

**REGULAR COUNCIL MEETING**  
**Tuesday, December 14, 2021, 7:00pm**

**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**

<b>Page No.</b>	<b>Agenda</b>
	1. Call to Order – 7:00 pm
	2. Adjustments to the Agenda
	3. Consent Agenda
	A. Approval of Minutes
6	I. Special City Council Meeting December 4, 2021
9	II. Regular City Council Meeting December 7, 2021
13	B. Approval of City Warrants from Week of Wednesday December 15, 2021
	C. Clerk’s Office Licenses and Permits
23	D. Authorize Manager to Execute Step III (Design) Agreement for Design of No. Main St. Pump Station
	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
70	A. Warning 7:15pm - #2021-06 First Reading Ch. 3 Animal and Fowl Ordinance (John Lepage)
	B. FY21 Audit Presentation (Dawn Monahan)
87	C. Discussion and/or Approval of Voter Approved Funding Language (Clerk)
	D. Discussion Regarding a Community Needs Assessment (Joelen Mulvaney, Chair D& Committee)
	E. Discussion re: Council Preference for Strategic Planning Consultant Selection Process (Manager)
	F. Discussion &/or Action on ARPA Program Community Requests Process (Manager)
	10. Round Table
	11. Executive Session – As Needed
	12. Adjourn

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

*The portion of this meeting starting at 7:00 pm will be taped for re-broadcast on Channel 192 CVTV  
and will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon  
CVTV Link for meetings online – [cvtv723.org/](http://cvtv723.org/)*

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**OTHER MEETINGS AND EVENTS**

**Check the City Website for Meeting Warnings, Agendas, Meeting Location and Log-in Instructions.**

**Tuesday, December 14**

Civic Center Committee, 8am, Alumni Hall (In-Person Only)

**Wednesday, December 15**

Transportation Advisory Committee, 6:30pm, Hybrid (ZOOM and Council Chambers)

**Saturday, December 18**

Special Council Meeting, Budget Workshop, Noon, Hybrid (ZOOM and Council Chambers)

### 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

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## MEMO

**TO:** City Council  
**FR:** The Manager  
**DATE:** 12/10/21  
**SUBJECT:** Packet Memo re: 12/14/21 Council Mtg Agenda Items

Councilors:

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

**Special Session:** None  
**Adjustments to the Agenda:** No Adjustments known at this time  
**Consent Agenda:** No notes  
**Communications:** No notes  
**Old Business:** No notes

**New Business:**

**Item 9. E Discussion re: Council preference for Strategic Planning Consultant Selection Process**

There are no support documents for this item We have received 11 Proposal responses to the Strategic Planning Facilitator RFP. I intend this to be a brief discussion with Council to obtain your feedback/guidance as to how you would like to proceed with the screening/shortlisting/selection of the Strategic Planning Facilitator. I see two approaches:

1. Have a staff team screen all 11 proposals, short-listing to 3 to present to Council to make a final decision.
2. Submit all 11 proposals to Council to screen to select a consultant.

**Item 9.F Discussion &/or Action on ARPA Program Community Requests Process**

My discussion outline for this item was not complete by the Packet Deadline.  
I will forward as soon as I can prior to the Council Mtg.

**Executive Session:** None

To be approved at 12/07/21 Barre City Council Meeting

**Special Meeting of the Barre City Council  
Held December 21, 2019**

The Special Meeting of the Barre City Council was called to order in person and via video platform by Mayor Lucas Herring at 1:03 PM at Barre City Hall. In attendance were: From Ward I, Councilors Emel Cambel and Jake Hemmerick; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Ericka Reil and Samn Stockwell. City staff members present were City Manager Steve Mackenzie, Human Resources Director Rikk Taft, Finance Director Dawn Monahan, Buildings and Community Services Director Jeff Bergeron, Planning Director Janet Shatney, Buildings and Community Services Assistant Director Stephanie Quaranta, Deputy Fire Chief Joe Aldsworth, Acting Police Chief Larry Eastman, Public Works Director Bill Ahearn, and Clerk/Treasurer Carol Dawes.

Absent: NONE

Mayor Herring thanked Councilor Boutin, Police Officer Jason Fleury, and former Councilor Rich Morey for participating in this morning's Dollar Drop to benefit Christmas for Kids. Former Mayor Thom Lauzon said he has solicited donations for the program from local businesses.

**Adjustments to the Agenda:** NONE

**Visitors & Communications:**

Former Mayor Lauzon reviewed Council's action a few weeks ago, when the decision was made to donate the parking meter money collected over the holidays to the Good Samaritan Haven and Mayor Lauzon and his wife would donate an equal amount to the Granite Center Garden Club. Following that meeting it came to light the amount generally raised through the meters was incorrectly stated, and is closer to \$1,800 than \$5,000. Mayor Lauzon said through discussions with the Garden Club, his recommendation is that his promised \$5,000 donation go to the Good Samaritan Haven, and the meter funds go to the Garden Club. Councilors offered their informal support of this arrangement.

**New Business –**

**A) Budget Workshop**

Manager Mackenzie reviewed his draft agenda, and said the first item of business is for Council to set a goal; either a percent increase in the tax rate or a percent increase in the budget. There was discussion on the rate of inflation and annual Social Security increase, household income increase, growth in the grand list, and past budget surveys. Councilors suggested tax rate increase goals ranging from under 3% to not more than 4%.

Council approved setting a tax rate increase goal of not more than 4% on motion of Councilor Waszazak, seconded by Councilor Reil. **Motion carried with Mayor Herring and Councilors Reil, Waszazak, and Cambel voting in favor, and Councilors Hemmerick, Boutin, and Stockwell voting against.**

Manager Mackenzie said the current proposed FY23 budget shows a projected tax rate increase of 4.26%. There was discussion on the pros and cons of using some of the FY21 surplus to reduce the tax rate increase. There was discussion on the new positions included in the proposed FY23 budget, including an IT systems manager, junior planner, assistant public works director, and additional facilities staff member. There was discussion on tapping into American Rescue Plan (ARPA) funds to replace lost revenues from FY21, and Finance Director Dawn Monahan noted Barre City doesn't meet the qualifications for such reimbursement.

Councilor Boutin made the motion to approve rolling money from the FY21 surplus into the FY23

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budget, seconded by Councilor Waszazak. There was continued discussion until Councilor Stockwell made the motion to table Councilor Boutin's motion, seconded by Councilor Hemmerick. **Motion to table carried with Councilor Boutin voting against.**

Manager Mackenzie reviewed his list of possible budget reductions. There was discussion on the following:

- Eliminating the custodial position at City Hall.
- Reduction in summer cemetery staff.
- Reduction in traffic signal maintenance.
- Moving community development functions in-house.
- Management of ARPA projects – perhaps billing out a portion of time from the proposed new positions.

Councilor Cambel made the motion to include all four new positions in the FY23 budget, seconded by Councilor Stockwell.

There was continued discussion on using ARPA funds to cover some of the costs associated with the new positions to be phased out over a three year period of time, and obligating future Councils.

Councilors Cambel and Stockwell withdrew their motion to include the four proposed new positions.

Councilors gave unofficial approval to keep the four new positions in the FY23 budget.

Councilors continued to review the Manager's list of proposed reductions, and agreed to remove or reduce the following:

- Remove website upgrades.
- Remove bike patrol.
- Reduce committee allotments.
- Remove allocation for VT Youth Conservation Corp, or move to another funding source such as the Semprebon Fund.
- Reduce increases to annual stipends to Barre Area Development Corporation, Barre Partnership, and Aldrich Library.
- Reduce advertising expenses.

Other items discussed included reductions to the school resource officer, reviewing cost/revenue comparisons for the Civic Center complex for the last 5 years, and possible increases needed to maintain staffing levels in the Police Department following loss of grant funds. Council will receive updated information on the Civic Center and Police Department at the next budget workshop.

Finance Director Monahan said the updated proposed budget tax rate increase is 3.4%.

Public Works Director Bill Ahearn gave an overview of the capital plans for streets and sidewalks, water, and wastewater. Mr. Ahearn reviewed the difference sources of capital funds available for projects, and the amount to be spent each year over the next five years. The information is being shared with the Paths, Routes, and Trails Committee, the Transportation Advisory Committee, and the ADA Committee for their input and participation in planning. There was discussion on local share for the state's Quarry Street intersection project, current and future bonding, updated costs accrued to date for the Quarry Street project, retaining walls on River Street, and possibly changing River Street to one-way.

There was discussion on speeding and sidewalks on Berlin Street, possibly changing the lower portion of

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the street to one-way, and adding a bike path lane, speed table, and signage to control speed.

Council voted to take up the FY21 surplus question that was tabled earlier in the meeting on motion of Councilor Waszazak, seconded by Councilor Hemmerick. **Motion carried.**

There was discussion on using \$50,000 of the surplus to reduce the projected tax rate increase to under 3%. Councilors Boutin and Waszazak withdrew their original motion regarding use of surplus funds made earlier in the meeting. No action was taken on this topic.

Manager Mackenzie reviewed the bond tracking report, showing all the current active bonds, what items or projects are being funded, and what progress has been made per bond. There was discussion on the plans for rearrangements in City Hall.

The next budget workshop is set for Saturday, December 18<sup>th</sup> at noon.

The Council meeting adjourned at 4:25 PM on motion of Councilor Hemmerick, seconded by Councilor Waszazak. **Motion carried.**

The meeting was recorded on the video meeting platform.

Respectfully submitted,

Carolyn S. Dawes, City Clerk



To be approved at 12/14/21 Barre City Council Meeting

**Special Meeting of the Barre City Council  
Held December 7, 2021**

The Special Meeting of the Barre City Council was called to order in person and via video platform by Mayor Lucas Herring at 6:15 PM at Barre City Hall. In attendance were: From Ward I, Councilors Emel Cambel and Jake Hemmerick; from Ward II, Councilors Michael Boutin (arrived 6:19 PM) and Teddy Waszazak; and from Ward III, Councilors Ericka Reil and Samn Stockwell. City staff member present was Clerk/Treasurer Carol Dawes.

Also in attendance: Stephanie Clark, White & Burke TIF consultants

**Absent:** NONE

**Adjustments to the Agenda:** Councilor Hemmerick asked to add personnel issues to the agenda to be discussed in executive session, if time allows.

**New Business –**

**A) TIF Assessment Update.**

Mayor noted the conversation with White & Burke consultant Stephanie Clark will take place in executive session.

**Executive Session –**

Councilor Waszazak made the motion to find that premature general knowledge of contracts 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 Hemmerick. **Motion carried.**

Council went into executive session at 6:18 PM to discuss contracts under the provisions of 1 VSA §313 on motion of Councilor Cambel, seconded by Councilor Stockwell. **Motion carried.**

Councilor Boutin joined at this point in the meeting.

Stephanie Clark and Clerk Carol Dawes were invited into the executive session.

Council came out of executive session at 6:59 PM on motion of Councilor Stockwell, seconded by Councilor Waszazak. **Motion carried.**

There was no action. Mayor Herring said he will approach our legislators to advocate for approval of an additional extension for the TIF deadline for last incurrence of debt, due to COVID's continuing negative impact on project development.

The meeting adjourned at 7:00 PM on motion of Councilor Stockwell, seconded by Councilor Reil. **Motion carried.**

The meeting was recorded on the video platform.

**Regular Meeting of the Barre City Council  
Held December 7, 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, Councilor Jake

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Hemmerick; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Ericka Reil and Samn Stockwell. City staff members present were Planning Director Janet Shatney, Finance Director Dawn Monahan, Deputy Fire Chief Joe Aldsworth, Public Works Director Bill Ahearn, and Clerk/Treasurer Carol Dawes.

**Absent:** From Ward I, Councilor Emel Cambel.

**Adjustments to the Agenda:** NONE

**Approval of Consent Agenda:**

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

- A. Approval of Minutes: Regular meeting of November 30, 2021
- B. City Warrants as presented:
  1. Approval of Week 2021-49, dated December 8, 2021:
    - i. Accounts Payable: \$190,271.51
    - ii. Payroll (gross): \$131,617.54
- C. 2022 Licenses & Permits: NONE
- D. Approval of Updated Accounts Payable Policy
- E. Re-Authorize Procurement of Main St. Tree Guards from FY21 Fund Balance
- F. Acceptance of 5-year Water/Wastewater Enterprise Fund Budgets Planning Projections
- G. Authorize Manager to Sign National Opioid Settlement Documents on Behalf of the City

**City Clerk & Treasurer Report –**

Clerk/Treasurer Dawes reported on the following:

- There are two properties scheduled for tax sale this Thursday, December 9<sup>th</sup>.
- Town Meeting election information has been updated on the City website, including a list of officers to be elected, nominating petitions, and consent of candidate forms.
- Water bills went in the mail today, and are due by January 3<sup>rd</sup>.

**Liquor Control Board - NONE**

**City Manager's Report –**

Manager Mackenzie was not present at the meeting. No additional updates beyond the written report previously distributed by the Manager.

**Visitors and Communications –**

BUUSD board chair Sonya Spaulding said Barre City board representative Abigayle Smith has resigned her seat on the board. In accordance with the articles of agreement and statute, the City Council is responsible for filling the vacancy. Ms. Spaulding suggested the school board manage the process by advertising the position and holding interviews. The board will then make a recommendation to Council at the December 21<sup>st</sup> meeting, at which time Council can make the appointment. Councilors gave informal approval to the process as outlined by Ms. Spaulding.

**Old Business –**

**A) Charter Work Group Update.**

Councilor Stockwell reported on the possible removal of the Board of Health from the Charter. There was discussion on the differences between charter language and statute, roles for the board, local usage, and oversight from the VT Department of Health. There was no support from the Council to move forward with removing the board.

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Councilor Reil reported on her review regarding the city engineer position, and whether it should be removed from charter. Public Works Director Bill Ahearn said he supports having a city engineer and retaining the language in charter. Clerk Dawes said the City currently doesn't have an appointed city engineer, and her intension in suggesting review of this item is to either bring the charter into conformance with practice or vice versa. Other similar positions were discussed including the superintendent of water, superintendent of streets, and superintendent of sewer.

Councilor Hemmerick said he'd like to explore charter changes on the following topics:

- Sale of public land – manager's authority to enter into easements.
- Controls over use of rainy day funds.
- Budget amendments.
- Annual preparation of capital budget.

The Council will continue reviewing proposed charter changes in January.

**B) Administrative (Public Bodies) Ordinance Update.**

Mayor Herring said ordinance updates will flow from the charter revisions.

**C) Act 164 (S.54) Regulation of Cannabis.**

Councilor Stockwell said recent legislation enables retail cannabis sales. The voters would need to approve allowing retail sales in the City. There was discussion on how to regulate and control safety, zoning restrictions, local options tax on sales of cannabis, and creation of a local cannabis control board.

**D) Update on Volunteer Information.**

Councilor Reil reviewed her list of organizations offering volunteer opportunities in Barre City. The list will be posted on the City website, and maintained by the City. Mayor Herring said the City is holding its volunteer recognition on December 13<sup>th</sup>.

**New Business -**

**A) Seat Adjustment to the Development Review Board – Denise Ferrari.**

Planning Director Janet Shatney reviewed the makeup of the DRB, noting there is currently a vacancy for a Ward 2 representative. Denise Ferrari currently serves as an at-large board member, and the request is to move Ms. Ferrari to the Ward 2 seat to create a vacancy so Ulysse "Pete" Fournier can be appointed to the at-large seat. Councilor Hemmerick made the motion to table this item to allow the appointment process to follow the new policy and procedures. The motion died from lack of a second.

Council approved the seat adjustment on motion of Councilor Boutin, seconded by Councilor Stockwell.

**Motion carried with Councilor Hemmerick voting against.**

**B) Appointment to the Development Review Board – Ulysses Fournier.**

Ulysse "Pete" Fournier spoke of his interest in serving on the DRB and his past experience on the board. Council approved the appointment of Mr. Fournier to the at-large seat on the DRB on motion of Councilor Waszazak, seconded by Councilor Reil. **Motion carried.**

**C) Review and/or Revise Electric Vehicle Charging Fees.**

Clerk Dawes reviewed her memo, and talked about different ways to charge for use of the EV charging stations including capturing payment to help cover cost of electricity and payment for parking spaces. There was discussion on pros and cons of continuing to contract with ChargePoint for wayfinding and credit card payment processing, allowing free vehicle charging while requiring use of ParkMobile to pay for parking in the spaces, and increasing ticket fines for noncompliance. Councilors offered informal

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support for letting the ChargePoint contract lapse, and using ParkMobile going forward. Mayor Herring will work with Clerk Dawes to review past usage data, and the Clerk will come back with recommended parking fees.

**D) Discussion and/or Approval of Public Record Inspection Copying and Transmission Policy.**

Clerk Dawes reviewed the proposed draft revisions and noted changes are meant to bring the policy in line with statute. Council approved the revisions on motion of Councilor Waszazak, seconded by Councilor Stockwell. **Motion carried.**

**E) Resolution for Donna McNally's 40 Years of Service to the City of Barre, Resolution #2021-16.**

Clerk Dawes read the resolution honoring Ms. McNally's 40 years of service. Council approved the resolution on motion of Councilor Stockwell, seconded by Councilor Reil. **Motion carried.**

**Round Table –**

Councilors Herring and Reil met with stakeholders at the hospital to discuss people stranded there without transportation. They are seeking volunteer drivers who will be reimbursed for mileage.

Councilor Boutin thanked those who participated in last Saturday's dollar drop to benefit the Christmas for Kids program. He said they raised \$3,943.51, and there are additional donations coming in.

Councilor Waszazak acknowledged the recent passing of Broadway composer, writer and legend Stephen Sondheim. He also noted today's 80<sup>th</sup> anniversary of the attack on Pearl Harbor.

Councilor Stockwell said the holiday lights around the City are wonderful.

Councilor Hemmerick congratulated Manager Mackenzie on securing the stormwater grant for the auditorium.

Mayor Herring thanked those who attended the holiday tree lighting over Thanksgiving weekend, and noted he issued a mayoral proclamation on the anniversary of the attack on Pearl Harbor. The Mayor said all proclamations are posted on the City website.

**Executive Session – NONE**

The meeting adjourned at 8:55 PM on motion of Councilor Stockwell, seconded by Councilor Reil. **Motion carried.**

The meeting was recorded on the video meeting platform.

