackenzie acknowledged to me that he signed it voluntarily for its stated purpose, as for himself and for the City of Barre.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

On this \_\_\_\_ day of **2021**, before me, the undersigned notary public, personally appeared \_\_\_\_\_ acknowledged to me that he signed it voluntarily for its stated purpose, as for himself and for The Barre Rotary Club.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



EXHIBIT A-1  
DESCRIPTION OF DEMISED PREMISES, AND  
APPURTENANT RIGHTS OF TENANT

The Demised Premises shall mean that portion of the building and land owned by the Landlord at 135 North Main Street, Barre, VT, specifically, the portion of the building leased to Tenant is the rear section of the first floor (664 sf), and the second-floor space (588 sf). The front section of the first floor (827 sf retail space), the mid-section of the first floor (483 sf) and basement space (2,721 sf, - inventory storage) of the building are excluded from this lease. Shared use of the kitchen (181sf) is also permitted.



# ● *City of Barre, Vermont*

## *“Granite Center of the World”*

Steven E. Mackenzie, P.E.  
City Manager

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To: Mayor Lucas Herring and the Barre City Council

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

Re: Department Head Reports

Report Date: October 29, 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:**

- We had 90 people apply through the VT COVID Arrearage Assistance Program (VCAAP 2) through the October 24<sup>th</sup> deadline. There have been a number of errors by the state in making payments to us – several of which have been paid twice. We're in the process of trying to sort it all out and reconcile the accounting.
- The City has posted information on Front Porch Forum and the website about the mortgage assistance program and the renter assistance program being offered by the state with COVID relief funds.
- The Board of Civil Authority met on October 27<sup>th</sup> to review the draft legislative district maps, which proposed to divide Barre City into two single-representative districts. After discussion, the BCA voted to request Barre City remain a two-representative City-wide district. The information has been submitted to the Legislative Apportionment Board. The LAB will finalize its recommendations and submit to the legislature, which will make the final decisions during their 2022 session. Any changes will go into effect for the 2022 elections.
- Met with DESMAN parking consultants to discuss the TIF district, and lay out the parameters of their consultancy work.

### **2. BUILDING AND COMMUNITY SERVICES:**

- The Central Vermont Home Health and Hospice held a flu shot clinic in Alumni Hall on Saturday morning.

- On Monday, I met with representatives from the Society of Anachronisms at the AUD regarding their event they plan to hold in January.
- On Monday evening, BYSA Hockey distributed equipment to those entering the beginners program. All new entrants receive new equipment at no charge (must return it at the end of the season) and their registration is paid through a grant and funds raised and donated by Bernie Badeau's family.
- I participated in the Department Head Zoom meeting Tuesday morning.
- The Red Cross held a blood drive on Tuesday in Alumni Hall.
- Burnie Allen rented the gym for one and one half hours Tuesday evening for "open gym".
- The DMV held CDL testing on Wednesday in the Civic Center parking lot.
- I met with the City Manager on Wednesday via Zoom for our weekly projects update meeting.
- I attended a COVID update regarding the winter sports season via Zoom on Thursday.
- The Cemetery full time employee was on vacation from Tuesday through Friday and one of the part time employees is out of state for two weeks. The other part time employee was re-assigned to the Facilities Department. We had two cremation inurnments during the week.
- The Facilities crew laid down the lines and logos at the rink on Tuesday and continued with flooding the rest of the week. The two employees assigned to the rink will finish flooding operations over the weekend and the rink will open for the season on Monday with our first rental at 3:30pm! We will be down three FTEs beginning Monday, as there are two out on Medical Leave and the third on two weeks' vacation. This leaves us with the two FTEs assigned to the rink. I am trying to fill with temporary help and even reaching out to custodial/maintenance services.

## **2a. RECREATION:**

- Attended online meeting with VT State ACCD on winter sports recommendations
- Conducted an interview for a public skating Skate Guard. Secured Cashiers for the sessions.
- Scheduled BYSA basketball who will use the AUD for basketball beginning the end of November and running until the beginning of February.
- Networked as a Mentor with a new Director who has started in another VT department.
- Participated in DH meeting
- Participated in Paths~Routes~Trails committee meeting
- Networked with Rec Committee Chair on next agenda
- Majority of time was spent learning and populating new software for the Civic Center scheduling. Accounts on each renter, dates, etc. The software is not ready to go live but should within a few weeks.
- Public Skating will begin on November 9, 2021. Drop in activities will be continually monitored and work with recommended guidelines. Public Skating register, timecards, etc. were worked on and finalized next week as will a training session for those covering the sessions.
- Will assist with Saturday with the downtown Halloween parade and trick or treating event.