Respectfully submitted,

Carolyn S. Dawes, City Clerk

12/10/21  
11:36 am

12-14-2021 Council Packet  
City of Barre Accounts Payable  
Warrant/Invoice Report # 22-25

By check number for check acct 01(GENERAL FUND) and check dates 12/10/21 thru 12/10/21

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
-----							
01003	ALDRICH PUBLIC LIBRARY						
	12072021	2nd Qtr allocation	001-7010-220.0420	ALDRICH LIBRARY	0.00	58,650.00	143450
01005	ALLEN ENGINEERING INC						
	111-523112-0	Sta-floc 336	003-8330-360.1141	POLYMER	0.00	1,037.50	143451
01093	AMERICAN ROCK SALT CO LLC						
	0683883	Bulk ice control salt	001-8050-360.1184	SALT - SNO	0.00	7,685.04	143452
01057	AT&T MOBILITY						
	222X11192021	Wireless service	001-6050-310.0616	PAGERS/CELL/AIR CARDS	0.00	581.66	143453
	222X11192021	Wireless service	003-8330-200.0214	TELEPHONE	0.00	9.29	143453
	222X11192021	Wireless service	001-6045-310.0616	PAGERS/AIR CARDS	0.00	82.46	143453
	222X11192021	Wireless service	001-5040-200.0214	TELEPHONE	0.00	46.46	143453
	222X11192021	Wireless service	001-7030-200.0214	TELEPHONE	0.00	31.35	143453
	222X11192021	Wireless service	001-7020-200.0214	TELEPHONE	0.00	75.52	143453
	222X11192021	Wireless service	001-6040-200.0214	PHONE /LANDLINE/INTERNET	0.00	87.65	143453
	222X11192021	Wireless service	001-8500-200.0214	TELEPHONE	0.00	63.42	143453
	222X11192021	Wireless service	002-8200-200.0214	TELEPHONE	0.00	87.35	143453
	222X11192021	Wireless service	001-8050-200.0214	TELEPHONE	0.00	9.29	143453
	222X11192021	Wireless service	002-8220-200.0214	TELEPHONE	0.00	9.29	143453
	222X11192021	Wireless service	003-8300-200.0214	TELEPHONE	0.00	9.29	143453
	222X11192021	Wireless service	001-6055-200.0214	TELEPHONE LANDLINE	0.00	36.12	143453
					-----	0.00	1,129.15
23018	AUBUCHON HARDWARE						
	493006	Keys	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	9.42	143454
	493195	1 1/2 Hex washer sds	001-8050-350.1065	SUPPLIES - STS	0.00	7.19	143454
	493447A	wipes, vacuum, batteries	003-8330-320.0737	LAB MAINT	0.00	12.14	143454
	493447A	wipes, vacuum, batteries	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	137.67	143454
					-----	0.00	166.42
02045	BARRE CITY WATER & SEWER DEPT						
	00019-120121	88 Treatment Plt Dr	003-8330-200.0215	WATER BILLING	0.00	230.02	143455
	00020-120121	62 Treatment Plt Dr	003-8330-200.0215	WATER BILLING	0.00	1,933.42	143455
	00021-120121	59 Treatment Plt Dr	003-8330-200.0215	WATER BILLING	0.00	77.02	143455
	00022-120121	69 Treatment Plt Dr	003-8330-200.0215	WATER BILLING	0.00	862.42	143455
	00023-120121	49 Treatment Plt Dr	001-7015-200.0215	WATER BILLS	0.00	408.52	143455
	00471-120121	20 Auditorium Hill	001-7020-200.0215	WATER BILLS	0.00	263.18	143455
	00472-120121	20 Auditorium Hill	001-7020-200.0215	WATER BILLS	0.00	270.50	143455
	00473-120121	25 Auditorium Hill	001-7030-200.0215	WATER BILLS	0.00	204.56	143455
	00474-120121	25 Auditorium Hill	001-7030-200.0215	WATER BILLS	0.00	273.00	143455
	00736-120121	201 Maple Ave	001-8500-320.0727	BUILDING MAINT (HOPE)	0.00	126.40	143455
	00737-120121	226 E Montpelier Rd	001-8500-320.0735	DUFRESNE GROUNDS & BLDGS	0.00	122.92	143455
	00884-120121	6 N Main St	001-6043-200.0215	WATER BILLS	0.00	292.49	143455
	00885-120121	6 N Main St	001-6043-200.0215	WATER BILLS	0.00	175.00	143455
	00953-120121	135 N Main St	001-7015-200.0215	WATER BILLS	0.00	448.81	143455

12/10/21  
11:36 am

12-14-2021 Council Packet  
City of Barre Accounts Payable  
Warrant/Invoice Report # 22-25

By check number for check acct 01(GENERAL FUND) and check dates 12/10/21 thru 12/10/21

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	02569-120121	6 Burnham St	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	312.03	143455
	02570-120121	4 Burnham St	002-8200-200.0216	SEWER CHARGES	0.00	49.81	143455
	02573-120121	12 Burnham St	003-8300-320.0727	BLDG & GROUNDS MAINT	0.00	175.25	143455
	04163-120121	St Monicas Beckley St	001-8500-320.0733	BLDG/GRNDS MAINT ST MONIC	0.00	66.82	143455
	04165-120121	Elmwood Cem Washington	001-8040-320.0725	PUB PARKS/TREES MAINT	0.00	138.22	143455
	04172-120121	2 Maple Ave	001-8040-320.0725	PUB PARKS/TREES MAINT	0.00	83.41	143455
	04176-120121	36 Parkside Ter	001-7015-200.0215	WATER BILLS	0.00	83.41	143455
	04177-120121	13 Washington St	001-8040-320.0725	PUB PARKS/TREES MAINT	0.00	83.41	143455
	04181-120121	69 Treatment Plt Dr	003-8330-200.0215	WATER BILLING	0.00	683.08	143455
	04182-120121	55 Treatment Plt dr	003-8330-200.0215	WATER BILLING	0.00	170.77	143455
	04187-120121	3 Franklin St	001-7015-200.0215	WATER BILLS	0.00	83.41	143455
	04247-120121	59 Parkside Ter	001-7015-200.0215	WATER BILLS	0.00	194.79	143455
	04314-120121	Hope Cem Maple Ave	001-8500-320.0732	GROUNDS MAINT (HOPE)	0.00	214.72	143455
	04322-120121	15 Fourth St	001-7035-200.0215	WATER BILLS	0.00	741.91	143455
	04414-120121	15 Fourth St	001-7035-200.0215	WATER BILLS	0.00	104.00	143455
					-----		
					0.00	8,873.30	
02123	BARRE PARTNERSHIP THE						
	12012021	2nd qtr apprpations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,250.00	143460
02067	BARRE SENIOR CENTER						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,875.00	143461
02131	BARRE UNIFIED UNION SCHOOL DISTRIC						
	120721	2nd Qtr allocation	001-4005-405.4005	GENERAL TAXES	0.00	1709,127.77	143462
02120	BIGRAS AUTO & TIRE INC						
	6450	Repair exh mani Oil chg	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	1,027.47	143463
03217	C V LANDFILL INC						
	689070	Grit disposal	003-8330-230.0518	GRIT	0.00	1,692.90	143464
03209	CAPSTONE COMMUNITY ACTION						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	750.00	143465
03124	CENTRAL VERMONT MEDICAL CENTER						
	2022-1342	drugs and med supplies	001-6040-350.1054	MEDICAL SUPPLIES	0.00	2,845.96	143466
03098	CENTRAL VT ADULT BASIC EDUCATION						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,925.00	143467
03055	CENTRAL VT COUNCIL ON AGING						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	3,750.00	143468
03056	CENTRAL VT HOME HEALTH & HOSPICE						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	7,000.00	143469
03145	CHAMPLAIN VALLEY EQUIPMENT						
	CB48271	Spring plate, blade, bolt	002-8220-320.0740	EQUIPMENT MAINT	0.00	76.77	143470

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03031 CHARLEBOIS TRUCK PARTS INC		IT31996A	Brake pad kit	001-6040-320.0720	CAR/TRUCK MAINT	0.00	338.51	143471
03159 CIRCLE		12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	500.00	143472
03083 COMMUNITY HARVEST OF CENTRAL VERMO		12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	375.00	143473
03070 COMPETITIVE ENERGY SERVICES LLC		1408133	Procurement fees	001-7020-330.0831	FUEL OIL - AUD/ANNEX	0.00	627.00	143474
		1408133	Procurement fees	001-7035-330.0834	FUEL OIL	0.00	627.00	143474
		1408133	Procurement fees	001-8050-330.0829	FUEL OIL - GARAGE	0.00	627.00	143474
						0.00	1,881.00	
03231 CONSTRUCTION DYNAMICS INC		10302021	contractor services	048-5100-360.1166	ACF POOL DONATION EXPENSE	0.00	758.39	143475
		10302021	contractor services	050-5830-360.1166	2020 \$1.7M BOND EXP POOL	0.00	38,079.61	143475
						0.00	38,838.00	
04071 DEAD RIVER CO		19497	Dyed Off Road Diesel	003-8330-330.0825	FUEL OIL	0.00	241.30	143476
		37525	Heating Oil	001-7015-330.0831	WHEELLOCK BLDG FUEL	0.00	387.34	143476
		50407	Heating Oil	001-6043-330.0833	FUEL OIL	0.00	486.00	143476
		6104097	Heating Oil	001-7020-330.0831	FUEL OIL - AUD/ANNEX	0.00	12,222.90	143476
		9590	Heating Oil	003-8330-330.0825	FUEL OIL	0.00	1,162.02	143476
		9591	Heating Oil	001-8050-330.0829	FUEL OIL - GARAGE	0.00	44.47	143476
						0.00	14,544.03	
04205 DONAHUE WILLIAM A OR CITY OF BARRE		094000300000	Delinq tax refund	001-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	89.00	143477
04133 DOWNSTREET HOUSING & COMMUNITY DEV		12012021	2nd qtr approprtions	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,250.00	143478
04095 DUFRESNE GROUP		16035	Cost est Maple/Merch	002-1000-190.0410	CONSTRUCTION IN PROGRESS	0.00	495.00	143479
04063 DURGIN STEVEN		12092021	Reimburse FICA/Medicare	001-6050-100.0109	PAYROLL REIMBURSEMENT	0.00	748.27	143480
05059 ENDYNE INC		393873	Weekly testing	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	310.00	143481
05030 ESMI OF NEW YORK LLC		413026	11/21-11/27 Biosolids	003-8330-230.0519	DISPOSAL OF SLUDGE	0.00	7,747.98	143482

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-----							
05007 EVERETT J PRESCOTT INC							
	5941057	5/8x3/4 SRII ECR	002-8200-320.0750	MAIN LINE MAINT	0.00	455.71	143483
	5947334	5/8x3/4 #2 insetter	002-8200-320.0750	MAIN LINE MAINT	0.00	328.17	143483
	5950407	Inflatable test ball	003-8300-320.0737	EJECTOR STATION N MAIN ST	0.00	428.26	143483
	5956073	3x3 stake flag green	002-8200-320.0755	SERVICES MAINT (CURBS)	0.00	15.00	143483
					-----		
					0.00	1,227.14	
06009 F W WEBB CO							
	73797286-3	FG Insul 5-3/8Cts	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	494.52	143484
	74104327	Fittings	003-8330-320.0740	EQUIPMENT MAINT	0.00	15.03	143484
					-----		
					0.00	509.55	
06095 FAMILY CENTER OF WASHINGTON COUNTY							
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	875.00	143485
07127 GOOD BEGINNINGS OF CENTRAL VT							
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	250.00	143486
07055 GOOD SAMARITAN HAVEN							
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	375.00	143487
07100 GREEN MOUNTAIN TRANSIT AGENCY							
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	9,600.25	143488
07006 GREEN MT POWER CORP							
	11292021	Hope Cemetery	001-8500-200.0221	ELECTRICITY-OFFICE	0.00	51.94	143489
	112921	N Main St - Pump Station	003-8300-200.0212	ELECTRICITY NO MAIN ST	0.00	125.34	143489
	11302021	Street lights	001-6060-200.0210	ELECTRICITY	0.00	12,833.37	143489
	113021	Richardson Rd	002-8200-200.0211	ELECTRICITY - RICH RD POL	0.00	42.70	143489
	12022021	Cobble Hill Mdws	002-8200-200.0210	ELECTRICITY - COBBLE HILL	0.00	182.65	143489
	120221	W Cobble Hill	002-8200-200.0209	ELECTRICITY - W CBL HL VA	0.00	42.52	143489
					-----		
					0.00	13,278.52	
07008 GUYS REPAIR SHOP LLC							
	36548	roll line	001-8050-350.1065	SUPPLIES - STS	0.00	16.99	143490
	36551	starter rope	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	5.40	143490
					-----		
					0.00	22.39	
07074 GW LOCKSMITH LLP							
	9258	Adjusted locking mech	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	80.00	143491
09033 IMPACT FIRE SERVICES							
	11028411	Fire Extinguisher inspect	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	283.75	143492
	11028485	Inspection Testing	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	411.25	143492



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	11028629	12 Extinguishers	002-8200-320.0727	BLDG & GROUNDS MAINT	0.00	289.00	143492
	11028641	Fire extinguishers	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	346.75	143492
	11030658	22 Fire ext inspections	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	209.50	143492
	11030791	Fire Extinguishers	001-8500-320.0727	BUILDING MAINT (HOPE)	0.00	103.75	143492
					-----		
					0.00	1,644.00	
09021 IRVING ENERGY							
	10043	Propane	001-7035-330.0836	PROPANE	0.00	801.81	143493
	249169	Exch. Cylinder	001-8500-330.0828	FUEL OIL - OFFICE	0.00	-5.01	143493
	328772	Propane	001-8500-330.0828	FUEL OIL - OFFICE	0.00	110.76	143493
	484644	Propane	001-7035-330.0836	PROPANE	0.00	374.22	143493
	486211	Propane	001-7030-330.0836	PROPANE	0.00	169.76	143493
	500135	Propane	001-7030-330.0836	PROPANE	0.00	193.33	143493
	500572	Propane	001-7030-330.0836	PROPANE	0.00	364.25	143493
					-----		
					0.00	2,009.12	
12049 LCS CONTROLS INC							
	14249	scada software lic upgrad	003-8330-320.0740	EQUIPMENT MAINT	0.00	10,281.00	143494
12099 LEAF							
	12589251	copier lease	001-5010-210.0312	OFFICE MACHINES MAINT	0.00	784.50	143495
12009 LOWELL MCLEODS INC							
	S68371	Sq Hd Set w/hex nut	003-8330-320.0740	EQUIPMENT MAINT	0.00	7.88	143496
	S68547	THD Rod	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	2.40	143496
					-----		
					0.00	10.28	
13061 MAINE OXY							
	32223491	Propane	001-7030-350.1053	SUPPLIES/EQUIPMENT	0.00	216.70	143497
	32377340	Propane	001-7030-350.1053	SUPPLIES/EQUIPMENT	0.00	365.98	143497
	50245150	1 yr lease comm cyl	001-7030-350.1053	SUPPLIES/EQUIPMENT	0.00	483.00	143497
					-----		
					0.00	1,065.68	
13900 MASSACHUSETTS MUNICIPAL ASSOCIATIO							
	MMA 35466	Employ list Police Chief	001-6050-230.0510	ADVERTISING	0.00	150.00	143498
13195 MATTHEW BENDER & CO INC							
	28672461	Land use statute bk	001-8030-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	127.43	143499
13299 MORRIS SCOTT							
	W1049069302	Boots	001-8050-340.0943	FOOTWARE	0.00	122.00	143500
14016 NELSON ACE HARDWARE							
	257709	Wall scraper	001-8050-350.1060	SMALL TOOLS	0.00	7.19	143501
	257748	Hole saw Bit PVC Couple	003-8300-320.0737	EJECTOR STATION N MAIN ST	0.00	27.47	143501

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	257755	hole dozer	003-8300-320.0737	EJECTOR STATION N MAIN ST	0.00	14.39	143501
	257764	Hole dozer	003-8300-320.0737	EJECTOR STATION N MAIN ST	0.00	17.09	143501
	257767	rope	003-8330-320.0740	EQUIPMENT MAINT	0.00	41.38	143501
	257788	wall scraper wire brush	001-8050-320.0742	SNOW EQUIP MAINT	0.00	76.01	143501
	257804	Misc hardware	003-8300-320.0737	EJECTOR STATION N MAIN ST	0.00	8.26	143501
	257851	20'x30' Flag hardware	001-7015-470.1270	MACHINE/EQUIP OUTLAY	0.00	77.67	143501
	257855	20'x30' Flag hardware	001-7015-470.1270	MACHINE/EQUIP OUTLAY	0.00	49.49	143501
	257878	20'x30' Flag hardware	001-7015-470.1270	MACHINE/EQUIP OUTLAY	0.00	34.75	143501
	258109	Thermostat	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	46.79	143501
	258147	Battery	001-8050-340.0941	EQUIPMENT - SAFETY	0.00	8.99	143501
	258212	5' brass nozzle Hose	001-8050-350.1061	SUPPLIES - GARAGE	0.00	36.88	143501
	258213	Returned hose	001-8050-350.1061	SUPPLIES - GARAGE	0.00	-26.09	143501
					0.00	420.27	
14078	NEW ENGLAND AIR SYSTEMS LLC						
	U306507-01	repair duct	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	4,900.00	143503
14121	NORTHFIELD AUTO SUPPLY						
	352167	Air tool lube	003-8330-320.0740	EQUIPMENT MAINT	0.00	13.98	143504
	352513	gasket	001-6040-320.0720	CAR/TRUCK MAINT	0.00	13.41	143504
	352560	bars leak pellet liq	003-8330-320.0743	TRUCK MAINT	0.00	6.29	143504
	352616	OEM Terminals	001-8050-320.0743	TRUCK MAINT - STS	0.00	1.98	143504
	352666	manual transfer pump	003-8330-320.0740	EQUIPMENT MAINT	0.00	54.99	143504
	352692	Pwr steering	001-8050-320.0743	TRUCK MAINT - STS	0.00	19.99	143504
					0.00	110.64	
14055	NORWAY & SONS INC						
	16453	Troubleshoot cat 5 cable	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	100.00	143505
15020	O'REILLY AUTOMOTIVE INC						
	5666-244069	Wiper blades Antifreeze	001-7015-320.0720	CAR/TRUCK MAINT	0.00	37.74	143506
	5666-245949	Thrd lock Antifreeze	003-8330-320.0743	TRUCK MAINT	0.00	83.94	143506
	5666-245949	Thrd lock Antifreeze	003-8330-320.0740	EQUIPMENT MAINT	0.00	24.99	143506
	OPCM-29906	Credit Memo	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	-15.98	143506
					0.00	130.69	
15058	OTIS ELEVATOR CO						
	100400589350	Maint Connector Bldg Aud	001-7020-320.0729	ANNEX MAINT	0.00	188.08	143507
	100400590523	Maintenance Opera house	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	370.16	143507
	100400590711	Maintenance Public Safety	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	291.06	143507
					0.00	849.30	
16074	PEOPLES HEALTH & WELLNESS CLINIC						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	750.00	143508
16027	POSTMASTER						
	120121	PO Box rental fee	001-5070-360.1165	PROGRAM MATERIALS	0.00	204.00	143509

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16102	PR-11/24	Reissue Payroll Transfer	001-2000-240.0006	ANNUITY PAYABLE	0.00	320.00	143510
17002	21354178	Printable tabs popup note	001-8020-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	75.37	143511
18023	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	750.00	143512
18004	3398116	Disposable gloves	003-8330-340.0941	EQUIPMENT - SAFETY	0.00	214.30	143513
19060	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	625.00	143514
19150	7698-3	paint	048-5100-360.1166	ACF POOL DONATION EXPENSE	0.00	3,116.61	143515
19019	11022021	Operating permit fee	001-8050-120.0172	STORMWATER PERMIT FEES	0.00	1,801.60	143516
19211	129954	Audit services	001-5010-220.0410	ANNUAL AUDIT	0.00	19,798.00	143517
19160	W467770	Ice rid plus	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	581.50	143518
	W473493	Toilet ppr Cleaner	001-6043-350.1049	CUSTODIAL SUPPLIES	0.00	284.50	143518
					-----	0.00	866.00
19137	2021CAMCM	Reimb Council owl camera	001-5010-130.0184	CITY COUNCIL'S EXPENSES	0.00	1,289.16	143519
20073	7821928	plow cylinder	001-8050-320.0742	SNOW EQUIP MAINT	0.00	489.86	143520
	7830040	QD femail 1/2" QD male	001-8050-320.0743	TRUCK MAINT - STS	0.00	114.54	143520
					-----	0.00	604.40
20133	107159701110	Internet & Video svc	001-6040-200.0214	PHONE /LANDLINE/INTERNET	0.00	266.81	143521
20002	300148219	Police Chief Ad	001-6050-230.0510	ADVERTISING	0.00	52.00	143522
	300152655	RFP Quilified Engi Firm	003-8330-230.0510	ADVERTISING/PRINTING	0.00	54.59	143522
	300153248	RFP Engi Firm	003-8330-230.0510	ADVERTISING/PRINTING	0.00	54.59	143522
	300154601	Tax Sale 12 Pleasant	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	80.21	143522
	300154602	Tax sale 122 Batchelder	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	85.80	143522

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	300154603	Tax Sale 30 Lawrence	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	80.73	143522
					0.00	407.92	
20020 TWOMBLY OLIVER L							
	1116/2021	15 Blackwell St #3C	001-2000-200.0210	ACCOUNTS PAYABLE	0.00	530.92	143523
	12082021	30 Lawrence Ave	001-2000-200.0210	ACCOUNTS PAYABLE	0.00	618.89	143523
					0.00	1,149.81	
21002 UNIFIRST CORP							
	1070085921	Uniforms	003-8330-340.0940	CLOTHING	0.00	78.25	143524
	1070085921	Uniforms	003-8330-320.0743	TRUCK MAINT	0.00	12.48	143524
	1070085921	Uniforms	003-8300-340.0940	CLOTHING	0.00	34.13	143524
	1070085922	Uniforms	001-7020-340.0940	CLOTHING	0.00	61.82	143524
	1070085922	Uniforms	001-8500-340.0940	CLOTHING	0.00	23.17	143524
	1070085922	Uniforms	001-6043-340.0940	CLOTHING	0.00	23.97	143524
	1070085922	Uniforms	001-7015-340.0940	CLOTHING	0.00	11.03	143524
	1070085922	Uniforms	001-7030-340.0940	CLOTHING	0.00	55.79	143524
	1070085924	Uniforms	002-8220-340.0940	CLOTHING	0.00	74.51	143524
	1070085925	Uniforms	001-8050-340.0940	CLOTHING	0.00	228.25	143524
	1070085925	Uniforms	002-8200-340.0940	CLOTHING	0.00	99.91	143524
	1070085925	Uniforms	001-8050-320.0743	TRUCK MAINT - STS	0.00	82.56	143524
	1070085925	Uniforms	003-8300-340.0940	CLOTHING	0.00	95.21	143524
					0.00	881.08	
21017 UNUM LIFE INS CO OF AMERICA							
	12012021	Prem 12/01-12/31/21	001-2000-240.0017	LIFE PAYABLE	0.00	1,871.40	143526
	12012021	Prem 12/01-12/31/21	003-8300-110.0152	LIFE INSURANCE	0.00	155.49	143526
	12012021	Prem 12/01-12/31/21	002-8220-110.0152	LIFE INS	0.00	144.76	143526
	12012021	Prem 12/01-12/31/21	001-9020-110.0152	LIFE INSURANCE	0.00	3,721.70	143526
	12012021	Prem 12/01-12/31/21	002-8200-110.0152	LIFE INS	0.00	157.49	143526
	12012021	Prem 12/01-12/31/21	001-9020-110.0152	LIFE INSURANCE	0.00	43.41	143526
	12012021	Prem 12/01-12/31/21	003-8330-110.0152	LIFE INSURANCE	0.00	142.12	143526
					0.00	6,236.37	
21003 US POSTMASTER							
	12012021	water/sewer permit 101	003-8300-360.1163	METER POSTAGE	0.00	950.00	143527
	12012021	water/sewer permit 101	002-8200-360.1163	METER POSTAGE	0.00	950.00	143527
					0.00	1,900.00	
22013 VERMONT DEPT OF HEALTH							
	120221	License fee	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	105.00	143528
22138 VT ASSOC FOR BLIND & VISUALLY IMPA							
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	250.00	143529

12/10/21  
11:36 am

12-14-2021 Council Packet  
City of Barre Accounts Payable  
Warrant/Invoice Report # 22-25

By check number for check acct 01 (GENERAL FUND) and check dates 12/10/21 thru 12/10/21

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
-----							
22040	VT CENTER FOR INDEPENDENT LIVING						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	750.00	143530
23050	W B MASON CO INC						
	225684352	Face mask Dustpan Broom	001-7020-350.1049	CUSTODIAL SUPPLIES	0.00	27.37	143531
	225684352	Face mask Dustpan Broom	001-7030-350.1049	CUSTODIAL SUPPLIES	0.00	27.37	143531
	225684352	Face mask Dustpan Broom	001-7015-370.1380	COVID-19 MATERIALS	0.00	119.92	143531
					-----	-----	
					0.00	174.66	
23064	WASHINGTON COUNTY DIVERSION PROGRA						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	625.00	143532
23059	WASHINGTON COUNTY MENTAL HEALTH						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	2,500.00	143533
23033	WCYSB						
	12012021	2nd qtr appropriations	001-9110-220.0425	VOTER APPROVED ASS EX	0.00	1,250.00	143534
23450	WHITE + BURKE REAL ESTATE ADVISORS						
	13894	professtional services	050-5830-360.1161	2020 \$1.7M BOND EXP DPW I	0.00	360.00	143535
23031	WORLD THE						
	W521916	Granite City Shoot Out	051-0280-360.1165	SEMP VCF TRUST PROJECTS	0.00	318.90	143536
25112	XTREME EXCAVATION LLC						
	1334	paving Prospect St	050-5900-360.1165	PROJECT MATERIALS	0.00	37,159.00	143537
25001	YIPES! CORP OF CENTRAL VERMONT INC						
	25180	Graphics & Tire change	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	100.00	143538
	25180	Graphics & Tire change	050-5100-120.0180	EQUIPMENT EXPENSE	0.00	1,320.00	143538
					-----	-----	
					0.00	1,420.00	

12/10/21  
11:36 am

12-14-2021 Council Packet  
City of Barre Accounts Payable  
Warrant/Invoice Report # 22-25

By check number for check acct 01 (GENERAL FUND) and check dates 12/10/21 thru 12/10/21

Vendor

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

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2011,070.82  
=====

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 \$ \*2,011,070.82  
Let this be your order for the payments of these amounts.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# City of Barre, Vermont

*“Granite Center of the World”*

**ACTION ITEM BRIEFING MEMO  
CITY COUNCIL AGENDA ITEM  
CITY COUNCIL AGENDA: 05-18-21**

**Action Item No. 3.D**

**AGENDA ITEM DESCRIPTION:**

Authorize Manager to Execute Step III (Design) Agreement for Design of No. Main St. Pump Station

**SUBJECT:** North Main St. Pump Station (NMPS)

**SUBMITTING DEPARTMENT/PERSON:** City Manager

**STAFF RECCOMENDATION:** Authorize Execution of the Agreement

**STRATEGIC OUTCOME/PRIOR ACTION:** Capital Replacement of the NMPS

**EXPENDITURE REQUIRED:** \$31,600

**FUNDING SOURCE(S):** 2019 \$2.5M Bond  
Step II Clean Water State Revolving Funds Loan (CWSRF)

**LEGAL AUTHORITY/REQUIREMENTS:** City Procurement Policy

**BACKGROUND/SUPPLEMENTAL INFORMATION:**

Council has previously approved the State CWSRF Loan Application

This is the underlying Standard Form Design Agreement which has been reviewed and now pre-approved by the Vermont Department of Environmental Conservation. (DEC)

**LINK(S):** None

**ATTACHMENTS:** Standard Form Design Agreement

**INTERESTED/AFFECTED PARTIES:**

City Council, Department of Public Works, State of VT DEC, Dufresne Group

**RECOMMENDED ACTION/MOTION:**

*“Authorize Manager to Execute the Step II No. Main St Pump Station Design Agreement”*

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

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
City of Barre \_\_\_\_\_ (“Owner”) and  
Dufresne & Associates, P.C. (d/b/a Dufresne Group) \_\_\_\_\_ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
North End Pump Station Improvements – Wastewater Pump Station Replacement \_\_\_\_\_ (“Project”).

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

Engineer's services under this Agreement are generally identified as follows: Final Design of Pump Station  
Improvements

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. *Contractor*—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 B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **NOT USED**~~
- ~~E. Exhibit E, Notice of Acceptability of Work. **NOT USED**~~
- ~~F. Exhibit F, Construction Cost Limit, **NOT USED**~~
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- ~~I. Exhibit I, Limitations of Liability **NOT USED**~~
- ~~J. Exhibit J, Special Provisions. **NOT USED**~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

### 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: \_\_\_\_\_  
Print name: **Naomi Johnson, PE**  
Title: **President**  
Date Signed: \_\_\_\_\_

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

State of: \_\_\_\_\_

Address for Owner's receipt of notices:  
**6 North Main Street, Suite 1**  
**Barre, Vermont 05641**

Address for Engineer's receipt of notices:  
**56 Main Street, Suite 100**  
**Springfield, Vermont 05156**

Designated Representative (Paragraph 8.03.A):  
**Bill Ahearn, PE**  
Title: **Director of Public Works**  
Phone Number: **802.477.1458**  
E-Mail Address: [pwdirector@barrecity.org](mailto:pwdirector@barrecity.org)

Designated Representative (Paragraph 8.03.A):  
**Naomi Johnson, PE**  
Title: **President**  
Phone Number: **802.674.2904**  
E-Mail Address: [njohnson@dufresnegroup.com](mailto:njohnson@dufresnegroup.com)

**DEC CERTIFICATION PAGE**PROJECT NAME: Final Design Phase for North End Wastewater Pump Station ImprovementsPROJECT LOCATION: Barre, Vermont

APPLICANT &amp; 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)
<b>1. Step 0 – Feasibility Study</b>		LS/NTE
<b>2. Step I – Preliminary Engineering</b>		
a. Preliminary Engineering Report Services		LS/NTE
b. Environmental Information Document Services		LS/NTE
c. <b>Additional Services included in Step I (include additional lines and itemize each item separately)</b>		LS/NTE
<b>3. Step II – Final Design</b>		
a. Basis of Final Design and Final Design Plans and Contract Documents	\$23,150	LS/NTE
b. <b>Additional Services included in Step II (include additional lines)</b>	\$8,450	LS/NTE
<b>4. Step III</b>		
a. Bid Phase Services		LS
b. Construction Phase Services		LS
c. Resident Project Representative Services		NTE
d. Post Construction Phase Services		LS
e. <b>Additional Services included in Step III (include additional lines)</b>		LS/NTE
<b>5. Total Engineering Costs</b>		
<b>6. Construction Costs</b>		
a. Contract 1		
b. Small Purchase		

<b>c. Additional Items (include additional lines)</b>		
<b>7. Total Project Cost</b>		
<b>8. Total Bond Amount</b>		

**SCOPE OF SERVICES**

The scope of services can be found in the following pages of the contract: Appendix A, Pages 1-2.

**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
<b>30%</b>		
<b>60%</b>	October 15, 2021	60% Plans & Specs
<b>90%</b>	December 3, 2021	90% Plans & Specs
<b>Final</b>	December 31, 2021	100% Plans & Specs

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: Dufresne Group

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Engineer Date

Naomi Johnson, PE – President, Dufresne Group

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Name and Title

City of Barre

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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



This is **EXHIBIT A**, consisting of [7] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ] .

## **Engineer's Services**

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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 (Not Used)*

A1.02 *Preliminary Design Phase (Not Used)*

A1.03 *Final Design Phase*

#### I. GENERAL:

- A. DG shall perform customary civil, process, electrical and instrumentation engineering and project management services during the final design phase of the City of Barre's (CLIENT) North End Pump Station Improvements (PROJECT).

#### I. FINAL DESIGN – BASIC SERVICES:

- A. Prepare detailed drawings, specifications and contract documents for a single construction contract. These documents will be suitable to obtain approval from State and Federal funding agencies as well as define the character and extent of construction activities required for public advertisement for bids for construction. Specifications and contract documents will be based on 16 Division documents as defined by the Construction Specifications Institute (CSI) with EJCDC Division 0 documents.

The PROJECT is based on a single construction contract to include the following:

1. New submersible pump station on the North side of North Main Street. Complete with a valve pit, standby generator, and parking area.
2. A new three phase electrical service to the proposed site.
3. Relocation of approximately 100 LF of water main to gain separation distance.
4. Radio based telemetry for pump station alarms.

Based on this extent of anticipated construction the following drawings are envisioned:

1. Cover Sheet
2. General Notes, Legend and Abbreviations
3. Demolition Plan
4. Site Layout and Grading Plan

5. Pump Station Plan and Elevation Views
  6. Details and Sections
  7. Electrical and Instrumentation Sheets (3)
- B. Provide an itemized estimate of construction costs based on the final design documents. Provide the CLIENT with an estimate of the Total Project Costs for the project including construction, engineering, contingencies and other project related costs. Construction costs will be revised and provide at the 60%, 90%, and final submission stages.
  - C. Submit 60% and 90% plans and specifications to the CLIENT and the State of Vermont's Water Investment Division for review and comment.
  - D. Review received comments from the 60% and 90% reviews and address any concerns to seek approval from these organizations.
  - E. Provide a 100% set of plans and specifications to the Water Investment Division with a request for authorization to bid. Upon authorization, provide the CLIENT with two sets of 100% complete plans, specifications, and contract documents upon approval from review agencies.
  - F. Provide funding assistance including drafting funding applications and developing supporting documents.

## II. FINAL DESIGN – SPECIAL SERVICES

- A. Conduct or obtain surface borings with split spoon sampling at 4-6 locations at the proposed pump station site, to depths of 20 ft or refusal.
- B. Conduct and attend up to two meetings with the CLIENT and State officials during the final design phase of this project, including at the 60/90% completion points. Prepare meeting minutes and distribute to attendees.
- C. Assist the CLIENT in making application for the following permits:
  - 1) City of Barre Zoning Permit – Provide assistance to the City's representatives only, not meeting attendance is included.
  - 2) Vermont Agency of Transportation Railway Access and Work Permit – A site visit with rail division representatives is included.

Any permitting or review fees shall be paid directly by the CLIENT.

- D. Prepare PDF documents for presentation at a Finding of No Significant Impact (FONSI) hearing and attend the hearing to be available for questions and public discussion.

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*

- 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
  - 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.
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 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-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. Submit CWSRF Funding Application for Final Design w/ Draft ESA .....July 26, 2021
  - B. Receive Authorization to Proceed by .....August 23, 2021
  - C. 60% Review Submittal & Meeting by .....October 15, 2021
  - D. 90% Review Submittal & Meeting by ..... December 3, 2021
  - E. Permit Submittals by .....December 17, 2021
  - F. Submit 100% Plans and Specs by .....December 31, 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.

This is **EXHIBIT B**, consisting of [3] 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: [REDACTED] ***[List any other Owner responsibilities here.]***

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, as follows:
1. A Lump Sum amount of \$[23,150] based on the following estimated distribution of compensation:
    - a. Final Design Phase \$[23,150]
  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 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**

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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 – 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 \$[8,450] based on the following estimated distribution of compensation:
    - a. Final Design Phase \$[8,450]
  5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
  6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.
  7. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of [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 [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ] .

**APPENDIX 1 TO EXHIBIT C  
SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2021**

**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-\$110.00 " "
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, 2021.





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

## Insurance

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

### G6.05 Insurance

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

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$[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

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]

B. Additional Insureds:

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

a. [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.

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

## **Dispute Resolution**

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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 K**, consisting of [2] 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: \_\_\_\_\_



# City of Barre, Vermont

*“Granite Center of the World”*

**ACTION ITEM BRIEFING MEMO  
CITY COUNCIL AGENDA ITEM  
CITY COUNCIL AGENDA: 12-14-21**

**Consent Item No.:** \_\_\_\_\_ **Discussion Item No.** \_\_\_\_\_ **Action Item No.** 9A

**AGENDA ITEM DESCRIPTION:**

*Warning 7:15 PM - #2021-06 First Reading Ch. 3 Animal and Fowl Ordinance*

**SUBJECT:**

*Same*

**SUBMITTING DEPARTMENT/PERSON:**

*Carol Dawes, clerk/treasurer, on behalf of Animal and Fowl Task Force*

**STAFF RECOMMENDATION:**

*Review proposed ordinance revisions. Approve moving to second reading and public hearing*

**STRATEGIC OUTCOME/PRIOR ACTION:**

*Not applicable*

**EXPENDITURE REQUIRED:**

*None.*

**FUNDING SOURCE(S):**

*Not applicable.*

**LEGAL AUTHORITY/REQUIREMENTS:**

*BARRE CITY CHARTER: Sec. 104. General Corporate powers. (a) The city shall have all the powers granted to towns and municipal corporations by the constitution and laws of this state together with all the implied powers necessary to carry into execution all the powers granted; it may enact ordinances not inconsistent with the constitution and laws of the State of Vermont or with this charter, and impose penalties for violation of those ordinances as allowed in 24 V.S.A. § 1974a, in addition to the costs of prosecution.*

**BACKGROUND/SUPPLEMENTAL INFORMATION:**

*The Animal and Fowl Task Force was created by the Council at its November 10, 2020 meeting, and appointed task force members at its December 22, 2020 meeting. The charge of the task force was “...to review other changes [to the ordinance] that have been proposed [including] requested changes to the poultry sections.” (from 11/10/20 minutes)*

*The task force presented a first draft to the Council at its August 24, 2021 meeting, and discussed initially proposed revisions. The attached draft has been reviewed by the City Attorney, and his recommendations have been incorporated.*

**LINK(S):**

*Not applicable*

**ATTACHMENTS:**

*#2021-06 draft revisions of Ord. Ch. 3 Animals and Fowl*

**INTERESTED/AFFECTED PARTIES:**

*City residents, animal owners, enforcement personnel, Health Officer, Animal Control Committee, Planning & Zoning Department, Clerk's office*

**RECOMMENDED ACTION/MOTION:**

*Approve moving to second reading and public hearing scheduled for December 21, 2021.*

**Chapter 3 -- ANIMALS AND FOWL**  
(chapter revised 4/26/16, 11/24/20)  
**#2021-06**

The City Council of the City of Barre, Vermont will hold a first reading on Tuesday, December 14, 2021 at 7:15 P.M. in the City Council Chambers to discuss the following revision to the Code of Ordinances, Chapter 3 – Animals and Fowl, as follows:

The City Council of the City of Barre hereby ordains that the Code of Ordinances of the City of Barre, Vermont is hereby amended by revising Chapter 3 – Animals and Fowl, to read as follows:

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

**ARTICLE I. GENERAL PROVISIONS. Secs. 3-1 – 3-5.**

**ARTICLE II. DEFINITIONS. Sec. 3-6.**

**ARTICLE III. ADMINISTRATION, APPEALS & ENFORCEMENT. Secs. 3-7 - 3-~~[14]~~**  
**10.**

**ARTICLE IV. OWNERS/KEEPERS RESPONSIBILITIES. Secs. 3-~~[15]~~ 11 – 3-~~[40]~~ 21.**

**ARTICLE V. ANIMAL QUARANTINE AND IMPOUND. Secs. 3-~~[40]~~ 22 – 3-~~[42]~~ 23.**

**ARTICLE VI. ANIMAL CONTROL COMMITTEE. Sec. 3-~~[43]~~ 24.**

**ARTICLE VII. EXEMPTIONS. Sec. 3-~~[44]~~ 25**

**ARTICLE I. GENERAL PROVISIONS**

**Sec. 3-1. Authority.**

The city council has enacted this ordinance under the authority granted to the city through its Vermont Statutes Annotated, 24 V.S.A. Chapter 59, **authority under 24 V.S.A. § 2291(10) and authority under 20 V.S.A. § 3549.**

**Sec. 3-2. Purpose.**

The purpose of this ordinance is to protect, preserve and promote the health, safety, and welfare of all citizens of the city through establishment of an enforceable ordinance regarding animals maintained and/or visiting within the city limits. Additionally, this ordinance establishes a complaint/reporting process that is equitable to ~~[both the]~~ **all** parties ~~[ and the animal owner alike].~~

**Sec. 3-3. Severability.**

If any section of this ordinance is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance.



**Sec. 3-4. Effective Date of Ordinance.**

Amendments to this ordinance shall be effective twenty (20) calendar days after the adoption (by majority vote of the city council) and shall remain in effect until repealed or amended in accordance with the city charter (sec. 107 and 108).

**Sec. 3-5. Designation of Effect**

This ordinance shall constitute a civil ordinance within the meaning of 24 V.S.A., Chapter 59.

**ARTICLE II. DEFINITIONS****Sec. 3-6. Definitions.**

For the purposes of this chapter definitions of the terms, phrases, words and their derivations shall be as defined in chapter 1, section 1-2 of the code of ordinances, the City of Barre, Vermont. Otherwise, the following listed words shall have the meanings indicated:

**ANIMAL** means every living being, not human or plant.

**ANIMAL HOSPITAL** means an establishment conducted by a licensed veterinarian, for the care, or care and boarding of animals.

**ANIMAL YARD** means every enclosure, **kennel**, shed or structure used to confine, keep and/or house animals, domestic quadrupeds, **poultry**, or wild animals~~, and also a kennel~~.

**AT LARGE** means off the premises of the owner or keeper, or the premises of another person who has been given permission for the animal to be at-large, or outside of a designated dog park, and not under the control of the owner, a member of their immediate family or the keeper, either by leash, collar, or chain.

**CAT** means both male and female of the genus felis.

**DOG** means both male and female of the genus canis. Dog can also mean any animal which is considered to be a wolf-hybrid as defined by state law.

**DOG PARK** means a location established by the City Council for dogs to exercise and play off-leash in a controlled environment under the supervision of their owners.

**DOMESTIC QUADRUPED** means animals used for labor, transportation or riding including but not limited to cows, goats, horses, pigs, sheep and rabbits. Domestic Quadrupeds are not dogs or cats.

**ENFORCEMENT OFFICER** when used herein shall mean any health officer, code enforcement officer, animal control officer, pound keeper or other individual specifically designated by the City Council to enforce the provisions of this chapter.

**INDIGENOUS ANIMALS means wild animals that are native to Vermont.**

**KEEPER** means any person, other than the owner, that has the possession and control of an animal. Persons who are involved in programs such as Trap, Neuter & Return (TNR) shall not be considered keepers.

**KENNEL** means an enclosure or structure, other than a building used as a human residence, or an animal hospital or pet shop, used to confine two (2) or more dogs or cats.

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**OWNER** means any person or persons, firm, association or corporation owning, keeping or harboring an animal. Persons involved in programs such as Trap, Neuter & Return (TNR) shall not be considered owners.

**PET SHOP** means an establishment for selling dogs, cats, birds, fish, hamsters or other small animals for profit.

**POULTRY** means domesticated [~~birds used as a source of food, either eggs or meat, for sport or for their feathers~~] **fowl, such as chickens, turkeys, ducks, and geese.**

**POULTRY ENCLOSURE** means every enclosure, shed or structure used to confine, keep and/or house poultry.

**STATE OR STATE LAW shall mean Vermont.**

**VICIOUS ANIMAL** shall mean any animal which attacks or bites a person or other domestic pet while the animal is off the premises of the owner or keeper, and the person or pet attacked or bitten requires medical attention. Vicious animal complaints shall be investigated pursuant to Sec. 3-~~43~~**24**(b).

**WILD ANIMAL** means an animal which is not, by custom in the state devoted to the service of human beings, excluding birds, fish, guinea pigs, hamsters, small amphibians, turtles and earthworms. An exotic wild animal is a wild animal not indigenous to the state. (Ord. No. 1966-3, Sec. 1.1.01, 6-12-73, Ord. No. 1983-1, 1-13-83, Ord. No. 2010-01, 7-6-10)

### **ARTICLE III. ADMINISTRATION, APPEALS & ENFORCEMENT**

#### **Sec. 3-7. Duties and Powers**

a. The city manager shall appoint the chief inspector who shall hereby be authorized and directed to administer and enforce the provisions of this ordinance. The chief inspector shall have the authority to render interpretations of the ordinance. Such interpretations, policies and procedures shall be in compliance with the intent of this ordinance.

b. The chief inspector may delegate this authority to any enforcement officer.

c. The city manager shall make all necessary and appropriate arrangements for the impounding of animals; this may be done by utilizing outside resources that would be contracted by the city for the containment of animals (such as private kennels and animal hospitals) and shall, if necessary, appoint a pound-keeper. (Ord. No. 2010-01, 7-6-10)

d. As a condition of owning or keeping an animal within city limits the individual agrees that the enforcement officer may with the owner's consent or when otherwise authorized by law enter upon the premises, for the purpose of inspecting the premises to determine compliance with the provisions of this article.