### **3. DEPARTMENT OF PERMITTING, PLANNING AND ASSESSING:**

#### **Planning – Janet – the highlights (Monday through Thursday):**

- Processed permit applications throughout the week (see Permitting for detail);
- Participated in the Energy Committee meeting Monday night, issued the minutes from;
- Participated in the Department Head meeting Tuesday morning;
- Reviewed Road and Bridge Standards Orange book, and obtained the updated guidelines for municipal acceptance that are not in the book and need to be obtained by VTrans reps;
- Worked on the ERSA trail grant application and got the forms and needed templates to the Cow Pasture committee members that will be working on it – deadline to submit is Nov. 29;
- Participated in the parking meeting Thursday afternoon with Desman consultants, obtained list of what will be needed by my office to send to them for their work;
- Attended Planning Commission meeting Thursday evening where we hosted the Equity and Diversity Committee on their presentation of their Equity Tool;
- Working on Municipal Planning Grant application for a Pedestrian and Bicycle plan, for submittal no later than Monday, November 1, 2021;
- Permit Administrator work: see below;
- Assessor work – see below;
- Answering questions, phone calls, assisted fellow staff, timesheets, weekly report write-up, etc.

#### **Permitting – Janet – the highlights (Monday through Thursday):**

- Issued 4 building permits;
- Issued 4 electrical permits;
- Issued 3 zoning permits;
- Worked on editing the Fire Dept's Mobile Eyes Software so that Certificates of Occupancy are issued correctly for our Code Enforcement folks;
- Processed 2 Time of Sale applications for Code Enforcement to schedule inspections for;
- Working on a DRB potential appointment;
- Sent out letters to the DRB members for no November hearing meeting on the 4<sup>th</sup>;
- Completed a permits file review for 127 Bailey, the former Fortier Care Home now owned by Washington Co. Mental Health – wrote a compliance letter for outstanding permits needed, and work completed without permits, so they can come into compliance and submit their application for license of a care home under their auspices;
- Scanned all the permits in 3 files (Zoning, Building, Min Housing) for Peet Law rep. in preparation for the sale of 31 Keith Avenue (Abare to Downstreet);
- Updating both zoning and the fire department's software for address changes provided by the Clerk and Water Dept., permit copies, etc.

#### **Assessing Clerk – Kathryn (Monday through Thursday):**

- Regular office tasks: permit copies into databases, address changes, mapping updates and sending information to our GIS company from maps filed in the clerk's office; filing, checking Grand List items, Street numbers, corrections, e-mail messages, phone calls, etc.;
- Processed 1 property transfer return this week for input into all systems;

- Downloaded 4 homestead filing to go into the grand list for tax billing – year to date total is 1,757;
- Issued three (3) corrected tax bills;
- Sent out 6 map copies and 25 lister cards for those requesting them;
- Began Annual E911 update to include proofing their maps of our 911 addresses and updating any changes needed. They've stated we have a number of properties that need E911 addresses, such as the parks, playgrounds, Batchelder Street Condominiums, Cow Pasture for trail entrance, the cemeteries, and those that are incorrect from being odd or even depending on the side of the street the property is on;
- Continue working on reviewing software and the grand list in preparation for the eventual new state computer system.

**Interim Assessor-Janet – the highlights (Monday through Thursday):**

- Working on getting the grievance change information into the assessing software;
- Department Director checks assessor email and phone inquiries;
- Department Director has also 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:**

- Reviewed PD Grant requisition requests
- Sent FY22 Budget vs Actual reports to department heads
- Majority of time spent preparing the FY21 financial audit report
- Sr. Accounting Clerk worked on FY22 Q1 reconciliations
- Met with Manager Mackenzie for bi-weekly coordination meeting
- Attended DH meeting
- Attended City Council meeting virtually
- 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.