#### **Sec. 3-8. Enforcement Process, Appeals and Penalties**

##### a. Complaint Initiation

1. A person must complete the paper or electronic complaint form.

2. Forms must be signed and dated in order to investigate the complaint.

i. [~~Contact information must be provided which shall be kept confidential.~~]

- ii. Complaint form must be returned to City Hall or the Public Safety Building for review physically or electronically.
        - iii. Handwriting must be legible.
  3. Complaints will be investigated within 5 business days of receipt by the enforcement officer.
  4. Frivolous complaints shall be a violation of this ordinance. A frivolous complaint shall be one in which there is no basis for the complaint outlined within this ordinance and this is known to the complainant at the time of submission of the complaint.
- b. Written Notice of Violation
  1. Where a violation of this ordinance exists, the enforcement officer shall issue written documentation notifying the party responsible of the existence of the violation(s). The written notification shall include the following:
    - i. Summary of violation.
    - ii. Specific Ordinance and or State Statute violated.
    - iii. Actions taken by the enforcement officer. This may include seizure of the animal or animals.
    - iv. Specific actions needed to remedy the violation, which may include any accumulated fines or fees.
    - v. Time frame allowed for remediation.
    - vi. Actions to be taken by enforcement officer if not remediated. This may include seizure of the animal or animals.
    - vii. Appeals process language in this ordinance.
- c. Appeals
  1. An individual may appeal the enforcement officer's decision in writing to the chief inspector within 5 business days of receiving the notice of violation. Once received the chief inspector will provide a written determination within 5 business days.
  2. The aggrieved party may further appeal the Animal Control Committee within 5 business days of receiving the chief inspector's determination.
  3. Additional appeals would be made to the Vermont Superior Court Civil Division. Pursuant to 20 V.S.A. 3550(i).
  4. The appeals process will not prevent the enforcement officer from completing the required actions set forth in this ordinance or those required by state statute or the Vermont Health Code.
- d. Penalties
  1. An enforcement officer may issue, or direct to have issued, a Municipal Complaint and pursue enforcement before the Judicial Bureau in accordance with the provisions of 24 V.S.A. §1974 and §1977 with penalties as prescribed below:
    - i. A first offense in any twelve month period shall be punishable by a fine of \$150.00. The waiver fee shall be \$100.00.
    - ii. second offense in any twelve month period shall be punishable by a fine of \$250.00. The waiver fee shall be \$200.00.

- iii. Third and subsequent offenses in any twelve month period shall be punishable by a fine of \$500.00. The waiver fee shall be \$300.00. An enforcement officer may also issue and order to revoke the license or permit to the Chief inspector, which is subject to Sec. 3-9. Appeals. of this chapter.
2. An enforcement officer may notify the City Attorney of the violation, who can take action in Superior Court seeking injunctive relief with penalties as prescribed by law.
3. Each day that a violation continues after the initial notice shall constitute a separate offense.

This ordinance does not stop certified law enforcement officers from issuing civil and criminal citations in accordance with state law.

**Sec. 3-9. License—Required for dogs.**

All dogs and wolf-hybrids shall be licensed in accordance with 20 V.S.A § 3581.

**Sec. 3-10. Exhibitions or parades; permit required; fee imposed; investigation thereof.**

Exhibitions or parades of animals which are *ferae naturae* (wild) in the eyes of the law may be conducted only upon securing a permit from the city clerk. Forms for all licenses and permits and applications therefore shall be prepared by the city clerk. Before a permit is granted, the police department shall investigate to determine whether such exhibition or parade will be conducted so that there is no risk of harm to any person or property. Once the permit is approved by the police department, it shall be considered for approval by the city clerk. The fee for the permit shall be designated by the city council and upon adoption of the rates the council shall publish in the local newspaper the rate change thirty (30) days prior to the effective date of the rate change. The permit shall expire at the end of the exhibition or parade, or one month after issuance, whichever time is the earlier. (Ord. No. 1966-3, Sec. 2.1.03, 6-12-73, Ord. No. 2005-1, 8/18/05, Ord. No. 2010-01, 7-6-10)

**ARTICLE IV. OWNERS/KEEPERS RESPONSIBILITIES**

**Sec. 3-11. Ownership; termination.**

A person who is the owner of an animal shall be deemed to continue to be its owner until they have sold or donated their right, title and interest in such animal to another person, or, in case of an indigenous wild animal, until the animal has escaped and has returned to its natural state. (Ord. No. 1966-3, Sec. 1.1.02, 6-12-73)

**Sec. 3-12, Keeper; termination.**

A person who is the keeper of an animal shall be deemed to continue to be its keeper until he/she has returned such animal to the custody and control of its owner, and in the case of an indigenous wild animal, until it has been returned to the custody and control of the owner or has escaped and returned to its natural state. (Ord. No. 1966-3, Sec. 1.1.02, 6-12-73)

### **Sec. 3-13. Animal bites.**

It shall be the duty of every person bitten, or parent or guardian to report to the city health officer within twenty-four (24) hours the name, address and telephone number of the owner or keeper of the animal which bit the person and the complete circumstances. **After second violation, the offending animal must be removed from city limits, either by euthanasia or rehoming.** (Ord. No. 2010-01, 7-6-10)

### **Sec. 3-14. Exposure to public prohibited if infected with contagious disease.**

An owner or keeper of an animal affected with a contagious or infectious disease shall not expose such animal in a public place whereby the health of other animals is affected, nor harbor an animal under quarantine, pursuant to section 3-22 of this chapter, in or on any part of any premises open to public visitors. (Ord. No. 1966-3, Sec. 3.2.01, 6-12-73, Ord. No. 2010-01, 7-6-10)

### **Sec. 3-15. Nuisance animals.**

No owner, keeper or other person having control shall permit an animal to be a nuisance animal. For the purposes of this section, nuisance animal means any animal or animals which:

- (1) Molests or harasses passersby or passing vehicles, or otherwise creates a public safety hazard;
- (2) Attacks other animals;
- (3) Damages property other than that of its owner;
- (4) Defecates off the premises of the animal's owner, and the owner, or other individual in control of the animal, fails to remove such deposit immediately;
- (5) Barks, whines, howls, cries, or makes a noise commonly made by such animals in an excessive and continuous fashion so as to disturb the peace and quiet of any other person. (Ord. No. 2010-01, 7-6-10)
- (6) Causes persistent odors perceptible at the property boundaries that are not temporary in nature.

**(7) The property owner shall take all necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites that may result in unhealthy conditions to human habitation.**

**(8) If an animal dies, it must be disposed of promptly and in a sanitary manner.**

### **Sec. 3-16. Running at large, use of sidewalks and streets, etc.; regulations.**

(a) It shall be unlawful to permit any owned animal or indigenous wild animals to run at large in the city except for cats. Any such animal found running at large may be impounded.

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(b) It shall be unlawful at any time to permit any domestic quadruped, exotic wild animals or indigenous wild animals to use a sidewalk within the city, or to lead any such animal thereon, or to ride any such animal thereon, except to enter or leave a street or other public highway.

(c) Between sunset and sunrise it shall be unlawful to keep, lead, drive or ride any domestic quadrupeds in the streets or public highways of the city, unless such animal is in a properly lighted vehicle, or is so illuminated as to be visible at a distance of not less than one hundred (100) feet, or is lawfully upon a sidewalk, or crossing a street or public highway by the shortest possible route, or is off the traveled portion of the street or highway.

(d) No domestic quadrupeds, poultry, exotic wild animal or indigenous wild animal shall be permitted in any public park or cemetery in the city without permission of the council. It shall be unlawful to keep or allow to remain any such animal in any such park or cemetery without such permit. (Ord. No. 1966-3, Sec. 3.3.01, 6-12-73)

(e) No animal shall be permitted in any part of a city owned cemetery within a 20 foot radius of a gravestone, monument, or marker without the permission of the Council. (Ord. No. 2010-01, 7-6-10)

(f) Exceptions: Dogs may be off leash in a dog park and in the cow pasture in accordance with the rules set forth by the dog park and cow pasture committees.

**Sec. 3-17. Collars on dogs and collars or microchips for cats required; rabies tag to be worn.**

All dogs and cats kept and harbored within the city shall wear a collar or harness when off the premises of the owner. All dogs and cats traveling through or visiting within the city shall wear a collar or harness at all times while in public areas. The collar or harness shall have firmly attached thereto the name and address of its owner, its current rabies tag, and a current license tag. If a Radio Frequency Identification (RFID) microchip containing owner information has been implanted it is not necessary for the dog [or cat] to wear an attached name plate. (Ord. No. 1966-3, Sec. 3.2.01, 6-12-73, Ord. No. 2010-01, 7-6-10)

~~**Sec. 3-18. Animal yards; prohibited in certain areas; waiver; duty of operator.**~~

~~(a) It shall be unlawful to maintain within the city, any animal yard within thirty (30) feet of any building used for residential purposes by anyone other than the person maintaining the animal yard, members of the household, or an adjoining property owner who has waived the provisions of this section with respect to their residence. Such waiver shall be in writing and filed with the health officer. Provided, however, that this subsection shall not apply to a kennel, pet shop or animal hospital, which is located in the commercial zone or industrial zone of the zoning ordinances of the city, or which, on the effective date of this ordinance, lawfully exists in a residential zone.~~

~~(b) It shall be the duty of every person maintaining an animal yard to keep the same clean and sanitary and free from all refuse. Refuse from such yards shall be collected daily and kept in~~

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~~airtight containers until disposed of by burying, removed to a disposal area outside the premises, or applied as a fertilizer or mulch. (Ord. No. 1966-3, Sec. 3.1.01, 6-12-73, Ord. No. 2010-01, 7-6-10)~~

~~(e) Animal yards shall not apply to poultry. For requirements on poultry enclosures see Sec. 3-25(d).]~~

~~[Sec. 3-19. Cruelty to animals.~~

~~A person that commits the crime of cruelty to animals as outlined in 13 V.S.A., Chapter 8 Sec. 352 shall be considered in violation of this ordinance. (Ord. No. 2010-01, 7-6-10)]~~

**Sec. 3-[20] 18. Poultry.**

(a) Number **and types** of poultry allowed: The maximum number of poultry allowed is fifteen (15) and shall be based on providing three (3) square feet of space in the ~~[enclosure]~~ **coop (maximum 45 sq ft)** and four (4) square feet of fenced area per bird, regardless of how many dwelling units are on the lot. **Only female chickens are allowed.** A variance may be requested in writing to the officer Health Officer, who will take into consideration any complaints from abutters and may bring any variance for consideration before the animal control committee.

~~[(b) Only female chickens are allowed. Poultry species are limited to chickens, turkeys and quail.]~~

~~[(e) **b) Commercial Restrictions.** [The sale of poultry eggs/the breeding of poultry]:~~

~~1) [Prior to the sale of poultry eggs the owner must register his/her home as a home business occupancy with the city planning and permitting office.] **See Unified Development Ordinance, section 3204, Home Business (p. 115) for sale of any product.** [Persons that engage in the sale of eggs shall follow all applicable state health and food handling laws.] **No persons shall engage in poultry breeding, or fertilizer production for commercial purposes. The sale of eggs shall follow all applicable state health and food handling laws.**~~

~~2) [No person shall engage in poultry breeding or fertilizer production for commercial purposes.]~~

~~(d) [Poultry enclosures shall meet the following requirements:~~

~~1) Poultry must have access to an enclosure or poultry tractor, or be kept in a fenced area (poultry pen) at all times during daylight hours. Enclosures must be clean, dry and odor-free, kept in a neat and sanitary condition at all times, and in a manner that will not disturb the use and enjoyment of neighboring lots due to noise, odor or other adverse impact.]~~

~~2) [Poultry shall be secured within an enclosure during non-daylight hours. The structure shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with~~

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~~predator and bird proof wire of less than one (1) inch openings. The use of waste board, or other waste materials is prohibited. The henhouse must be well maintained.]~~

- 3) ~~[All poultry enclosures such as henhouses, shed enclosures, and poultry tractors, shall be a minimum of ten (10) feet from any and all property lines. They must also be a minimum of thirty (30) feet from an occupied dwelling other than the owner's occupied dwelling.]~~

- a. ~~[In the case where the lot is a rental property, the applicant must also obtain signature from the lot owner acknowledging what is being requested.]~~
- b. ~~In the case of a multiple unit structure (apartments) the poultry enclosure must be a minimum of thirty (30) feet from the entire occupied structure, even if the owner resides in the multiple unit (apartment) structure.]~~

- 4) ~~[Poultry enclosures shall not exceed forty five (45) square feet in size.]~~

~~(e) [Odor and noise impacts. Odors from poultry, poultry manure, or other poultry related substances shall not be perceptible at the property boundaries. Perceptible noise from poultry shall not be loud enough at the property boundaries to disturb persons or reasonable sensitivity.]~~

~~(f) [Predators, rodents, insects, and parasites. The property owner, and/or poultry owner shall take all necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites that may result in unhealthy conditions to human habitation.]~~

~~(g) [Feed and water. Poultry must be provided with access to feed and clean water at all times; such feeds and water shall be unavailable to rodents, wild birds and predators.]~~

- ~~1) Ponds /swimming areas provided for poultry shall be prohibited.]~~

~~(h) [Waste storage and removal. Provision must be made for the storage and removal of poultry manure. All stored manure shall be covered by a fully enclosed container or compost bin. No more than one (1) thirty (30) gallon container of manure shall be stored on any one property housing poultry. All other manure shall be removed. Ground composting of poultry manure shall not be allowed (i.e. placing manure on the ground and mixing with hay or wood chips).]~~

~~(i) [If a poultry dies, it must be disposed of promptly in a sanitary manner.]~~

### **Sec. 3-~~[18]~~ 19. Animal yards; prohibited in certain areas; waiver; duty of operator.**

(a) It shall be unlawful to maintain within the city, any animal yard **less than ten (10) feet from any and all property lines, and less than** ~~[within]~~ thirty (30) feet ~~[of]~~ **from** any building used for residential purposes by anyone other than the person maintaining the animal yard, members of the household, or an adjoining property owner who has waived the provisions of this section with respect to their residence. Such waiver shall be in writing and filed with the health officer. Provided, however, that this subsection shall not apply to a **licensed commercial** kennel, pet shop or animal hospital, which is located in the commercial zone or industrial zone of the zoning



ordinances of the city, or which, on the effective date of this ordinance, lawfully exists in a residential zone.

**(b) In the case where the lot is a rental property, the applicant must also obtain signature from the lot owner acknowledging what is being requested. In the case of a multiple unit structure (apartments) the enclosure must be a minimum of thirty (30) feet from the entire occupied structure, even if the owner resides in the multiple unit (apartment) structure.**

~~(b) c~~ It shall be the duty of every person maintaining an animal yard to keep the same clean and sanitary and free from all refuse. Refuse from such yards shall be ~~collected daily and~~ **composted or** kept in **the equivalent of one(1) thirty (30) gallon** airtight container until disposed of by burying, removed to a disposal area outside the premises, or applied as a fertilizer or mulch. (Ord. No. 1966-3, Sec. 3.1.01, 6-12-73, Ord. No. 2010-01, 7-6-10)

~~(c) Animal yards shall not apply to poultry. For requirements on poultry enclosures see Sec. 3-25(d).~~

### **Sec. 3-~~21~~ 20. Reptiles transported off the owners property.**

No person shall remove a reptile from its home or owners property unless the animal is transported in an animal travel container or similar storage container that ensures the animal does not escape and that the reptile shall not endanger the general public.

### **Sec. 3-21. Reserved.**

## **ARTICLE V. ANIMAL QUARANTINE AND IMPOUND**

### **Sec. 3-22. Quarantine.**

(a) Whenever an animal of a species, subject to rabies, bites a person, the city's enforcement officer shall be notified within 24 hours of the bite occurring. If on investigation the enforcement officer finds that the animal did bite a person, the enforcement officer shall order the animal to be quarantined for a period of ten (10) days, unless such animal develops active signs of rabies within that time, in which case the animal shall be killed under direction of the health officer. Quarantine shall be as follows:

- 1) In-home quarantine requirements – the **Health Officer's** decision to allow the animal to remain quarantined by the owner will be dependent on the following:
  - a) The animal has an active rabies vaccination that has not expired (with confirmation from a qualified veterinarian practice).
  - b) The animal's past history.

- c) The animal owner's ability to meet quarantine requirements and the cooperation shown by the animal's owner.
- 2) If the enforcement officer feels that the quarantine requirements shall not be complied with, or the animal does not have a valid rabies vaccination, the enforcement officer shall have the animal placed with an approved keeper for the length of the quarantine. All costs associated with placing the animal in quarantine with a third party shall be the responsibility of the animal owner/keeper.

**(a)** At the end of ten (10) days, the animal shall continue to be quarantined until it has been examined by a veterinarian and certified free from rabies[.] **has been brought up to date on all required vaccinations, and has been registered with the city.**

(b) Animals ordered to be quarantined under this section shall be confined in an animal hospital, professional kennel, or in a locked enclosure approved by the health officer as being so constructed and maintained that the animal cannot escape. (Ord. No. 1966-3, Sec. 4.2.01, 6-12-73, Ord. No. 2010-01, 7-6-10)

### **Sec 3-23. Impoundment.**

- (a) Authority to impound per 20 V.S.A. Section 3806 or court order. The enforcement officer may, in lieu of boarding and when in the public interest and consistent with the public safety, allow an impounded dog to remain confined in the custody of its owner on the owner's recognizance that the animal shall remain confined to the owner's property, follow the terms of impoundment set by the enforcement officer and shall not be in violation of any provision of this chapter. Confinement in lieu of boarding shall continue until such time as the violation or condition authorizing impoundment has been abated.
- (b) Impoundment fees. Any owner or keeper of an animal impounded under the provisions of this chapter shall be responsible for all impoundment fees which shall be paid in full before released.
- (c) Boarding fee. In addition to the impoundment fee charged herein the owner of the animal shall be responsible for all fees associated with the boarding of the animal while impounded.
- (d) All board fees and impound fees shall be paid in full to the appropriate party before releasing the animal is allowed.
- (e) Unlicensed animals to be licensed before release. If an impounded animal requiring a license is unlicensed, in addition to the impounding and boarding fees set forth herein, the animal shall not be released without the payment of the license fee required by Sec. 3-9, except that if the impounded animal has not had its proper vaccinations.
- (f) Disposition of unredeemed animals. If any impounded animal with a current and effective license established by proof of an animal license tag or other means, is not redeemed within (7) days of its impoundment, it shall be sold or given away. If any impounded animal without a

current and effective license established by proof of a license tag, is not redeemed within (5) days of its impoundment, it shall be sold or given away. Any proceeds from the sale of any impounded animal shall first be allocated to taxes, fees and other charges related to the impoundment. Any balance then remaining shall be paid to the owner if any is found. If proceeds from the sale of the unredeemed animal do not cover the costs associated with the impoundment, the balance of sums owed under this chapter may be collected in a civil action brought under this section. The impoundment period may be waived by the pound keeper in case of a severely injured animal whose owner cannot be located or is unwilling to claim the animal.

(g) Interference with impoundment. Any person who interferes with the impounding of an animal under provisions of this article, or who releases, or attempts to release an impounded animal contrary to this article shall be in violation of this chapter.

(h) Notice of impoundment. Within twenty-four (24) hours of the impoundment of any animal under this chapter, the enforcement officer shall make every reasonable attempt to notify the owner of the impounded animal of such impoundment. Such notice shall include either personal contact with the owner or a written notice posted at the dwelling house of the owner. (Ord. No. 2010-01, 7-6-10)

*State law references: Notice by impounder, 20 V.S.A. § 3413.*

## **ARTICLE VI. ANIMAL CONTROL COMMITTEE**

### **Sec. 3-24. Animal control committee.**

(a) Animal control committee established. For purposes of this section, an animal control committee is established. The animal control committee shall consist of not less than three (3) members to be appointed on an as needed basis by the City Council. The animal control committee shall hold appeals hearings for animal and fowl ordinance violations.

#### **b. Powers of the Animal Control Committee**

1. Request to impound or quarantine an animal
2. Require medical care for animals, including but not limited to spaying, neutering, or vaccinations
3. Stipulate a financial responsibility and the terms thereof. This includes but is not limited to legal fees, staffing time, services rendered and collections fees
4. Order to seize an animal to be terminated, given away, or sold.
5. Require education and or training for the animal or keeper/owner
6. Require inspections
7. Request additional information and legal or professional opinions
8. Ban an animal from the city limits

#### **9. Rule on variance requests.**

**c. Hearings and Convening of the Animal Control Committee – Hearings for dog bites must occur within 7 days of the dog bite (per State Statute: 20 V. S. A. § 3546 (b)).**

1. Hearing and meetings must be warned 3 days prior.

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2. Minutes must be recorded
3. Robert's Rules of Order to be used
4. Meeting Agenda to be provided and should be similar as follows
  - i. Call to order
  - ii. Testimony from enforcement officer; verbal summary and written details and provide a recommendation for action
  - iii. Testimony of aggrieved party
  - iv. Additional testimony from attendants
  - v. Closing statements from the aggrieved party and the enforcement officer
  - vi. ~~[Executive session for deliberation]~~ **Go into Deliberative Session**
  - vii. Reading of determination and action to be done if any
5. Any action must be provided in writing to the aggrieved party before acted on

## **ARTICLE VII. EXEMPTIONS.**

### **Sec. 3-25. Exemptions.**

- a. A person operating a farm of ten (10) or more **contiguous** acres [~~wholly in the city or in part within the city and contiguous to the part without the city~~] **as one property**, [~~as to animals kept on such farm, or the use of such farm for keeping animals,~~] shall be exempt from the provisions of this ordinance.
- b. The provisions of this chapter shall not apply to a person while showing or exhibiting an animal in the municipal auditorium, or while transporting an animal for such purposes to and from the auditorium, or to an animal while so shown, exhibited, or transported or in a parade. As to such animals, auditorium regulations shall apply.
- c. The provisions of this chapter shall not apply to a public officer or employee or to a common carrier, while carrying out a duty imposed by law, or while an animal is in transit under control of a common carrier, or while an animal is being transported through the city under control of the person so transporting.
- d. Any dog used to assist law enforcement officers in the City of Barre shall be exempt from the provisions of this ordinance.
- e. The provisions of this chapter shall not apply to indigenous wild animals, except when such animals are owned by a person. (Ord. No. 1966-3, Secs. 1.2.01--1.2.05, 6-12-73, Ord. No. 2010-01, 7-6-10)

### **ADOPTION HISTORY**

- ✓ First Reading at regular City Council meeting held on Tuesday, December 14, 2021.
- ✓ Second Reading and Public Hearing set by Council for Tuesday, \_\_\_\_\_.
- ✓ Summary of proposed language printed in Times Argus newspaper on Saturday, \_\_\_\_\_.

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- ✓ Second Reading and Public Hearing held on Tuesday, \_\_\_\_\_. Adopted at regular City Council meeting held on \_\_\_\_\_ and entered in the minutes of that meeting which are approved on \_\_\_\_\_.
- ✓ Posted in public places on \_\_\_\_\_.
- ✓ Notice of adoption published in the Times Argus newspaper on \_\_\_\_\_.
- ✓ Effective \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Carolyn S. Dawes  
*City Clerk/Treasurer*



# City of Barre, Vermont

*“Granite Center of the World”*

**ACTION ITEM BRIEFING MEMO  
CITY COUNCIL AGENDA ITEM  
CITY COUNCIL AGENDA: 12-14-21**

**Consent Item No.:** \_\_\_\_\_ **Discussion Item No.** 9C **Action Item No.** \_\_\_\_\_

**AGENDA ITEM DESCRIPTION:**

*Discussion and/or Approval of Voter Approved Funding Language*

**SUBJECT:**

*Formatting voter approved funding requests on the annual meeting warning and ballot.*

**SUBMITTING DEPARTMENT/PERSON:**

*Carol Dawes, clerk/treasurer*

**STAFF RECOMMENDATION:**

*Finalize how funding requests will appear on the town meeting warning and ballot, and other procedural needs for implementation of the revised policy.*

**STRATEGIC OUTCOME/PRIOR ACTION:**

*Not applicable*

**EXPENDITURE REQUIRED:**

*None.*

**FUNDING SOURCE(S):**

*Not applicable.*

**LEGAL AUTHORITY/REQUIREMENTS:**

*17 V.S.A. §2642. Warning and notice contents.*

*(a)(1) The warning shall include the date and time of the election, location of the polling place or places, and the nature of the meeting or election.*

*(2) It shall, by separate articles, specifically indicate the business to be transacted, to include the offices and the questions to be voted upon.*

*24 V.S.A. § 2691. Aid to social services for town residents.*

*At a meeting duly warned for that purpose, a town or incorporated village may appropriate such sums of money as it deems necessary for the support of social service programs and facilities within that town for its residents.*

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

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

**BACKGROUND/SUPPLEMENTAL INFORMATION:**

*Barre City has a long history of having voters approve funding allocations at the annual town meeting for local social service organizations and non-profits. The City developed a process by which those organizations who received voter approval in the previous year weren't required to petition, but could request placement on the ballot for a level funded request for the next fiscal year.*

*Over time, the City developed a more rigorous process that included an annual application, responses to narrative questions, and support materials before a level funded request would be placed on the ballot.*

*Effective July 1, 2021, the Council approved a change in the Outside Organization Funding Policy & Procedure. The salient sections of the revised policy read:*

2. ...The City Council will meet to review the prior year's organizational report and funding requests, and determine outside organization funding amounts within the Manager's recommended budget, not to exceed the prior year's budget, based on the following priorities:
  - a. Is the application complete?
  - b. Does the organization have a long-term and sustained funding relationship and demonstrate successful outcomes?
  - c. Does the organization provide necessary and direct service(s) to residents of the City that focuses on a population or service area with a demonstrated need for, or lack of, a specific service?
  - d. Is the organization located within the city and/or provide substantial services to residents of the city?
4. The City Manager (or designee) must notify outside organizations of City Council's funding determinations to the contact of record provided on the request form in writing within 5 days of the meeting.
5. Funding endorsed by City Council shall be bundled and placed on the ballot for voter consideration as a single article.
6. Outside organizations whose funding was reduced or eliminated by Council from the prior year's voter-approved amount may file a written appeal within 5 calendar days of the decision to the City Clerk to be placed on the ballot to maintain the prior year's funding amount as a separate article on the annual meeting ballot for consideration by the voters. The City Clerk shall grant all appeals.

*As per the policy, the Council needs to review the prior year's organizational report and funding requests, and determine funding amounts within the Manager's recommended budget. The current draft of the FY23 budget includes \$149,601 for voter-approved allocations.*

*After reaching out to a variety of clerks throughout the state, the commonly used format and language for the warning and ballot is (list includes FY22 approved organizations as examples):*

Shall the Barre City Voters authorize the sum of \$XXXX to be allocated to the following social service agencies and organizations as indicated?

Barre Area Senior Center

\$xx

Barre Heritage Festival	\$xx
Circle (formerly Battered Women’s Shelter and Services)	\$xx
Central Vermont Adult Basic Education (Barre Learning Center)	\$xx
Capstone Community Action, Inc.	\$xx
Central Vermont Council on Aging	\$xx
Central Vermont Home Health and Hospice	\$xx
Community Harvest of Central Vermont	\$xx
Downstreet Housing and Community Development	\$xx
Family Center of Washington County	\$xx
Good Beginnings of Central VT	\$xx
Good Samaritan Haven	\$xx
Green Mountain Transit	\$xx
Mosaic Vermont (formerly Sexual Assault Crisis Team)	\$xx
OUR House of Central VT	\$xx
Peoples Health and Wellness Clinic	\$xx
Retired Senior and Volunteer Program (RVSP)	\$xx
Vermont Association for the Blind and Visually Impaired	\$xx
Vermont Center for Independent Living	\$xx
Washington County Diversion Program	\$xx
Washington County Mental Health	\$xx
Washington County Youth Service Bureau/Boys & Girls Club	\$xx

*There was a court case in Rutland County in 2009 where Middletown Springs was sued because “..the language of social service appropriation articles for the ...2010 town meeting were statutorily insufficient because the articles failed to provide enough information for ...voters.” VLCT wrote about the case in its newsletter (see attached). The noted the ruling is only specific to Rutland County, but they recommend towns use the following format for listing funding request articles: “Shall the voters of \_\_\_\_\_ appropriate [amount requested] to [name of organization] for [brief description of purpose]?”*

**LINK(S):**

*Not applicable*

**ATTACHMENTS:**

- *Outside Organization Funding Policy & Procedure;*
- *VLCT newsletter article re. Pepperman v. Town of Middletown Springs;*
- *FY22 list of voter approved allocations.*

**INTERESTED/AFFECTED PARTIES:**

*Clerk’s office staff, social service organizations and non-profits, City residents*

**RECOMMENDED ACTION/MOTION:**

- *Develop schedule and procedure for review of applications for FY23 funding requests;*
- *Approve of organization funding amounts for FY23 budget;*
- *Approve warning and ballot language format.*



## **CITY OF BARRE**

### **OUTSIDE ORGANIZATION FUNDING POLICY & PROCEDURE**

#### **PURPOSES:**

Pursuant to section 307 of the Barre City Charter, the Council establishes this policy to:

- Establish a fair, consistent, and predictable process for consideration by the City Manager, Council and voters of outside organization funding requests from the City's general fund budget;
- Manage the upward pressure on the tax rate; and
- Allow for electronic petition signatures during a state of emergency to protect public health, if authorized by law.

#### **PERSONS AFFECTED:**

- Outside organizations advancing a public interest (including but are not limited to health and welfare, cultural development, economic development, and social services);
- Beneficiaries of outside organizations;
- City staff;
- City Council; and
- City Clerk & Treasurer

#### **APPLICATION**

- Effective July 1, 2021.
- This Policy applies to all outside organizations with tax exempt status legally incorporated with the State of Vermont seeking a general fund appropriation from the City of Barre voters.
- This Policy does not apply to organizations receiving a direct allocation from the Manager's Council-approved, General Fund budget, which may be included in the Manager's budget as dues, taxes, or direct funding.

#### **POLICY & PROCEDURE**

1. In accordance with the timeline of Section 406 of the City Charter, the City Manager must recommend a budget amount for outside organization funding based on a comprehensive review of needs and tax rate priorities.
2. Not later than 90 calendar days prior to the annual meeting, the City Manager (or designee) will notify outside organizations that have duly petitioned for funding in the past and were allocated funding in the prior fiscal year to remind said organizations to submit level-funding requests for the next fiscal year within 30 calendar days. All such funding requests must be submitted on a standard form created and maintained by the City Manager (or designee) to obtain necessary information for review and include the following: 1) the most recently completed year-end balance sheet, and budget-to-actual revenues and expenditures (profit & loss report); 2) the most recent 990 or equivalent; 3) list of current board members and 4) copy of IRS determination letter.
3. The City Council will meet to review the prior year's organizational report and funding requests, and determine outside organization funding amounts within the Manager's recommended budget, not to exceed the prior year's budget, based on the following priorities:
  - a. Is the application complete?
  - b. Does the organization have a long-term and sustained funding relationship and demonstrate successful outcomes?

- c. Does the organization provide necessary and direct service(s) to residents of the City that focuses on a population or service area with a demonstrated need for, or lack of, a specific service?
  - d. Is the organization located within the city and/or provide substantial services to residents of the city?
4. The City Manager (or designee) must notify outside organizations of City Council's funding determinations to the contact of record provided on the request form in writing within 5 days of the meeting.
  5. Funding endorsed by City Council shall be bundled and placed on the ballot for voter consideration as a single article.
  6. Outside organizations whose funding was reduced or eliminated by Council from the prior year's voter-approved amount may file a written appeal within 5 calendar days of the decision to the City Clerk to be placed on the ballot to maintain the prior year's funding amount as a separate article on the annual meeting ballot for consideration by the voters. The City Clerk shall grant all appeals.
  7. Outside organizations that did not receive funding from the City in the prior year's budget shall be considered new requests (even if previously funded in other years) and be required to petition their request for inclusion on the annual meeting ballot. Such requests will appear as a separate article on the annual meeting ballot for consideration by the voter.
  8. Outside organizations that request an increase in funding from the prior year's approved budget are required to duly petition their request for inclusion on the annual meeting ballot. Such requests will appear as a separate article on the annual meeting ballot for consideration by the voters.
  9. Outside organizations required to petition for inclusion on the annual meeting ballot must submit a petition in accordance with Vermont Statutes Annotated 17 VSA §2642(a) and Barre City Charter and must be signed by at least 10% of the City's registered voters. This petition must state the exact question to be included in the ballot in accordance with this policy not less than 47 days before the day of the Annual Meeting.
  10. Notwithstanding other provisions of this policy, petitions in form and content approved by the City Clerk containing electronic or digital signatures of duly registered voters of the City will be accepted during a declared state of emergency when necessary to protect public health, if authorized by general law.
  11. Any organization receiving funding from the City must submit a report for the City's Annual Report not to exceed one page in order to receive notice under paragraph 2 of this policy and be eligible for consideration in the manager's recommended budget. This report must be for the organization's most recent fiscal year in which the voter- approved support was received. The report must be submitted to the City Manager's Office (or designee) by September 1<sup>st</sup> following the end of the fiscal year.
  12. For questions concerning requests to be placed on the Annual (Town) Meeting ballot, please contact the City Manager (or designee).

#### REFERENCE

- Adopted by City Council on February 14, 2006.
- Revised and adopted by City Council on July 22, 2008.
- Revised and adopted by City Council on August 2, 2011
- Revised and adopted by City Council on June 6, 2017
- Revised and adopted by City Council on October 3, 2017

Revised and adopted this 27th day of October to be effective 1<sup>st</sup> day of July 2021, as certified by the City Clerk

**City of Barre, Vermont  
6 N. Main Street, City Hall  
Barre, Vermont 05641**

**Application for Funding Request**

**To accompany letter or petition requesting placement on Annual (Town) Meeting Ballot**

**FY23 (July 2022 – June 2023)**

**Deadline for submission: 4:30 PM, January 3, 2022**

**\*\*\*\*PLEASE SUBMIT APPLICATIONS AND SUPPORT MATERIALS ELECTRONICALLY  
VIA EMAIL TO [cdawes@barrecity.org](mailto:cdawes@barrecity.org).**

**Applicant / Organization Name:**

\_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_

**Website:** \_\_\_\_\_ **Fiscal Year Dates** \_\_\_\_\_

**Amount requested:** \_\_\_\_\_

**Primary Contact Person:**

\_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

This application must be signed by the Executive Director, President of the Board, or primary contact person listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_

**Answers to narrative questions #1-4 should be no more than 2 pages total.**

1. Provide a brief description of your work and the program for which you are requesting funding. Explain your organization's activities.
2. If approved, how will you use the money you are requesting? Is it for general operating expenses, or for a particular program or project? Please provide an organization, program or project budget that a layperson can understand.
3. What geographic area does your organization or program serve?
4. What are the unduplicated numbers of people served by your organization or program during your most recent fiscal year?
  - a. Number of individual people served, organization-wide (unduplicated).
  - b. Number of Barre City residents (unduplicated).
  - c. If applicable, number (or percentage) of low-income Barre City residents.
  - d. If applicable, number of City resident volunteers.

**Please provide the following attachments (as applicable). If you do not have one or more of these items, please explain why:**

- Most recently completed year-end balance sheet, and budget-to-actual revenues and expenditures (profit & loss report)
- Most recent 990 or equivalent
- List of current board members
- Copy of IRS Determination Letter (this is only required once if you have submitted it with a prior application, there's no need to re-submit)

**Questions and additional information** – Contact the City Clerk's office: (802) 476-0242 – or [cdawes@barrecity.org](mailto:cdawes@barrecity.org).

## **Social Service Agency Appropriations: How Much Information is Required for Town Meeting Warning Articles?**

In April of this year, Judge Mary Miles Teachout of the Rutland Unit of the Vermont Superior Court issued a decision holding that the language of social service appropriation articles for the Middletown Springs' 2010 town meeting were statutorily insufficient because the articles failed to provide enough information for Middletown Springs voters. *Pepperman v. Town of Middletown Springs, et al.*, 140-2-10 Rdcv (Apr. 11, 2011). Under Vermont law, voters may appropriate money at town meeting for the support of social service programs and agencies that provide services to town residents. 24 V.S.A. § 2691. The statute provides, in part, "At a meeting duly warned for that purpose, a town or incorporated village may appropriate such sums of money as it deems necessary for the support of social service programs and facilities within that town for its residents."

In 2008, Walter Pepperman, a resident of Middletown Springs, objected to the manner in which the Town was handling and warning social service agency appropriations. Specifically, Pepperman wanted the selectboard to adopt a resolution whereby it would make a determination that the proposed appropriations were "necessary" under the statute and that they were for the benefit of town residents. In 2009, the Town adopted a policy requiring all social service organizations that wanted to have funding requests appear on the warning provide documentation of the services being provided and how those services would be made available to Town residents. This information would be made available for inspection at the town offices.

Despite the new policy, Pepperman continued to believe that the Town was not in compliance with 24 V.S.A. § 2691. The Town's practice to warn social service agency appropriations was as follows: "Shall the voters of Middletown Springs vote to appropriate [amount requested] to [name of requesting organization]?" Pepperman believed that the statute required the Town to include language stating that the voters were to decide if each social service agency appropriation was "necessary" and "would benefit Town residents." When the selectboard in 2010 warned social service agency appropriations in the same basic form it had used in 2008 and 2009, Pepperman brought suit.

Pepperman's primary allegation in the lawsuit was that the form of the Towns' social service agency appropriation articles failed to comply with 24 V.S.A. § 2691 in that the articles failed to provide sufficient information to the voters to instruct them about the standard they must apply in voting on a proposed social service appropriation. Judge Teachout agreed, holding that the article language was insufficient because it failed to "include terms that specify that the voters must deem the proposed appropriation necessary for the program and the program must serve town residents." According to Judge Teachout, without such information the voters "cannot make the determination whether required by statute ... because they have no way of measuring what the organizations will use the money for and the necessity of that use, nor whether the organization's program serves Town residents. ... Therefore simply naming the organization is insufficient to show 'character and purpose' and runs afoul of 24 V.S.A. § 2691." In some instances, according to the judge, the name of the social service agency is sufficient to indicate the charter and purpose of the proposed appropriation. However, when this is not the case, the

selectboard is obligated to provide some brief description of the use to which the money will be put in order to allow the voters to make their determination.

Although Judge Teachout's decision in this case does not bind other Vermont municipalities, it is instructive on how other courts in the state may address the issue. In light of Judge Teachout's decision, VLCT advises that when crafting warning articles for social service agency appropriations, in addition to providing the name of the social service agency and the amount requested for appropriation, the selectboard should include a brief description of the purpose for the proposed appropriation. For example, an article might provide, "Shall the voters of \_\_\_\_\_ appropriate [amount requested] to [name of organization] *for nutrition services for children?*" or "Shall the voters of \_\_\_\_\_ appropriate [amount requested] to [name of organization] *for transportation services provided to senior citizens and disabled persons?*" In providing this brief description, the selectboard must be careful not to imply an opinion on the worthiness or necessity of the appropriation or to otherwise comment on the appropriation, as 17 V.S.A. § 2666 provides, "Neither the warning, the notice, the official voter information cards, nor the ballot itself shall include any opinion or comment by any town body or officer or other person on any matter to be voted on."

A social service agency's request for an appropriation can be placed on the warning by the selectboard's own motion or by a petition signed by five percent of the voters and submitted to the town clerk not less than 40 days before the date of the meeting. 17 V.S.A § 2642. When a social service agency appropriation request is supported by a petition, the selectboard should work with the petitioners to insure that the petitioned article is presented in the appropriate form. Along these lines, VLCT recommends adoption of a policy on handling social service agency appropriations. By employing such a policy, a selectboard can require agencies requesting appropriations to submit a more complete description of their programs for inclusion in the town report and encourage their representatives to attend the town meeting or public informational hearing to explain the appropriation request to the voters and answer voters' questions. VLCT's Model Social Service Agency Appropriation Policy is available through the VLCT Resource Library, <http://resources.vlct.org/>.

On another note, Judge Teachout dismissed Pepperman's claims against the individual selectboard members and his claims for monetary damages against the town. On the claims against the individual defendants, Judge Teachout found that 24 V.S.A. § 901(a) "clearly states that where an action lies against a municipal officer, the action shall be brought in the name of the Town in which the officer serves. Mr. Pepperman's claims against the individual defendants, all of whom are selectpersons, arise from their role in approving the Town warning and ballot language. The claims against the individual defendants must be dismissed because they are being sued in their capacity as municipal officers." The selectboard members were also entitled to immunity because "voting to approve ballot language is a legislative act and entitles the individual defendants to absolute immunity." As for Pepperman's claims for damages against the Town of Middletown Springs, Judge Teachout noted, "The legislative approval of language for a Town warning and ballot is a quintessential governmental function. Therefore, the Town of Middletown Springs is entitled to sovereign immunity and all claims for damages must be dismissed." The decision is available at [www.vermontjudiciary.org/20112015%20Tcdecisioncvl/2011-4-15-1.pdf](http://www.vermontjudiciary.org/20112015%20Tcdecisioncvl/2011-4-15-1.pdf).

Jim Barlow, Senior Staff Attorney  
VLCT Municipal Assistance Center

## Annual Meeting Funding Requests

As per 17 VSA 2642(a)  
and Barre City policy

Organization	Contact	Mailing address	City	State	Zip	FY21-22
Barre Area Senior Center	Jeannie Bone	131 S. Main St. Ste. 4	Barre	VT	05641	\$ 7,500
Barre Partnership - Heritage Festival	Tracie Lewis	PO Box 1032	Barre	VT	05641	\$ 5,000
Circle (formerly Battered Womens Shelter & Services)	Karol Diamond	PO Box 652	Barre	VT	05641	\$ 2,000
Central VT Adult Basic Education (Barre Learning Center)	Brian Kravitz	46 Washington St	Barre	VT	05641	\$ 7,700
Capstone Community Action, Inc. (formerly CVCAC)	Yvonne Lory	20 Gable Place	Barre	VT	05641	\$ 3,000
Central VT Council on Aging	Luke Rackers	59 N. Main St, Ste 200	Barre	VT	05641	\$ 15,000
Central VT Home Health & Hospice	Kim Farnum	600 Granger Rd	Barre	VT	05641	\$ 28,000
Community Harvest of Central Vermont	Allison Levin	146 Lord Rd.	Berlin	VT	05602	\$ 1,500
Downstreet Housing & Community Development	Mike Rama	22 Keith Ave, Ste 100	Barre	VT	05641	\$ 5,000
Family Center of Washington Co.	Joann Jenkins	383 Sherwood Dr	Montpelier	VT	05602	\$ 3,500
Good Beginnings of Central VT	Gretchen Alias	174 River St	Montpelier	VT	05602	\$ 1,000
Good Samaritan Haven	Rick DeAngelis	105 Seminary St	Barre	VT	05641	\$ 1,500
Green MT Transit	Jamie Smith	101 Queen City Park Rd.	Burlington	VT	05401	\$ 38,401
Mosaic Vermont (FKA Sexual Assault Crisis Team)	Anne Ward	4 Cottage St. Ste. 1	Barre	VT	05641	\$ 2,500
OUR House of Central VT	Rebecca Duranleau	38 Summer St	Barre	VT	05641	\$ 500
People's Health & Wellness Clinic (ED Dan Barlow)	Nicole Valcour	PO Box 544	Barre	VT	05641	\$ 3,000
Retired Senior & Volunteer Program	Daniel Noyes	59 N. Main St, Ste 200	Barre	VT	05641	\$ 3,000
VT Association for the Blind & Visually Impaired	John Thomas	60 Kimball Ave	S. Burlington	VT	05403	\$ 1,000
VT Center for Independent Living	Linda Meleady	11 E. State St	Montpelier	VT	05602	\$ 3,000
Washington Co. Diversion Program	Catherine Kalkstein	322 N. Main St, Ste. 5	Barre	VT	05641	\$ 2,500
Washington Co. Mental Health	John Caceres	PO Box 647	Montpelier	VT	05601	\$ 10,000
Washington Co. Youth Service Bureau	Kreig Pinkham	PO Box 627	Montpelier	VT	05601	\$ 5,000
<b>TOTAL</b>						<b>\$ 149,601</b>



**MEETING ANNOUNCEMENT**  
**WASHINGTON COUNTY PRELIMINARY BUDGET**  
**PLANNING MEETING**  
**(JULY 1, 2022 through JUNE 30, 2023)**

Washington County Assistant Judge Miriam Conlon and Assistant Judge Leah Jones invite you to attend and participate in a preliminary budget meeting for the Washington County budget for fiscal year July 1, 2022 through June 30, 2023

The meeting will be held on **Monday, December 27, 2021 at 2:30 pm at the Office of the County Clerk, 10 Elm Street, Montpelier, VT, side entrance (Sheriff's building behind Courthouse)**

This meeting is open to the public.