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA009565	10/28/21 06:53	Threats/Harassment	Highgate Dr	threats/harassment highgate dr
21BA009564	10/28/21 06:46	Assist - Agency	VT RT 14 / Pine Hill Rd	
21BA009563	10/28/21 06:37	Suspicious Event	Webster St	suspicious event barre city
21BA009562	10/28/21 06:35	Domestic Disturbance	Prospect St	domestic disturbance prospect st
21BA009561	10/28/21 05:43	Prisoner	Fourth St	
21BA009560	10/28/21 05:03	Alarm - Security	N Main St	
21BA009559	10/28/21 02:23	Domestic Disturbance	S Main St	domestic disturbance s main st
21BA009558	10/28/21 00:44	Medical - Ambulance Transport - Emergency	Chelsea Rd	
21BA009557	10/27/21 23:14	Assist - Agency	Fourth St	
21BA009556	10/27/21 21:56	Directed Patrol - Motor Vehicle	S Main St #	Directed Patrol on South Main Street
21BA009555	10/27/21 21:06	Mental Health Issue	Fourth St	Mental Health issue.
21BA009554	10/27/21 21:02	Suspicious Person	Summer St / Seminary St	Suspicious incident on Summer St.
21BA009553	10/27/21 20:51	Accident - Property damage only	Barre Montpelier Rd	Agency Assist on Fourth Street.
21BA009552	10/27/21 20:45	Suspicious Event	Washington St	
21BA009551	10/27/21 19:23	Traffic Stop	N Main	Traffic Stop for running a red light on North Main Street
21BA009550	10/27/21 18:13	Traffic Stop	Park St	
21BA009549	10/27/21 18:11	Stolen Vehicle	N Main St	
21BA009548	10/27/21 17:58	Assist - Public	Highgate Apartment	Mental Health Issue on Skyline Dr
21BA009547	10/27/21 17:50	Traffic Stop	Quarry Hill	
21BA009546	10/27/21 17:38	Alarm - Security	W Second St	False alarm on West Second St.
21BA009545	10/27/21 16:49	Assist - Other	Fourth St	
21BA009544	10/27/21 15:22	Suspicious Person	N Main St	
21BA009543	10/27/21 14:30	Supervisory Duties - Case review	Fourth St	Supervisory Duties- Case Review
21BA009542	10/27/21 13:13	Suspicious Vehicle	Jefferson St	
21BA009541	10/27/21 12:47	Assist - Agency	Fourth St	
21BA009540	10/27/21 12:15	Evidence Management	Fourth Street	
21BA009539	10/27/21 11:55	Directed Patrol - Motor Vehicle	Washington St	

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA009538	10/27/21 11:54	Traffic Stop	Maple Ave	Council Packet 11-2-2021 Traffic stop for vehicle not inspected on Maple Ave. page 40
21BA009537	10/27/21 11:25	Traffic Stop	Merchant St	Traffic stop for vehicle not inspected on Merchant Street
21BA009536	10/27/21 11:24	Directed Patrol - Motor Vehicle	Merchant Street	Directed patrol of Merchant Street.
21BA009535	10/27/21 10:54	Suspicious Vehicle	N Main St	Suspicious vehicle on Merchant Street.
21BA009534	10/27/21 10:01	Assist - Agency	Fourth St	Assisted Barre Town Police on E. Montpelier Road in Barre Town.
21BA009533	10/27/21 09:10	Supervisory Duties - Case review	Fourth St	Supervisory Duties- Case Review
21BA009532	10/27/21 07:07	Directed Patrol - Motor Vehicle	Ayers St / SHS	Directed patrol of Ayers St.
21BA009531	10/27/21 07:02	Traffic Stop		Traffic stop on Ayers St.
21BA009530	10/27/21 06:29	Directed Patrol - Motor Vehicle	Washington Street	Directed patrol of Washington St.
21BA009529	10/27/21 05:58	Directed Patrol - Motor Vehicle	Washington Street	
21BA009528	10/27/21 01:11	Domestic Assault - Misd	Skyline Dr	C. W. advised she was assaulted by her boyfriend, who has left.
21BA009527	10/26/21 23:01	Prisoner - Lodging/Releasing	Fourth St	Released prisoner
21BA009526	10/26/21 22:15	Assist - Agency	Allen St	Attempted service of TRO
21BA009525	10/26/21 22:00	Prisoner	Fourth St	
21BA009524	10/26/21 21:49	Threats/Harassment	Fourth St	Harassment by phone.
21BA009523	10/26/21 20:55	Domestic Disturbance	N Main St	Domestic Assault on North Main Street
21BA009522	10/26/21 20:48	Suspicious Person	Circle St / Green St	Suspicious Person On Circle Street.
21BA009521	10/26/21 20:07	Larceny - Other	Circle St	Report of a Larceny on Circle Street
21BA009520	10/26/21 20:02	Assist - Public	Fourth St	Motor Vehicle Complaint on Washington Street.
21BA009519	10/26/21 19:33	Traffic Stop	N Seminary St	Traffic Stop for operating at night without rear illumination on North Main Street.
21BA009518	10/26/21 19:13	Assist - Agency	Fourth St	Agency assist
21BA009517	10/26/21 19:02	Traffic Stop	Summer St / Pearl St	Traffic Stop for speeding on Summer Street
21BA009516	10/26/21 18:24	Suspicious Vehicle	Farwell St / Ballfield	Suspicious Vehicle on Farwell Street.
21BA009515	10/26/21 16:23	Assist - Agency	S Main St	agency assist barre city
21BA009514	10/26/21 16:01	Property - Lost	Fourth Street	lost property barre city
21BA009513	10/26/21 15:29	Trespass	Brooklyn St	trespass brooklyn st
21BA009512	10/26/21 15:04	Traffic Stop	N Main St	
21BA009511	10/26/21 14:38	Sexual Assault	Fourth St	
21BA009510	10/26/21 14:08	Assist - Public	Fourth St	
21BA009509	10/26/21 13:43	Trespass	Washington St	trespass washington st



Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA009508	10/26/21 13:43	Threats/Harassment	Spaulding St	Council Packet 11-2-2021 threats/harassment barre city page 41
21BA009507	10/26/21 13:27	Identity Theft	Perry St	ID theft Perry Street
21BA009506	10/26/21 13:22	Assist - Public	Fourth St	
21BA009505	10/26/21 13:14	Noise	Pearl St	noise pearl street
21BA009504	10/26/21 13:03	Evidence Management	Fourth St	Evidence maintenance
21BA009503	10/26/21 12:43	Transport - Prisoner	Fourth St	prisoner transport barre city
21BA009502	10/26/21 12:23	Assist - Other	Fourth St	assist other barre city
21BA009501	10/26/21 12:14	Assist - Public	Fourth St	public assist barre city
21BA009500	10/26/21 12:12	Suspicious Event	Railroad St	
21BA009499	10/26/21 11:50	Suspicious Event	Bassett St	
21BA009498	10/26/21 11:33	Assist - Agency	Fourth St	agency assist barre city
21BA009497	10/26/21 11:18	Suspicious Vehicle	Walgreens	
21BA009496	10/26/21 11:17	Domestic Disturbance	Pearl St Ext	domestic disturbance pearl st
21BA009495	10/26/21 10:40	Assist - Public	Fourth St	public assist barre city
21BA009494	10/26/21 09:56	Assist - Agency	Fourth St	citation service
21BA009493	10/26/21 09:52	Mental Health Issue	Maplewood Ave	MH issue barre city
21BA009492	10/26/21 09:33	Assist - Agency	Fourth St	
21BA009491	10/26/21 09:15	Prisoner	Fourth St	prisoner barre city
21BA009490	10/26/21 08:45	Attempt To Locate	Pearl St	attempt to locate barre city
21BA009489	10/26/21 08:21	Drugs - Intel received	Fourth St	
21BA009488	10/26/21 05:58	Directed Patrol - Motor Vehicle	Maple Avenue	
21BA009487	10/26/21 02:38	Property - Recovered	Fourth St	An out of state law enforcement agency recovered a gun from a previous burglary
21BA009486	10/25/21 22:12	Threats/Harassment	Putney Rd	Threats form Brattleboro Retreat.
21BA009485	10/25/21 21:56	Traffic Stop	Allen St	
21BA009484	10/25/21 21:41	Directed Patrol - Motor Vehicle	Washington St	Directed Patrol on Washington Street
21BA009483	10/25/21 21:16	Suspicious Person	n main/ maple ave	Citizen assist.
21BA009482	10/25/21 20:53	Directed Patrol - Motor Vehicle	Hill St	Speed enforcement on Hill St.
21BA009481	10/25/21 20:20	Noise	S Main St	Noise Complaint on South Main Street
21BA009480	10/25/21 19:45	Larceny - from Motor Vehicle	S Main St	Public Assist on South Main Street
21BA009479	10/25/21 19:42	Suspicious Vehicle	Vt Rt 14	Motor Vehicle Complaint on Burnham Street