# ● *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](mailto: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: December 10, 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:**

- Reconciliations of the VT COVID Arrearage Assistance Program (VCAAP 2) continue. We've confirmed totals and receipts, and the discrepancies, and determined the City has been overpaid. We will be submitting a check request to correct the state's error, and hopefully be able to close the books on the program by the end of the month.
- A similar program is expected to be offered in the near future for assistance with property taxes. Let's hope it's administered with more accuracy.
- Working with the planning committee for the proposed Central VT Career Center School District. The articles of agreement are being developed, and creation of the district will be voted on at Town Meeting Day. All 18 sending towns will need to vote on the creation of the district. There are questions about the proper way to hold such an election across so many communities, and how to tally the ballots. Working with the Secretary of State's office to research, and will be attending the December 15<sup>th</sup> State Board of Education meeting at which the articles will be discussed, and possibly approved before moving forward to a vote.
- The legislature is expected to pass emergency legislation at the beginning of the session to allow the same elections alternate procedures as were put in place last year, so as to be prepared to hold safe Town Meeting elections. Regardless of the proposed emergency legislation, Barre City will likely put the same safety measures in place we used last year.
- Annual renewal applications have been received for the 2022 liquor licenses. They will be mailed out to all license holders after the holiday season; all licenses expire the end of April.
- Two properties were sold at tax sale December 9<sup>th</sup>.

## 2. BUILDING AND COMMUNITY SERVICES:

- I participated in the budget strategy meeting Saturday afternoon.
- The Men's Basketball League held a game on Sunday afternoon in the AUD.
- The Red Cross held a blood drive on Monday in Alumni Hall.
- BYSA basketball rented the AUD for three hours each night on Monday, Tuesday, Wednesday and Friday.
- I participated in the Department Head meeting on Tuesday morning.
- I had a phone conference on Tuesday with a family that has lots in both Elmwood and Hope that are contemplating making a financial donation to repair monuments in Elmwood Cemetery. This is very early in the discussion phase so I cannot divulge too much information at this time.
- The DMV held CDL testing in the Civic Center parking lot on Wednesday.
- I met with a technician from Integrity Communications on Wednesday
- A Men's basketball team practiced in the AUD on Wednesday evening.
- I met with a person on Thursday regarding a cremation burial at a family lot in Hope Cemetery.
- We had two full burials at Hope this week.
- The facilities staff was busy with ice rentals at the BOR as well as basketball at the AUD.

### 2a. RECREATION:

- Spent time with Tech Support on the new scheduling software and continued the build and scheduling. This process continues as there is a lot to enter and learn as event times change, etc. 2 tech support sessions were held this week.
- Participated in City Council Saturday Budget workshop.
- Correspondence and information sent back and forth phone / email on ice rentals, confirming dates, updating requests, etc.
- Researched pickleball equipment and am in the process of purchasing 3 nets for this popular sport. Once nets arrive a learn to play clinic and open times will be available on a drop in program basis. COVID protocol will be adopted while any program is ongoing.
- Updated social media on weekend public skating and open gym basketball times.
- Met with City team pertaining to budgets.
- Attended Department Head meeting.
- Updated two Rec committee members on the summer, B.O.R. / AUD / COVID information. No action taken as a quorum was not present.
- Scheduling emails and information sent out and / or confirmed with groups renting the AUD for basketball programs or AAU – Metro league practices.
- Weekly public skating scheduling, time cards, transporting admissions to and from City Hall.
- Telephone calls, emails on public skating hours, fees, etc.

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

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

- ANNOUNCEMENT – it was officially released on Thursday morning that the Turning Point Center application for the 18 S. Main Street property was awarded \$300,000 for VCDP grant funds. While it's not the full asking amount, this project was recognized as an important need in the City, and the state, for which we are pleased for the recognition of its importance and the funds we have received. Now Turning Point needs to complete the Environmental Review required;
- Received notice Friday morning from the Department of Housing and Community Development that we were not successful in being awarded a municipal planning grant this year, applied for funds to hire a consultant to complete a Bicycle and Pedestrian Safety Plan for us;
- Attended Council budget workshop last Saturday, Dec. 4, 2021;
- Finished submitting the annual deferred loans audits to the state GEARS website on Monday, all 10 out of 10 now complete for the ensuing year, and awaiting approval;
- Attended City Council Regular meeting on Tuesday night;
- Attended the Special Energy Committee meeting Wednesday night;
- Completed meeting minutes from the Energy committee and got them posted;
- Prepared for and attended the Planning Commission Regular meeting Thursday night;
- Discussed with City Attorney a DRB Decision, how it was written, the recorded meeting minutes and their impacts, and how to proceed;
- Discussed with Deputy Fire Chief Aldsworth about how to do a quarterly “newsletter” and perhaps do a quarterly presentation at Council, to get in front of the public, reminding them of various and sundry requirements like the need to get permits, who to call, what's been going on, focus areas between PPA and Code Enforcement, etc. We will be chatting with the Fire Chief about this and his thoughts, once he returns from recuperation of an operation;
- 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 Friday):**

- Permits this week include:
  - 1 vacant building registration renewal
  - 6 electrical permits
- Completed the November monthly reconciliation of permit fees from our database to the Clerk's office to ensure accuracy between the two offices;
- Did some long overdue filing that has piled up since losing staff;
- updated addresses in databases from changes received during the water billing returns;
- Meet with Dep. Fire Chief daily for building permits and field observations;
- Assisted Deputy Fire Chief with questions on vacant properties, what we had in our files;
- Copied files and emailed copies to attorneys, researchers, etc.

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

- 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 8 property transfer returns this week for input into all systems;
- No homestead downloads again this week – year to date total is 1,759;
- Sent out 5 map copies and 17 lister cards for those requesting them;
- Continue the Annual E911 mapping update to include proofing their maps of our 911 addresses and updating any changes needed;
- Continue working on reviewing software and the grand list in preparation for the eventual new state computer system;
- Began editing the assessing portion of the annual report for the Director to review.

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

- Updated the property sales list to include November sales, and reposted to the city website – sales list is now from April 2 to November 30<sup>th</sup>;
- Continue working on getting the grievance change information into the assessing software;
- Working on E&O (Errors and Omissions) list for early December presentation to Council;
- Department Director continuously checking assessor email and phone inquiries;
- Department Director also sending out lister cards upon inquiry.

#### 4. DEPARTMENT OF PUBLIC WORKS:

##### **Wastewater Treatment Facility**

- ✓ 12-02 Pump Digester, Greased Gravity Belt
- ✓ 12-03 Greased Press
- ✓ 12-06 Unplug Grit Pump (Rags again, maybe we need to address rag removal)
- ✓ 12-07 Work on Polymer System for Clarifiers
- ✓ 12-08 Work on Polymer System for Clarifiers
- ✓ Total Gallons of Wastewater thru Plant 16.564 Million Gallons, Solids Pumped to Digester 9833 Gallons, Solids out of Digester to Drying Beds 1142.9 Cubic Yards and Solids Removed from Drying Beds 40 Yards into 1 Truck from Canada
- ✓ 4 Staff workers

##### **Sewer Department**

- ✓ 12-02 N Main Pump Station. WWTP help with Digester clean out, shop maintenance and sewer maintenance
- ✓ 12-03 N Main Pump Station, sewer maintenance, truck 14 maintenance
- ✓ 12-06 N Main Pump Station, shop and sewer maintenance
- ✓ 12-07 Washington St. run sewer line, check N Main Pump Station, office maintenance and shop maintenance
- ✓ 12-08 N Main Pump Station, meeting at City Hall, shop maintenance, sewer maintenance
- ✓

##### **Water Treatment Facility**

- State required lab testing for compliance, Chemical tank/ chemical feed monitoring, Outdoor Buildings/Grounds Maintenance, Indoor Cleaning/Housekeeping
- ✓ 12-02 Total coliform sampling- 5 locations, Plant general cleaning/housekeeping
- ✓ 12-03 Distribution Chlorine Residuals-3 sites, Distribution pump station check-2 sites, State fluoride sample, Iron and manganese testing, TW CL-17 reagent change, New England Air – Heating system inspection/preventative maintenance
- ✓ 12-06 Distribution Chlorine Residuals-3 sites, Distribution pump station check-2 sites, Plant cleaning/housekeeping, Building maintenance
- ✓ 12-07 Weekly vehicle inspection Truck #36, Building maintenance, Plant cleaning/ Housekeeping, Cleaned/Flushed TW chlorine analyzer, Monthly state operations report
- ✓ 12-08 Distribution Chlorine Residuals-2 sites, Distribution pump station check-2 sites, Weekly generator inspection, Iron and manganese testing and Building maintenance
- ✓ 3 Staff workers

##### **Water Department**

- ✓ 12-02 9 Short St. Meter in water on, Test Hydrant Elm t. & Winter Meadow, paperwork, help at WWTP Clean out Digester
- ✓ 12-03 West Hill Tank, 289 Camp St repairs, hand out notices

- ✓ 12-06 check bleeders, replace latch @ 302 Vault and W Hill Tank, move remotes on 43 Daniels Dr. & 53 Ayers St., maintenance of hydrants, check West Hill Tank, 25 Nelson St. check hydrant, paperwork and service maintenance
- ✓ 12-07 Meter install 8 Foster St., check hydrant pumps, paperwork and service maintenance
- ✓ 12-08 Check hydrants and hydrant maintenance, West Hill Tank, prep for Nelson St.  
Hydrant and prep for Berlin 62 Excavation, paperwork
- ✓ 2 Staff workers

### **Street Department**

- ✓ 12-02 Salt roads, one ton route, WTP & WWTP, Farwell St. break up concrete pile, paperwork, check issues, load up old tires from fleet service and remove from site, Plowing sidewalks and fill Bob Cat carts with salt sand, maintenance of DPW #16 and Fire Dept. E-3
- ✓ 12-03 Salt & sand roads and parking lots, Hope Cemetery, WWTP & WTP, and Brook St. school sidewalk, fill salt buggies with sand and salt, clean truck 17&31, grease JD K524, sweep Pearl St. walk thru, break up concrete at Farwell St., paperwork, check issues, winter maintenance on truck chains and equipment, shop maintenance, clear glass from road on Keith Ave. and fix sign, remove all old tires from DPW yard and take to Gales for salvage, maintenance of DPW truck #40,
- ✓ 12-06 clean and grease loaders, backhoe and work on John Deer K524 & K624, cold patch potholes, pull sign post on Circle St. & Green St., paperwork, trash pickup on Farwell St., cut brush and trees on Clifton St. and Long St., work planning, maintenance on DPW truck 29 & 40
- ✓ 12-07 Ditching and brush cutting on Clifton St., Winter maintenance on trucks, plows, Bob Cats chains, Salt 4WD Route, cold patch pot holes, paperwork, get signs from worksafe, Salt and sanding sidewalks, fill salt buggies, shop maintenance, Repair street signs Academy St, Berlin St., Patterson St., maintenance to Police Dept. #7, DPW truck, 30, 29, 4 and John Deere K524
- ✓ 12-08 Salt and sand streets, plow and sand/salt sidewalks, paperwork, water line meeting at City Hall, put in new Meter Posts, clean trucks and grease Bob Cats, shop work, repairs to Police Dept. #2, Fire Dept. car, DPW Volvo, burn wood and brush at Farwell St. site

### **5. FINANCE DIRECTOR:**

- Prepared a report containing 12+ years of financial data for the Civic Center
- Received & reviewed the final FY21 Audit report
- Researched ARPA eligible uses after staff discussions
- Attended the City council meeting
- Attended VLCT webinar ‘What Does the Infrastructure Bill Mean for Your Town?’
- Worked on the financial reports for the annual report

- Reviewed and Approved 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
21BA010907	12/09/21 07:55	Suspicious Vehicle	Summer St	
21BA010906	12/09/21 06:09	Larceny - Retail Theft	N Main St	Retail theft at a N. Main St. business
21BA010905	12/09/21 04:10	Assist - Agency	VT Rt 62 / Berlin Town Line	
21BA010904	12/09/21 01:24	Parking - Winter Ban - Ticket	Fourth St	
21BA010903	12/08/21 23:58	Larceny - from Building	Highgate Drive	
21BA010902	12/08/21 21:53	Traffic Stop	Elm St / N Main St	Traffic Stop for operating at an imprudent speed for road conditions on North Main Street.
21BA010901	12/08/21 21:10	Suspicious Event	Fourth St	
21BA010900	12/08/21 18:29	Subpoena Service	S Main St	Subpoena Service on South Main Street.
21BA010899	12/08/21 17:09	TRO/FRO Service	S Main St	TRO service on Depot Sq
21BA010898	12/08/21 16:49	Assist - Public	Center St / Blackwell St	Public assist on Blackwell St
21BA010897	12/08/21 15:17	Assist - Public	Church St	Citizen assist at the PD.
21BA010896	12/08/21 15:13	Accident - Non Reportable	N Main St	Late reported accident on N Main Street.
21BA010895	12/08/21 15:24	Assist - Other	Fourth St	
21BA010894	12/08/21 13:40	Subpoena Service	South Main St	agency assist
21BA010893	12/08/21 12:42	Suspicious Event	Highgate Dr	
21BA010892	12/08/21 12:16	Larceny - Other	Perry St	
21BA010891	12/08/21 12:10	Supervisory Duties - Case review	Fourth St	Supervisory Duties- Case Review
21BA010890	12/08/21 12:02	Assault - Simple	Church St	Mental Health issue on Church St
21BA010889	12/08/21 11:35	Accident - Property damage only	S Main St	2 car accident on S Main Street.
21BA010888	12/08/21 10:47	Assist - Other	Summer St	
21BA010887	12/08/21 10:26	Traffic Stop	merchant/ maple	Traffic stop for speeding on Merchant Street
21BA010886	12/08/21 10:18	Assist - Other	Church St	Public Assist on Church Street
21BA010885	12/08/21 10:11	Directed Patrol - Motor Vehicle	Merchant St	Directed patrol- Traffic enforcement on Merchant Street
21BA010884	12/08/21 08:05	Assist - Public	Fourth St	Public Assist
21BA010883	12/08/21 07:32	Alarm - Security	N Main St	Alarm on N. Main St.
21BA010882	12/08/21 06:12	Alarm - Security	Parkside Ter	Alarm at the Elementary School.
21BA010881	12/07/21 23:51	Noise	Elmore St	Noise Complaint on Elmore Street

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA010880	12/07/21 23:00	Welfare Check	S Main St	12-14-2021 Council Packet Welfare check on S Main St
21BA010879	12/07/21 22:44	Overdose	Highgate Dr	Overdose at Highgate Apts
21BA010878	12/07/21 19:40	Traffic Stop	Berlin St / Railroad St	Traffic Stop for operating on Berlin Street without rear illumination at night.
21BA010877	12/07/21 18:59	Traffic Stop	Brook St / Pleasant St	Traffic stop for defective equipment on Brook St
21BA010876	12/07/21 18:06	Traffic Stop	N Main St #	Traffic stop for lights on Rt 62
21BA010875	12/07/21 18:05	Prisoner - Lodging/Releasing	Fourth St	Prisoner Release on Fourth Street
21BA010874	12/07/21 17:35	Traffic Stop		
21BA010873	12/07/21 17:10	Threats/Harassment	Dagmont Ave	Harassment by text message on Dagmont Ave.
21BA010872	12/07/21 17:10	Motor Vehicle Complaint	N Main St	Motor vehicle complaint on N Main St
21BA010871	12/07/21 17:10	Larceny - from Motor Vehicle	Center St	Larceny From A Motor Vehicle on Center Street.
21BA010870	12/07/21 16:49	Suspicious Vehicle	N Main St	
21BA010869	12/07/21 16:25	Suspicious Event	Maplewood Ave	Suspicious Event on Maplewood Ave
21BA010868	12/07/21 16:29	Assist - Other	Auditorium Hill	
21BA010867	12/07/21 16:21	Sexual Assault	Fourth Street	
21BA010866	12/07/21 16:09	Traffic Stop	Park St / Eastern Ave	Vehicle stopped on Park St, operator arrested for DLS/VCOR
21BA010865	12/07/21 15:58	Animal Problem	Brooklyn St	Animal Problem on Brooklyn Street
21BA010864	12/07/21 15:55	Digital Forensics	Fourth Street	
21BA010863	12/07/21 14:56	Digital Forensics	Fourth Street	
21BA010862	12/07/21 14:55	Digital Forensics	Fourth Street	Digital forensic
21BA010861	12/07/21 14:43	Prisoner	Fourth St	
21BA010860	12/07/21 14:19	Prisoner	Fourth St	
21BA010859	12/07/21 13:23	Search Warrant	Fourth St	Search Warrant Hall Street
21BA010858	12/07/21 14:07	Suspicious Person	Maple Ave	Suspicious person on Maple Ave
21BA010857	12/07/21 12:57	Assist - Public	Ayers St	Public Assist on Ayers Street
21BA010856	12/07/21 12:32	Suspicious Vehicle	Main St	
21BA010855	12/07/21 12:22	Assist - Agency	N Seminary St	
21BA010854	12/07/21 12:16	Property - Lost	Farwell St	
21BA010853	12/07/21 11:48	Untimely Death	N Main St ##211	
21BA010852	12/07/21 11:00	Training-In-Service	Fourth St	Training
21BA010851	12/07/21 10:35	Digital Forensics	Fourth Street	

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA010850	12/07/21 10:30	Assist - Public	N Main St #	12-14-2021 Council Packet page 107 Assisted Fish and Game with a report of suspicious dead deer on N. Main Street.
21BA010849	12/07/21 09:34	Supervisory Duties - Case review	Fourth St	Supervisory Duties- Case Review
21BA010848	12/07/21 08:59	Directed Patrol - Motor Vehicle	Fourth St	
21BA010847	12/07/21 08:01	Assist - Public	Fourth St	Citizen assist
21BA010846	12/07/21 07:29	Assist - Public	High Holborn St	Public assist on High Holborn
21BA010845	12/07/21 06:07	Disorderly Conduct	N Main St	An Officer responded to a citizen dispute complaint at a North Main St. business.
21BA010844	12/07/21 05:52	Alarm - Security	Prospect Street	An Officer responded to an alarm on Prospect St.
21BA010843	12/06/21 23:39	Disturbance	East Street	Disturbance on East Street.
21BA010842	12/06/21 22:56	Traffic Stop	N Main St / Fourth St	Traffic stop for no registration on N Main St
21BA010841	12/06/21 22:19	Juvenile Problem	Mill St	
21BA010840	12/06/21 21:38	Intoxication	Long St	Intoxicated Person on Long Street.
21BA010839	12/06/21 17:55	Assist - Public	Fourth St	Community Assist on Church Street.
21BA010838	12/06/21 16:56	Accident - Non Reportable	North Main Street	Two car accident on N Main St
21BA010837	12/06/21 15:16	Larceny - Other	N Main St	Mail theft on North Main Street
21BA010836	12/06/21 15:12	Disturbance	Seminary St	disturbance seminary st
21BA010835	12/06/21 14:53	Suspicious Event	High Holborn St	suspicious event barre city
21BA010834	12/06/21 14:46	Assist - Agency	Farwell St	Agency Assist
21BA010833	12/06/21 13:13	Assist - Agency	Camp St	Agency Assist on Camp Street
21BA010832	12/06/21 12:52	Suspicious Event	Eastern Ave	suspicious event barre city
21BA010831	12/06/21 12:51	Assist - Other	Fourth St	assist other barre city
21BA010830	12/06/21 12:20	Assist - Public	N Seminary St	public assist seminary st
21BA010829	12/06/21 12:12	Assist - Other	Fourth St	Welfare Check on Camp Street
21BA010828	12/06/21 11:13	Welfare Check	S Main St	Welfare check on South Main Street
21BA010827	12/06/21 11:04	Suspicious Event	Fourth St	
21BA010826	12/06/21 10:33	Suspicious Event	Berlin	
21BA010825	12/06/21 10:14	Accident - LSA	Nelson St	Report of an accident on Nelson Street
21BA010824	12/06/21 10:07	Littering	Farwell St	littering farwell st
21BA010823	12/06/21 08:23	Assist - Other	N Main St	Agency Assist
21BA010822	12/06/21 00:27	Noise	Walnut St	noise walnut street
21BA010821	12/05/21 23:29	Noise	Brooklyn St	Noise complaint on Brooklyn St