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA009478	10/25/21 19:31	Domestic Disturbance	Jefferson St	Council Packet 11-2-2021 Domestic Disturbance on Jefferson Street
21BA009477	10/25/21 19:10	Suspicious Event	Jefferson St	Suspicious Event on Jefferson Street.
21BA009476	10/25/21 18:12	Larceny - Retail Theft	S Main St	
21BA009475	10/25/21 16:41	TRO/FRO Service	Fourth St	TRO Service on Fourth Street
21BA009474	10/25/21 12:47	Accident - Non Reportable	S Main St	motor vehicle accident south main street
21BA009473	10/25/21 12:36	911 Hangup	S Main St	911 hang up s main st
21BA009472	10/25/21 12:31	Welfare Check	North Main St	welfare check n main st
21BA009471	10/25/21 12:12	Welfare Check	Seminary St	welfare check barre city
21BA009470	10/25/21 11:10	Traffic Stop	S Main St	traffic stop s main st
21BA009468	10/25/21 10:21	Background Investigation	Fourth St	
21BA009467	10/25/21 08:29	Parking - General Violation	Merchant St	
21BA009466	10/25/21 08:24	Assist - Other	S Main St	assist other s main st
21BA009465	10/25/21 08:14	Assist - Public	Fourth St	public assist barre city
21BA009464	10/25/21 04:10	Directed Patrol - Other	Camp St / Grandview Ave	An Officer deployed the speed cart.
21BA009463	10/25/21 02:47	Footpatrol	N Main St	
21BA009462	10/25/21 02:34	Assist - Public	Cliff St	
21BA009461	10/25/21 01:30	Assist - Public	Highgate Apartments	A concerned citizen called about a relative currently living in Barre City. The Officer is identifying services for the person to be referred to,
21BA009460	10/25/21 00:28	Assist - Public	Hawes Pl	
21BA009459	10/24/21 23:47	Mental Health Issue	Pearl St Ext	The Police Department received a call from a resident of Pearl St.
21BA009458	10/24/21 22:42	Suspicious Event	Pierre Motel	Suspicious incident on North Main St.
21BA009457	10/24/21 20:02	Suspicious Vehicle	S Main St	Suspicious vehicle on South Main St.
21BA009456	10/24/21 19:50	Suspicious Event	Orange St	
21BA009455	10/24/21 19:28	Juvenile Problem	Circle St	
21BA009454	10/24/21 18:29	Medical - Mental Health	Pearl St Ext	
21BA009453	10/24/21 18:04	Traffic Stop	Us Route 302	
21BA009452	10/24/21 17:53	Property - Lost	Playground 2000	
21BA009451	10/24/21 17:48	Traffic Stop	N Main	
21BA009450	10/24/21 17:45	Disturbance	Fourth St	disturbance barre city
21BA009449	10/24/21 17:36	Property Return / Disposal	Fourth St	
21BA009448	10/24/21 16:21	Juvenile Problem	Playground 2000	juvenile problem barre city

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA009447	10/24/21 16:08	Trespass	Summer St	Council Packet 11-2-2021 trespass summer street page 43
21BA009446	10/24/21 15:46	Assist - Other	Comolli St	assist other barre city
21BA009445	10/24/21 15:05	Disturbance	Washington St	disturbance washington st
21BA009444	10/24/21 12:49	Assist - Public	Fourth St	
21BA009443	10/24/21 10:53	Suspicious Event	Cliff St	suspicious event cliff street
21BA009442	10/24/21 14:32	Motor Vehicle Complaint	N Main St	mv complaint n main st
21BA009441	10/24/21 05:24	Suspicious Person	North Main Street	suspicious person n main st
21BA009440	10/24/21 03:52	Assist - Agency	Fisher Road	.An Officer retrieved evidence and secured it in temporary evidence locker
21BA009439	10/24/21 01:50	Arrest Warrant - In State	Highgate Dr	
21BA009438	10/24/21 01:58	Suspicious Event	Park St	suspicious event park street
21BA009437	10/24/21 01:30	Family Disturbance - Verbal	Highgate Dr	
21BA009436	10/24/21 00:22	Trespass	Onward St	
21BA009435	10/23/21 23:09	Suspicious Event	East Parkside Ter	Suspicious incident on East Parkside.
21BA009434	10/23/21 22:51	Suspicious Event	Lawrence Ave	no press/on going
21BA009433	10/23/21 22:27	Threats/Harassment	Onward Street	
21BA009432	10/23/21 21:44	Domestic Disturbance	Onward St	Domestic dispute on Onward St
21BA009431	10/23/21 21:34	Assist - Public	Quality Inn	Citizen assist
21BA009430	10/23/21 20:12	Threats/Harassment	Washington St	Citizen assist on Church St.
21BA009429	10/23/21 19:46	Domestic Disturbance	Merchant St	Verbal argument on Merchant St.
21BA009428	10/23/21 18:59	Traffic Stop	Rt 62/ Berlin	traffic stop for speed on rt 62
21BA009427	10/23/21 18:58	Larceny - Retail Theft	S Main St	
21BA009426	10/23/21 18:50	Traffic Stop	Route 62	traffic stop for defective equipment on Rt 62
21BA009425	10/23/21 18:37	Directed Patrol - Motor Vehicle	Vt Route 62	directed motor vehicle on Rt 62
21BA009424	10/23/21 18:10	Fire - Alarm Activation	warren st/long st	Fire alarm activation on Warren St
21BA009423	10/23/21 17:47	Assist - Public	Fourth St	Citizen assist
21BA009422	10/23/21 17:18	Suspicious Event	Highgate Apartments	
21BA009421	10/23/21 17:10	Suspicious Event	Railroad St	
21BA009420	10/23/21 16:32	Assist - Public	Quality Inn	
21BA009419	10/23/21 15:01	Accident - Property damage only	S Main St	Accident Property Damage Only
21BA009418	10/23/21 13:33	Trespass	Cliff St	trespass cliff st

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA009417	10/23/21 12:43	Accident - Property damage only	Fourth St	Council Packet 11-2-2021 Accident Property Damage only page 44
21BA009416	10/23/21 15:11	Assist - Public	Fourth St	
21BA009415	10/23/21 11:42	Larceny - from Building	N Main St	larceny n main st
21BA009414	10/23/21 11:39	Assist - Other	Main St	
21BA009413	10/23/21 09:29	Drug take back	Fourth St	
21BA009412	10/23/21 09:16	Disturbance	Beverage Baron	disturbance n main st
21BA009411	10/23/21 08:16	Traffic Stop	Academy St	traffic stop academy st
21BA009410	10/23/21 08:02	Domestic Disturbance	Kent Pl	domestic disturbance kent place
21BA009409	10/23/21 07:27	Alarm - Security	N Main St	
21BA009408	10/23/21 06:19	Traffic Stop	Elm St / Library	Traffic stop on Elm St. for expired registration
21BA009407	10/23/21 05:23	Directed Patrol - Motor Vehicle	Washington Street	Directed speed enforcement on Washington St.
21BA009406	10/23/21 04:47	Directed Patrol - Other	Camp Street	Directed patrol on Camp St.
21BA009405	10/23/21 04:00	Assist - Public	Short St	A citizen called inquiring about how to solve a problem
21BA009404	10/23/21 01:34	Assist - Agency	South Barre Rd.	An Officer backedup a Barre Town Officer on a traffic stop.
21BA009403	10/23/21 00:23	Suspicious Event	Gustos	
21BA009402	10/22/21 23:59	Traffic Stop	N Main St	
21BA009401	10/22/21 23:28	Traffic Stop	Eastern Ave	
21BA009400	10/22/21 23:49	Traffic Stop	Berlin St / Smith St	Traffic stop for turn signal violations on Berlin St
21BA009399	10/22/21 22:17	Traffic Stop	Washington St	Traffic stop for speed on Washington St
21BA009398	10/22/21 22:17	Traffic Stop	S Main St	Traffic stop for speed on S. Main St.
21BA009397	10/22/21 21:56	Directed Patrol - Motor Vehicle	Washington St	
21BA009396	10/22/21 21:42	Larceny - from a Person	N Main St #	
21BA009395	10/22/21 21:28	DLS	Glenwood Ave	Traffic stop for registration violation leads to arrest for male operator driving with a criminally suspended license
21BA009394	10/22/21 21:27	Parking - General Violation	Cliff St	
21BA009393	10/22/21 20:41	Suspicious Person	Jiffy Mart	
21BA009392	10/22/21 19:40	Traffic Stop	South Main St	Traffic stop for registration violation on S Main St
21BA009391	10/22/21 19:13	Traffic Stop	prospect/fairview	Traffic stop for equipment violation on Prospect St
21BA009390	10/22/21 18:58	Traffic Stop	S Main St	Traffic stop for equipment violation on S Main St
21BA009389	10/22/21 18:33	Traffic Stop	Summer St	Traffic stop for failure to obey traffic light on Summer st
21BA009388	10/22/21 17:49	Suspicious Event	Bromur St	Needles found in parking lot on Bromur St