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA010820	12/05/21 22:18	Traffic Stop	Washington St / Quaility Mkt	Council Packet Traffic stop for equipment violation on Washington St page 108
21BA010819	12/05/21 23:05	Domestic Disturbance	Bromur St	Domestic Disturbance on Bromur Street.
21BA010818	12/05/21 22:11	Directed Patrol - Motor Vehicle	S Main St #	Directed Patrol on South Main Street.
21BA010817	12/05/21 21:11	Traffic Stop	Eastern Ave	Traffic Stop for operating without lights at night on Eastern Ave.
21BA010816	12/05/21 20:32	Suspicious Event		
21BA010815	12/05/21 20:02	Suspicious Event	N Main St / Fourth St	Suspicious Person on North Main Street.
21BA010814	12/05/21 19:45	Traffic Stop	N Main St / Dominos	Traffic Stop for making an illegal left turn from Cottage Street.
21BA010813	12/05/21 19:15	Traffic Stop	Washington St	Traffic stop for speed on Washington St
21BA010812	12/05/21 18:32	Traffic Stop	N Main St / Seminary St	
21BA010811	12/05/21 18:19	Assist – Motorist	Maple Ave / Hope Cemetery	Suspicious Vehicle on Maple Ave.
21BA010810	12/05/21 18:04	Directed Patrol - Motor Vehicle	Washington Street	Directed patrol/Speed Enf. on Washington St.
21BA010809	12/05/21 16:04	Assist - Public	Fourth St	
21BA010808	12/05/21 15:42	Suspicious Event	Foster St	Suspicious event on Foster Street.
21BA010807	12/05/21 12:55	Disturbance	N Seminary St	disturbance seminary st
21BA010806	12/05/21 12:50	Traffic Stop	Hill St	Traffic stop for speeding on Hill Street.
21BA010805	12/05/21 12:13	Traffic Stop	Hill St	Traffic stop for speeding on Hill Street.
21BA010804	12/05/21 12:04	Directed Patrol - Motor Vehicle	Hill St	Directed Patrol- Traffic enforcement on Hill Street.
21BA010803	12/05/21 12:00	Traffic Stop	Hill St	Traffic stop for speeding on Hill Street.
21BA010802	12/05/21 10:52	Assist - Public	Fourth St	public assist barre city
21BA010801	12/05/21 09:19	Assist - Public	Fourth St	Citizen assist at the PD
21BA010800	12/05/21 08:33	Supervisory Duties - Case review	Fourth St	Supervisory Duties- Case Review
21BA010799	12/05/21 08:02	Assist - Agency	Cottage St	Agency assist to local animal shelter.
21BA010798	12/05/21 02:25	Noise	S Main St	Noise at the Quality Inn
21BA010797	12/05/21 00:00	Assist - Public	Cottage St	Mental Health Issue on Cottage Street.
21BA010796	12/04/21 23:40	Assist - Public	Fourth St	Assist female with questions regarding an RFA
21BA010795	12/04/21 23:19	Traffic Stop	Elm St	Traffic stop on Elm St.
21BA010794	12/04/21 23:00	Traffic Stop	S Main St #	Traffic stop on S. Main St.
21BA010793	12/04/21 22:22	Traffic Stop	Perry St / Hill St	Traffic stop on Academy St.
21BA010792	12/04/21 21:51	Directed Patrol - Other	Fourth St	Directed patrol
21BA010791	12/04/21 21:36	Welfare Check	Vine St	Agency Assist on Fourth Street.

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA010790	12/04/21 21:25	Juvenile Problem	Hill St	12-14-2021 Council Packet Juvenile Problem on Hill Street
21BA010789	12/04/21 19:18	Prisoner - Lodging/Releasing	Fourth St	Prisoner Release on Fourth Street.
21BA010788	12/04/21 19:12	Prisoner	Fourth St	
21BA010787	12/04/21 17:11	Assist - Other	Hollow Inn	Unlawful Mischief on South Main Street.
21BA010786	12/04/21 16:58	Search Warrant	Fourth St	Execution of search warrant
21BA010785	12/04/21 16:33	Assist - Other	Hollow Inn	assist other barre city
21BA010784	12/04/21 15:06	Motor Vehicle Complaint	Summer St	Report of red truck tearing up the roadway on Summer Street.
21BA010783	12/04/21 14:20	Traffic Stop	seminaty/brook st	Traffic stop for expired inspection on N Seminary Street. Operator arrested for DLS and had a warrant.
21BA010782	12/04/21 13:19	Assist - Public	Summer St	public assist barre city
21BA010781	12/04/21 13:18	Noise	Pearl St	noise pearl st
21BA010780	12/04/21 13:08	Assist - Public	South Main St	public assist barre city
21BA010779	12/04/21 12:47	Traffic Stop	North Main St	traffic stop n main st
21BA010778	12/04/21 12:34	Suspicious Event	Pierre Motel	suspicious event barre city
21BA010777	12/04/21 12:01	Supervisory Duties - Case review	Fourth St	Supervisory Duties- Case Review
21BA010776	12/04/21 10:42	Accident - Non Reportable	Summer St	TCNR barre city
21BA010775	12/04/21 10:22	Assist - Agency	Camp St	Assisted Barre Town Police in investigating a fraud case on Camp Street.
21BA010774	12/04/21 10:21	Overdose	Spaulding St	OD spaulding st
21BA010773	12/04/21 10:06	Directed Patrol - Motor Vehicle	Washington St	DPAT washington st
21BA010772	12/04/21 09:37	Assist - Public	Fourth St	public assist barre city
21BA010771	12/04/21 09:32	Directed Patrol - Motor Vehicle	N Main St	DPAT n main st
21BA010770	12/04/21 02:24	Assist - Agency	E. Montpelier Road	Assist to Barre Town PD
21BA010769	12/04/21 01:45	Intoxication	N Main St	Officers responded to a citizen assist call on N. Main St.
21BA010768	12/04/21 00:56	Traffic Stop	Richardson Rd / Jorgenson Ln	Traffic stop on Richardson Rd
21BA010767	12/04/21 00:48	Motor Vehicle Complaint	N Main St	Motor vehicle complaint on N. Main St.
21BA010766	12/04/21 00:30	Domestic Disturbance	Plain St	Domestic disturbance on Maple Ave
21BA010765	12/04/21 00:20	Traffic Stop	Sheridan St	Traffic stop on Sheridan St
21BA010764	12/03/21 23:56	Traffic Stop	Route 62	Traffic stop for registration and equipment violations on Route 62
21BA010763	12/03/21 22:12	Suspicious Event	Bromor St	Suspicious event on Bromur St
21BA010762	12/03/21 21:18	Welfare Check	Spaulding St	Welfare check
21BA010761	12/03/21 19:46	Traffic Stop	Prospect St	Traffic stop for speed on Prospect St

Incident Number	Date/Time	Call Type	Street Name	Media/Press Summary
21BA010760	12/03/21 19:29	Traffic Stop	Prospect St	12-14-2021 Council Packet Traffic stop for speed on Prospect St
21BA010759	12/03/21 19:29	Assist - Public	N Main St	Suspicious incident.
21BA010758	12/03/21 19:14	Prisoner - Lodging/Releasing	Fourth St	Prisoner lodging.
21BA010757	12/03/21 19:13	Prisoner	Fourth St	
21BA010756	12/03/21 19:06	Threats/Harassment	Berlin St	Female reporting harassment via phone
21BA010755	12/03/21 18:46	Suspicious Vehicle	N Main St	Citizen assist
21BA010754	12/03/21 18:42	Directed Patrol - Motor Vehicle	N Main St #	Directed patrol on North Main St.
21BA010753	12/03/21 18:39	Directed Patrol - Motor Vehicle	Prospect St	Directed patrol/Speed Enf. on Prospect St
21BA010752	12/03/21 18:11	Mental Health Issue	Pearl St Ext	Mental health issue on Pearl St
21BA010751	12/03/21 17:49	Motor Vehicle Complaint	N Main	Report of an erratic operator coming in to the city.
21BA010750	12/03/21 16:57	Burglary	Berlin St	Burglary reported on Berlin St
21BA010749	12/03/21 14:07	Domestic Disturbance	Washington St	suspicious event barre city
21BA010748	12/03/21 13:47	Larceny - Other	N Main St	
21BA010747	12/03/21 11:11	Prisoner	Fourth St	
21BA010746	12/03/21 14:53	Accident - Non Reportable	Fourth St	tcmr barre city
21BA010745	12/03/21 09:24	Violation of Conditions of Release	Brooklyn St	VCOR Brooklyn Street
21BA010744	12/03/21 09:13	Suspicious Event	Hooker Avenue	suspicious event barre city
21BA010743	12/03/21 08:22	Juvenile Problem	College St	
21BA010742	12/03/21 08:20	Animal Problem	Seminary St	
21BA010741	12/03/21 06:30	Directed Patrol - Other	Fourth St	Speed cart
21BA010740	12/03/21 05:52	Suspicious Vehicle	Washington St / Quaility Mkt	Suspicious vehicle on Washington Street.
21BA010739	12/03/21 03:18	Parking - Winter Ban - Ticket	Hall St	Winter parking ban on Hall St.
21BA010738	12/03/21 02:48	Motor Vehicle Complaint	Wellington St / Merchant St	Motor vehicle complaint on Wellington St.
21BA010737	12/03/21 02:25	Parking - Winter Ban - Ticket	Spaulding Street	Winter parking ban complaint on Spaulding St.
21BA010736	12/03/21 02:23	Assist - Agency	US Route 302	An Officer assisted the Berlin PD with an alarm
21BA010735	12/03/21 01:18	Parking - Winter Ban - Ticket	Ayer St	An Officer responded to a parking complaint on Ayer St.

## **Council Packet Addendum**

**The materials here are additional documents that did not make the Friday Council Packet.**

12/14/21  
08:28 am

City of Barre Accounts Payable  
Warrant/Invoice Report # 22-25

Page 1 of 2  
hgrandfield

By check number for check acct 01(GENERAL FUND) and check dates 12/15/21 thru 12/15/21

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
01088 AFSCME COUNCIL 93								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0007	UNION DUES PAYABLE	0.00	162.01	E144
03205 CITY OF BARRE PENSION PLAN & TRUST								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0006	ANNUITY PAYABLE	0.00	441.62	143539
03308 COMMUNITY BANK NA								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0013	HSA PAYABLE	0.00	235.00	143540
03337 COMMUNITY BANK NA								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0004	FICA PAYABLE	0.00	18,624.54	143541
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0001	FEDERAL TAX PAYABLE	0.00	12,681.21	143541
						0.00	31,305.75	
05069 EDWARD JONES								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0006	ANNUITY PAYABLE	0.00	67.00	143542
13017 MORGAN ELIJAH								
		5669346	Weather seal	001-6043-350.1050	BLDG/GROUND SUPPLIES	0.00	3.99	E145
14154 NORTH COUNTRY FEDERAL CREDIT UNION								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0013	HSA PAYABLE	0.00	112.00	143543
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0009	SAVINGS PAYABLE	0.00	75.00	143543
						0.00	187.00	
14089 NORTHFIELD SAVINGS BANK								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0013	HSA PAYABLE	0.00	261.00	143544
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0009	SAVINGS PAYABLE	0.00	1,276.39	143544
						0.00	1,537.39	
15046 OFFICE OF CHILD SUPPORT								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0009	SAVINGS PAYABLE	0.00	224.27	143545
15051 ONE CREDIT UNION								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0009	SAVINGS PAYABLE	0.00	1,353.48	143546
16077 PERSHING LLC								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0006	ANNUITY PAYABLE	0.00	125.00	143547
16102 PRUDENTIAL RETIREMENT								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0006	ANNUITY PAYABLE	0.00	320.00	143548
22100 VERMONT DEPT OF TAXES								
	PR01:261	PR-12/15/21	Payroll Transfer	001-2000-240.0002	STATE TAX PAYABLE	0.00	4,038.67	143549



12/14/21  
08:28 am

City of Barre Accounts Payable  
Warrant/Invoice Report # 22-25

By check number for check acct 01 (GENERAL FUND) and check dates 12/15/21 thru 12/15/21

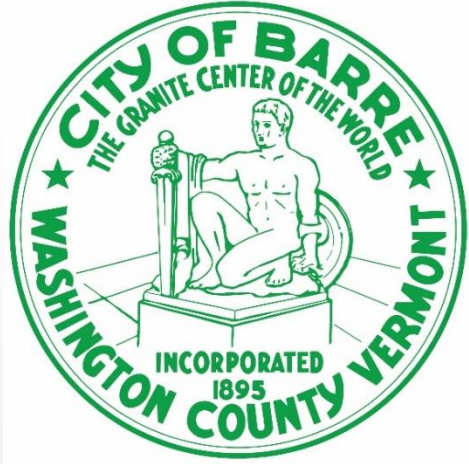
Vendor								
PO	Invoice	Invoice	Account	Account		PO	Invoice	
Number	Number	Description	Number	Description		Amount	Amount	Check

Report Total

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40,001.18  
=====

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 \$ \*\*\*\*40,001.18  
Let this be your order for the payments of these amounts.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# ARPA

## American Rescue Plan Act

# COORDINATION BRIEFING

## Barre City Council

## December 14, 2021



## **Briefing Purpose:**

Planning session to start the discussion for developing the Council's process for the identification, selection, and approval of ARPA Funded projection of ARPA funds

## **Background:**

Available Funds:	<b>\$2,549,241</b>
Obligated by:	<b>December 31, 2024</b>
Expended by:	<b>December 31, 2026</b>

# Treasury Guidance / What you CAN Spend \$\$ On

1. **Pandemic Response**: To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. **Workforce/Personnel**: To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. **Lost Revenue**: ~~For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and~~
4. **Water, Sewer, Broadband Infrastructure**: To make necessary investments in water, sewer, or broadband infrastructure. IN addition, Congress clarified two types of uses which do not fall within these four (4) categories.



## Proposals/Projects Identification

Council to decide if it wishes a  
**Public ARPA Proposals Funding Request**  
**Notice and Solicitation** process



# Recommended Application Process

- Staff to develop **Application Form** for Council's refinement/approval
- External Applicants to submit **Letter of Interest**
- Applications to be submitted to Manager for **Staff Review/Vetting**
- Manager submits Proposals to Council for **review and funding decision**



# **APPLICATION FORM**

- Letter of Interest
- Organization Name
- Organization Contact Info
  - Proposal Name
  - Proposal Budget
- Organization Match
- ARPA Funding Request
- Applicable Expenditure Category
- Proposal Document Attachment

12/11/21

## ARPA FUNDING REQUESTS LOG

ARPA ALLOCATION:	UNCOMMITTED BALANCE (Approved Requests)	UNCOMMITTED BALANCE (Includes Pending Requests)
\$2,549,241	\$2,532,241	\$1,162,341

Proposer	Project Caption	Brief Description	Amount or Cost Magnitude	Approved by Council	ARPA Criteria*
<b>APPROVED</b>					
Councilor Waszazak/Loren Polk	Aldrich Library Warming Shelter	Morning Homeless Warming Shelter	\$17,000	11/16/21	1
<b>APPROVED SUBTOTAL:</b>			<b>\$17,000</b>		
<b>QUEUE (Pending Council approval)</b>					
Councilor Stockwell	Revolving Housing Fund		\$200,000		1
Michelle Kersey (Downstreet)	Downstreet Recovery Residence		\$60,000		1
DPW Director/Manager	Infrastructure Projects	Water Capital Plan - FY23	\$510,000		4
		Water Capital Plan - FY24	\$500,000		4
		Sewer Division Capital Plan - FY23	\$49,150		4
		Sewer Division Capital Plan - FY24	\$50,750		4
<b>PENDING SUBTOTAL:</b>			<b>\$1,369,900</b>		



## Appendix 1: Expenditure Categories

The Expenditure Categories (EC) listed below must be used to categorize each project as noted in Part 2 above. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

1: Public Health	
1.1	COVID-10 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.) *
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services *
1.11	Substance Use Services *
1.12	Other Public Health Services

## 2: Negative Economic Impacts

2.1	Household Assistance: Food Programs * ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid * ^
2.3	Household Assistance: Cash Transfers * ^
2.4	Household Assistance: Internet Access Programs * ^
2.5	Household Assistance: Eviction Prevention * ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers *
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives ) * ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General) * ^
2.10	Aid to Nonprofit Organizations *
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support * ^
2.14	Rehiring Public Sector Staff

### 3: Services to Disproportionately Impacted Communities

3.1	Educational Assistance: Early Learning * ^
3.2	Educational Assistance: Aid to High-Poverty Districts ^
3.3	Educational Assistance: Academic Services * ^
3.4	Educational Assistance: Social, Emotional, and Mental Health Services * ^
3.5	Educational Assistance: Other * ^
3.6	Healthy Childhood Environments: Child Care * ^
3.7	Healthy Childhood Environments: Home Visiting * ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System * ^
3.9	Healthy Childhood Environments: Other * ^
3.10	Housing Support: Affordable Housing * ^
3.11	Housing Support: Services for Unhoused Persons * ^
3.12	Housing Support: Other Housing Assistance * ^
3.13	Social Determinants of Health: Other * ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators * ^
3.15	Social Determinants of Health: Lead Remediation * ^
3.16	Social Determinants of Health: Community Violence Interventions * ^

## 4: Premium Pay

4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers

## 5: Infrastructure<sup>27</sup>

5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Consumption
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking Water: Treatment
5.11	Drinking Water: Transmission & Distribution
5.12	Drinking Water: Transmission & Distribution: Lead Remediation
5.13	Drinking Water: Source
5.14	Drinking Water: Storage
5.15	Drinking Water: Other Water Infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects

## 6: Revenue Replacement

6.1	Provision of Government Services
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## 7: Administrative

7.1	Administrative Expenses
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7.2	Evaluation and Data Analysis
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7.3	Transfers to Other Units of Government
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7.4	Transfers to Non-entitlement Units (States and Territories only)
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\* Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details)



# *City of Barre, Vermont*

*“Granite Center of the World”*

Steven E. Mackenzie, P.E.  
City Manager

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Barre, VT 05641  
Telephone (802) 476-0240

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

## **Manager’s Report**

### **Tuesday**

### **12/14/21**

#### **Councilors:**

Following is my written summary of notable or significant municipal activities originating from or coordinated by the Manager’s office for the preceding week. I provide this in lieu of a verbal report at the Council meeting, but will certainly address any questions you may have during the meeting

#### **COVID UPDATE:**

Status Quo. No change.

The City masking protocol remains in place and unchanged until further guidance is issued by the CDC or the VDOH. **Mask Wearing is required in all City Facilities, vaccinated or not.** Current CDC exposure/quarantine protocol: You do not need to quarantine if you are fully vaccinated and do not have symptoms of COVID. Should you wish to get tested but you do not exhibit symptoms, you do not need to quarantine after the test.

#### **OPERATIONAL ITEMS:**

**Police Chief Search Update:** The Managers Advisory Committee held four interviews this week with short listed candidates. We will meet again this week to select two semi-finalists for a 2<sup>nd</sup> interview, which we have scheduled for December 20<sup>th</sup>.

**Barre City/BADC Staff Coord Mtg:** This past week Janet Shatney and I initiated our bi-weekly (Mondays) coordination meetings. Principal item of discussion this week was completing the administrative coordination requirements to formally accept the Northern Borders Commission No. Mains steed Pump Station Grant.

**City Employee Longevity Awards:** I anticipate announcement of the annual employee longevity awards this week. Due to the COVID induced cancelation of the annual Holiday Party, we will distribute these Certificates and/or Awards directly to the recognized employees this year. Recognition will be given to all employees for years of service in 5 year increments starting with an employee's 10th year of service. Years of Service will be determined effective at the end of each Fiscal Year (June 30<sup>th</sup>). For those employees with extended longevity of 25 years of longer, Gift Cards will be presented in addition to the Certificates of Recognition.

## **EVENTS & REMINDERS:**

**Budget Workshop #2:** Will be held this coming Saturday, 12/18/21 at 12:00 noon in the Council Chamber.

## **MISCELLANEOUS**

**Barre City Yard Waste Facility Development Schedule:** A preliminary site has been identified for screening and advancement thru the development phase. It is the City owned snow storage area on Upper Farwell Street before the Recreation Fields entrance. Bill Ahearn will complete the site screening over the winter, and if the site proves feasible from both a physical and regulatory standpoint, will coordinate with the Central Vermont Regional Planning Commission and DEC Solid Waste Division to pursue the final design and obtain permit approval. With good luck, the site may be available for use late fall, 2022, but more likely on the summer of 2023 at the latest.

**Water/Wastewater Rate Structure Review schedule:** Review of the Water/Wastewater Rate Structure(s) can be completed internally with Water and Finance Department staff under Bill Ahearn's direction. We anticipate we will present Rate Structure modifications and recommendations to Council on/before the 2/24 Council Mtg.