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA009387	10/22/21 17:31	Assist - Public	Fourth St	Council Packet 11-2-2021 page 45
21BA009386	10/22/21 15:50	Prisoner	Fourth St	
21BA009385	10/22/21 15:38	Arrest Warrant - In State	North Main St	arrest warrant in state n main st
21BA009384	10/22/21 14:55	Suspicious Event	S Main St	suspicious event barre city
21BA009383	10/22/21 14:45	Accident - Property damage only	Cumberland Farms	Accident on Main Street
21BA009382	10/22/21 14:42	Accident - Non Reportable	N Main St	TNCR n main st
21BA009381	10/22/21 14:22	Assist - Public	Highgate Apartments	Public Assist on Highgate Drive
21BA009380	10/22/21 14:11	Suspicious Person	Delmont Ave	Suspicious person reported on Delmont Ave
21BA009379	10/22/21 13:49	TRO/FRO Service	Fourth St	TRO service barre city
21BA009378	10/22/21 12:48	Assist - Agency	Maple Ave	Dispute on Maple Ave
21BA009377	10/22/21 11:49	Suspicious Vehicle	N Main St	Suspicious Vehicle on North Main Street
21BA009376	10/22/21 11:30	TRO/FRO Service	Fourth St	Court Paperwork Served
21BA009375	10/22/21 11:05	Assist - Agency	Fourth St	
21BA009374	10/22/21 11:24	Directed Patrol - Motor Vehicle	Maple Avenue	Directed Patrol on Maple Ave
21BA009373	10/22/21 10:44	Assist - Public	Fourth St	public assist barre city
21BA009372	10/22/21 10:16	Assist - Public	Fourth St	public assist barre city
21BA009371	10/22/21 09:15	Suspicious Event	Cliff St	suspicious event barre city
21BA009370	10/22/21 09:12	Assist - Agency	S Main St	Agency Assist on South Main Street
21BA009369	10/22/21 08:49	Assist - Public	Fourth Street	public assist barre city
21BA009368	10/22/21 08:01	Alarm - Security	Washington St	Alarm activation on Washington Street
21BA009367	10/22/21 07:59	Suspicious Person	N Main St	An employee of a Noeth Main St. business called to report a suspicious interaction with a man at the business.
21BA009366	10/22/21 07:34	Parking - General Violation	Brook Street	Parking complaint on Brook St.
21BA009365	10/22/21 07:30	Trespass		
21BA009364	10/22/21 07:17	Assist - Agency	Cliff St	
21BA009363	10/22/21 06:33	Assist - Public	High Holborn St	Officers assisted a resident of High Holborn St.
21BA009362	10/22/21 03:13	Fraud	Mount St	Fraud, check and debit card.
21BA009361	10/22/21 00:58	Assist - Public	N Main St	An Officer assisted a resident of N. Main St.
21BA009360	10/22/21 00:42	Trespass	Spaulding St	Domestic disturbance on Spaulding St