**Barre Town Water/Waste Agreements Review Schedule:** Review of the Water/Sewer Agreements is more complicated and will require outside, 3<sup>rd</sup> party assistance. The anticipated schedule for undertaking this work is as follows:

- a. **Water Agreement Review:** We will issue an RFP for technical assistance NLT 12/27 with a due date of 1/14. We expect to engage a consultant on/about 1/28, with a report/recommendations in approximately 8-10 weeks thereafter.

**b. Wastewater Agreement Review:**

We expect to add this agreement review work to the Scope of Work to be negotiated with the soon to be selected Consultant for the 20-year Wastewater Treatment Facility (WWTF) Evaluation. Review/updating of the technical elements of the agreement (i.e. waste loading parameters) will be directly related to the consultant's evaluation of the waste loading to the treatment facility, which as you know from a prior briefing by the DPW Director, has changed significantly in recent years due to an increase in industrial users in the Town. We will advise as to time frame of this review once the work scope and schedule are determined with the selected consultant.

- c. **Legal Review:** I will engage the City Attorney for and routine review and/or assistance as appropriate as we undertake this work.



Employee Tax Summary Report

by name for check dates 12/15/21 thru 12/15/21

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 0090	ABARE, LANCE R.										
967.20	56.39	56.14	13.13	19.54	0.00	56.14	13.13	0.00	0.00	0.00	0.00
Employee: 0136	AHEARN, WILLIAM E.										
1940.80	161.84	119.14	27.86	93.61	0.00	119.14	27.86	0.00	0.00	0.00	0.00
Employee: 0145	ALDSWORTH, JOSEPH G.										
1626.50	137.72	96.57	22.59	39.52	0.00	96.57	22.59	0.00	0.00	0.00	0.00
Employee: 0155	AMARAL, ANTHONY C.										
575.00	34.04	35.65	8.34	7.46	0.00	35.65	8.34	0.00	0.00	0.00	0.00
Employee: 0190	AVERY, CARROLL A.										
1013.60	61.86	60.84	14.23	26.87	0.00	60.84	14.23	0.00	0.00	0.00	0.00
Employee: 0417	BARIL, JAMES A.										
1527.20	172.86	86.65	20.26	51.78	0.00	86.65	20.26	0.00	0.00	0.00	0.00
Employee: 0570	BENJAMIN, KENNETH S.										
1427.40	136.11	87.39	20.44	41.47	0.00	87.39	20.44	0.00	0.00	0.00	0.00
Employee: 0580	BENSON, NICHOLAS J.										
1597.95	207.12	96.77	22.63	62.05	0.00	96.77	22.63	0.00	0.00	0.00	0.00
Employee: 0590	BERGERON, JEFFREY R.										
1334.60	99.65	79.77	18.66	31.61	0.00	79.77	18.66	0.00	0.00	0.00	0.00
Employee: 1100	BRAMMAN, KATHRYN H.										
1053.60	113.39	64.83	15.16	33.81	0.00	64.83	15.16	0.00	0.00	0.00	0.00
Employee: 1097	BREAULT, BONNIE J.										
1336.22	165.05	77.17	18.05	49.43	0.00	77.17	18.05	0.00	0.00	0.00	0.00
Employee: 1130	BRENT, DOUGLAS S.										
1786.00	244.20	108.47	25.37	73.18	0.00	108.47	25.37	0.00	0.00	0.00	0.00
Employee: 1182	BROWN, ANDERSON C.										
1106.82	83.86	67.65	15.82	34.53	0.00	67.65	15.82	0.00	0.00	0.00	0.00
Employee: 1390	BULLARD, DON A.										
1167.61	161.40	72.39	16.93	49.44	0.00	72.39	16.93	0.00	0.00	0.00	0.00
Employee: 1397	BULLARD, JONATHAN R.										
1795.70	244.88	108.73	25.43	73.38	0.00	108.73	25.43	0.00	0.00	0.00	0.00
Employee: 1675	CARMINATI, JOEL F., JR										
845.55	69.55	50.70	11.86	20.92	0.00	50.70	11.86	0.00	0.00	0.00	0.00
Employee: 1720	CETIN, MATTHEW J.										
1291.92	72.73	64.69	15.13	24.16	0.00	64.69	15.13	0.00	0.00	0.00	0.00
Employee: 1810	CHARBONNEAU, MICHAEL J.										
1555.05	162.94	84.04	19.65	48.80	0.00	84.04	19.65	0.00	0.00	0.00	0.00
Employee: 1815	CHASE, SHERRY L.										
807.60	70.95	46.16	10.80	21.37	0.00	46.16	10.80	0.00	0.00	0.00	0.00
Employee: 1832	CLARK, KAILYN C.										
819.61	54.99	50.82	11.88	22.46	0.00	50.82	11.88	0.00	0.00	0.00	0.00
Employee: 1964	COPPING, NICHOLAS R.										
1510.64	167.48	85.02	19.88	50.16	0.00	85.02	19.88	0.00	0.00	0.00	0.00
Employee: 2015	CRUGER, ERIC J.										
1539.02	196.43	93.36	21.84	58.85	0.00	93.36	21.84	0.00	0.00	0.00	0.00
Employee: 2205	CUSHMAN, BRIAN K.										
1522.62	116.35	88.76	20.76	36.34	0.00	88.76	20.76	0.00	0.00	0.00	0.00
Employee: 2207	CYR, CHRISTOPHER M.										
34.38	0.00	2.13	0.50	0.00	0.00	2.13	0.50	0.00	0.00	0.00	0.00
Employee: 2240	DAWES, CAROLYN S.										
1237.55	125.78	72.64	16.99	37.53	0.00	72.64	16.99	0.00	0.00	0.00	0.00
Employee: 2330	DEGREENIA, CATHERINE I.										
1224.40	145.15	70.37	16.46	42.86	0.00	70.37	16.46	0.00	0.00	0.00	0.00

City of Barre Payroll  
Employee Tax Summary Report  
by name for check dates 12/15/21 thru 12/15/21

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 2332	DEMELL, WILLIAM M.										
1049.20	100.86	59.83	13.99	30.18	0.00	59.83	13.99	0.00	0.00	0.00	0.00
Employee: 2355	DEXTER, DONNEL A.										
1194.00	139.62	67.10	15.69	41.81	0.00	67.10	15.69	0.00	0.00	0.00	0.00
Employee: 2400	DODGE, SHAWN M.										
987.24	64.64	60.43	14.14	26.70	0.00	60.43	14.14	0.00	0.00	0.00	0.00
Employee: 2415	DONALD, LANCE B.										
963.15	95.37	57.99	13.56	28.53	0.00	57.99	13.56	0.00	0.00	0.00	0.00
Employee: 2445	DROWN, JACOB D.										
1426.28	196.24	88.03	20.59	58.79	0.00	88.03	20.59	0.00	0.00	0.00	0.00
Employee: 2580	DURGIN, STEVEN J.										
1566.76	184.27	90.13	21.08	55.20	0.00	90.13	21.08	0.00	0.00	0.00	0.00
Employee: 2683	EASTMAN, LARRY E., JR										
1602.90	189.49	91.84	21.48	56.76	0.00	91.84	21.48	0.00	0.00	0.00	0.00
Employee: 2980	FARNHAM, BRIAN D.										
1464.73	181.14	88.56	20.71	54.26	0.00	88.56	20.71	0.00	0.00	0.00	0.00
Employee: 2985	FECHER, JESSE T.										
977.42	71.89	60.60	14.17	27.95	0.00	60.60	14.17	0.00	0.00	0.00	0.00
Employee: 3027	FLEURY, JASON R.										
1324.00	141.48	73.37	17.16	42.36	0.00	73.37	17.16	0.00	0.00	0.00	0.00
Employee: 3275	FREY, JACOB D.										
2061.73	247.44	121.48	28.41	73.90	0.00	121.48	28.41	0.00	0.00	0.00	0.00
Employee: 3375	GAYLORD, AMOS R.										
2056.64	305.43	127.02	29.71	91.00	0.00	127.02	29.71	0.00	0.00	0.00	0.00
Employee: 3560	GILBERT, DAVID P.										
990.00	102.31	60.04	14.04	30.61	0.00	60.04	14.04	0.00	0.00	0.00	0.00
Employee: 3690	GRANDFIELD, HEATHER L.										
983.00	87.39	59.33	13.88	39.07	0.00	59.33	13.88	0.00	0.00	0.00	0.00
Employee: 3697	GUARRIELLO, AVA M.										
35.25	0.00	2.19	0.51	0.00	0.00	2.19	0.51	0.00	0.00	0.00	0.00
Employee: 3701	GUYETTE, BRANDON L.										
1312.98	137.75	81.40	19.04	52.16	0.00	81.40	19.04	0.00	0.00	0.00	0.00
Employee: 4015	HASTINGS, CLARK H., III										
998.56	100.52	59.56	13.93	30.07	0.00	59.56	13.93	0.00	0.00	0.00	0.00
Employee: 4025	HAYNES, WILLIAM D.										
1216.74	108.83	66.53	15.56	32.57	0.00	66.53	15.56	0.00	0.00	0.00	0.00
Employee: 4100	HEDIN, LAURA T.										
1201.60	117.66	71.25	16.66	35.09	0.00	71.25	16.66	0.00	0.00	0.00	0.00
Employee: 4137	HERRING, JAMIE L.										
1107.85	39.25	68.20	15.95	23.13	0.00	68.20	15.95	0.00	0.00	0.00	0.00
Employee: 4214	HOAR, BRIAN W.										
2232.15	138.70	131.42	30.74	57.52	0.00	131.42	30.74	0.00	0.00	0.00	0.00
Employee: 4230	HOULE, JONATHAN S.										
1805.06	251.88	110.77	25.90	75.48	0.00	110.77	25.90	0.00	0.00	0.00	0.00
Employee: 4250	HOWARTH, ROBERT C.										
1329.30	46.85	72.07	16.86	16.68	0.00	72.07	16.86	0.00	0.00	0.00	0.00
Employee: 4260	HOYT, EVERETT J.										
1136.69	80.75	64.18	15.01	36.40	0.00	64.18	15.01	0.00	0.00	0.00	0.00
Employee: 4745	KELLY, JOSEPH E., JR										
1025.21	33.66	54.37	12.72	12.81	0.00	54.37	12.72	0.00	0.00	0.00	0.00
Employee: 4764	KINIRY, LIA K.										
38.19	0.00	2.37	0.55	0.00	0.00	2.37	0.55	0.00	0.00	0.00	0.00

City of Barre Payroll  
Employee Tax Summary Report  
by name for check dates 12/15/21 thru 12/15/21

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 4770	KIRKPATRICK, TROY S.										
1398.40	138.53	80.64	18.86	39.16	0.00	80.64	18.86	0.00	0.00	0.00	0.00
Employee: 4790	KOSAKOWSKI, JOSHUA D.										
1006.00	100.58	59.60	13.94	30.09	0.00	59.60	13.94	0.00	0.00	0.00	0.00
Employee: 4908	LAPERLE, JESSICA L.										
933.96	84.17	54.98	12.86	25.07	0.00	54.98	12.86	0.00	0.00	0.00	0.00
Employee: 4985	LEWIS, BRITTANY L.										
1068.80	109.65	65.78	15.38	32.81	0.00	65.78	15.38	0.00	0.00	0.00	0.00
Employee: 5010	LOWE, ROBERT L.										
1877.13	190.47	108.76	25.43	57.61	0.00	108.76	25.43	0.00	0.00	0.00	0.00
Employee: 5049	MACHIA, DELPHIA L.										
927.60	72.57	50.98	11.92	21.83	0.00	50.98	11.92	0.00	0.00	0.00	0.00
Employee: 5048	MACKENZIE, STEVEN E.										
2137.05	236.68	127.74	29.87	93.20	0.00	127.74	29.87	0.00	0.00	0.00	0.00
Employee: 5065	MAHONEY, BRANDYN A.										
480.00	24.81	29.76	6.96	14.03	0.00	29.76	6.96	0.00	0.00	0.00	0.00
Employee: 5085	MALONEY, JASON F.										
1353.42	119.22	80.10	18.73	37.14	0.00	80.10	18.73	0.00	0.00	0.00	0.00
Employee: 5290	MARTEL, JOELL J.										
1190.00	110.46	68.78	16.09	32.93	0.00	68.78	16.09	0.00	0.00	0.00	0.00
Employee: 5425	MCGOWAN, JAMES R.										
1931.33	321.43	117.12	27.39	81.35	0.00	117.12	27.39	0.00	0.00	0.00	0.00
Employee: 5520	METIVIER, CHERYL A.										
998.60	95.29	61.43	14.37	28.50	0.00	61.43	14.37	0.00	0.00	0.00	0.00
Employee: 5600	MICHELI, STEVEN N.										
1592.80	132.72	97.33	22.76	45.78	0.00	97.33	22.76	0.00	0.00	0.00	0.00
Employee: 5725	MONAHAN, DAWN M.										
1657.20	135.48	94.28	22.05	41.68	0.00	94.28	22.05	0.00	0.00	0.00	0.00
Employee: 5751	MORGAN, ELIJAH R.										
1256.50	116.66	75.26	17.60	45.83	0.00	75.26	17.60	0.00	0.00	0.00	0.00
Employee: 5765	MORRIS, SCOTT D.										
2639.06	347.49	162.37	37.97	133.80	0.00	162.37	37.97	0.00	0.00	0.00	0.00
Employee: 5768	MORRISON, CAMDEN A.										
1111.43	116.29	67.93	15.89	34.81	0.00	67.93	15.89	0.00	0.00	0.00	0.00
Employee: 5770	MOTT, JOHN C.										
215.97	14.00	13.39	3.13	5.19	0.00	13.39	3.13	0.00	0.00	0.00	0.00
Employee: 5880	MURPHY, BRIANNA E.										
1138.40	118.92	68.85	16.10	35.59	0.00	68.85	16.10	0.00	0.00	0.00	0.00
Employee: 5930	NORWAY, JOANNE P.										
764.91	69.74	45.39	10.61	21.04	0.00	45.39	10.61	0.00	0.00	0.00	0.00
Employee: 5940	NYKIEL, BRYAN T.										
1401.34	112.97	86.88	20.32	35.33	0.00	86.88	20.32	0.00	0.00	0.00	0.00
Employee: 6030	PARKER, ROWDIE Y.										
987.20	112.58	59.48	13.91	33.69	0.00	59.48	13.91	0.00	0.00	0.00	0.00
Employee: 6040	PARSHLEY, TONIA C.										
301.56	23.24	18.70	4.37	8.06	0.00	18.70	4.37	0.00	0.00	0.00	0.00
Employee: 6421	PEACOCK, CAITLIN G.										
47.00	0.00	2.91	0.68	0.00	0.00	2.91	0.68	0.00	0.00	0.00	0.00
Employee: 6088	PIERCE, JOEL M.										
1335.17	99.99	79.06	18.49	31.77	0.00	79.06	18.49	0.00	0.00	0.00	0.00
Employee: 6377	POIRIER, HOLDEN R.										
1498.26	192.25	91.92	21.50	57.59	0.00	91.92	21.50	0.00	0.00	0.00	0.00

City of Barre Payroll  
Employee Tax Summary Report  
by name for check dates 12/15/21 thru 12/15/21

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 6395	POULIOT, BROOKE L.										
848.80	60.32	52.63	12.31	20.70	0.00	52.63	12.31	0.00	0.00	0.00	0.00
Employee: 6407	PRETTY, ALYSSA A.										
953.54	69.34	59.12	13.83	26.55	0.00	59.12	13.83	0.00	0.00	0.00	0.00
Employee: 6416	PROTZMAN, TODD A.										
575.00	46.13	35.65	8.34	14.38	0.00	35.65	8.34	0.00	0.00	0.00	0.00
Employee: 6415	PRUITT, BRITTAIN J.										
1155.84	31.12	62.05	14.51	11.89	0.00	62.05	14.51	0.00	0.00	0.00	0.00
Employee: 6418	PULLMAN, DAVID L.										
58.17	0.00	3.12	0.73	0.00	0.00	3.12	0.73	0.00	0.00	0.00	0.00
Employee: 6440	QUARANTA, STEPHANIE L.										
1358.80	201.00	77.35	18.09	54.72	0.00	77.35	18.09	0.00	0.00	0.00	0.00
Employee: 6600	REALE, MICHAEL R.										
1292.24	155.26	80.12	18.74	46.50	0.00	80.12	18.74	0.00	0.00	0.00	0.00
Employee: 6623	RICH, STEVEN A.										
990.24	51.75	60.50	14.15	12.57	0.00	60.50	14.15	0.00	0.00	0.00	0.00
Employee: 6640	RIVARD, SYLVIE R.										
941.55	94.19	57.58	13.47	28.17	0.00	57.58	13.47	0.00	0.00	0.00	0.00
Employee: 6689	ROCHFORD, ZACHARY J.										
1153.20	94.79	71.50	16.72	30.32	0.00	71.50	16.72	0.00	0.00	0.00	0.00
Employee: 6870	RUBALCABA, DAVID T.										
2252.11	343.62	138.19	32.32	101.69	0.00	138.19	32.32	0.00	0.00	0.00	0.00
Employee: 6872	RUSSELL, PAULA L.										
1080.80	72.74	63.29	14.80	24.17	0.00	63.29	14.80	0.00	0.00	0.00	0.00
Employee: 6874	RYAN, PATTY L.										
1536.40	213.20	95.26	22.28	70.88	0.00	95.26	22.28	0.00	0.00	0.00	0.00
Employee: 7049	SCHAUER, RUSSELL A.										
370.40	0.00	22.96	5.37	0.00	0.00	22.96	5.37	0.00	0.00	0.00	0.00
Employee: 7100	SEAVER, DEBBIE L.										
1259.15	202.92	75.07	17.56	65.29	0.00	75.07	17.56	0.00	0.00	0.00	0.00
Employee: 7190	SHATNEY, JANET E.										
1325.35	93.20	76.40	17.87	29.81	0.00	76.40	17.87	0.00	0.00	0.00	0.00
Employee: 7220	SHERIDAN, GARY R., JR										
1945.30	174.64	118.97	27.83	52.83	0.00	118.97	27.83	0.00	0.00	0.00	0.00
Employee: 7312	SMITH, CLINT P.										
1053.60	107.49	63.17	14.77	32.04	0.00	63.17	14.77	0.00	0.00	0.00	0.00
Employee: 7314	SOUTHWORTH, NORWOOD J.										
1039.61	115.64	63.97	14.96	34.61	0.00	63.97	14.96	0.00	0.00	0.00	0.00
Employee: 7330	STRACHAN, ROBBIE B.										
1228.75	96.63	76.18	17.82	27.92	0.00	76.18	17.82	0.00	0.00	0.00	0.00
Employee: 7334	STRASSBERGER, KIRK E.										
973.56	61.83	56.93	13.32	21.12	0.00	56.93	13.32	0.00	0.00	0.00	0.00
Employee: 7450	SUPERNAL, MERTON A.										
980.40	60.01	52.87	12.37	13.93	0.00	52.87	12.37	0.00	0.00	0.00	0.00
Employee: 7465	TAFT, FRANCIS R.										
1437.50	171.21	85.58	20.02	51.28	0.00	85.58	20.02	0.00	0.00	0.00	0.00
Employee: 7520	TILLINGHAST, ZACHARY M.										
1260.20	129.10	72.53	16.96	38.65	0.00	72.53	16.96	0.00	0.00	0.00	0.00
Employee: 7600	TUCKER, RANDALL L.										
1965.71	246.88	115.55	27.02	73.85	0.00	115.55	27.02	0.00	0.00	0.00	0.00
Employee: 7610	TUCKER, RUSSELL W.										
1145.20	87.85	63.40	14.83	27.54	0.00	63.40	14.83	0.00	0.00	0.00	0.00



**CITY COUNCIL MEETING  
LICENSES & PERMITS – PART OF CONSENT AGENDA  
December 14, 2021**

**2022 FOOD ESTABLISHMENT LICENSE: Has Health Officer Approval.**

- Delicate Decadence, 14 N. Main Street
- Espresso Bueno, 248 N. Main Street
- Community Kitchen Academy (Capstone), 20 Gable Place

**2022 FOOD TAKE OUT LICENSE: Has Health Officer Approval.**

- Cumberland Farms (2 locations), 135 S. Main Street & 524 N. Main Street

**2022 FOOD VENDING LICENSE: Has Health Officer Approval.**

**2022 PAWN SHOP LICENSE: Has Police Chief Approval.**

**2022 WASTE DISPOSAL COLLECTOR'S LICENSE: Has Zoning Administrator Approval**

- Casella Waste Management, 16 pick-up vehicles
- MK Trucking, 3 drop-off vehicles

**2022 VEHICLE FOR HIRE SERVICE OPERATOR'S AND VEHICLE LICENSE: Has Police Department Approval.**

**2022 VEHICLE FOR HIRE DRIVER'S LICENSE: Has Police Chief Approval.**

**2022 ENTERTAINMENT LICENSE: Has Police Chief Approval.**

**2022 MOVIE THEATER LICENSE: Has Health Officer Approval**

**2022 VENDING LICENSE: Has Health Officer Approval**

**2022 COMMERCIAL SWIMMING POOL LICENSE: Has Health Officer Approval**

- ReHabGYM, 219 N. Main Street