

SPECIAL SESSION
Tuesday, November 29, 2022, 6:30pm
Council Chambers

1. Call to Order – 6:30 p.m.
2. Adjustments to the Agenda
3. Executive Session: Personnel
4. Adjournment

REGULAR COUNCIL MEETING
Tuesday, November 29, 2022, 7:00pm

Join Zoom Meeting

<https://us06web.zoom.us/j/84167678361?pwd=b3FQVFhwd3BZVndvRENQlTGV4WU4wZz09>

Meeting ID: 841 6767 8361 Passcode: 425227

One tap mobile 929-205-6099

Page Item

1. Call to Order – 7:00 pm
2. Adjustments to the Agenda
3. Visitors and Communications
4. Consent Agenda
4. A. Regular City Council Meeting of November 15, 2022
7. B. Ratification of Warrants from Week of Wednesday November 23, 2022
7. C. Approval of City Warrants from Week of Wednesday November 30, 2022
17. D. Clerk’s Office Licenses and Permits
18. E. Approval of donation from Brusa Trust to Capstone Crisis Fuel Assistance Program (Clerk)
5. City Clerk & Treasurer Report
6. Liquor Control Board/Cannabis Control Board
7. City Manager’s Report
8. Unfinished Business
9. New Business
20. A. Authorize an emergency allocation in support of the operation of a day-time warming shelter at Aldrich Library (Manager)
21. B. FY24 Budget Department Reviews: Public Works Department (Manager and Department Head)
29. C. FY24 Revenue Review
44. D. Introductory committee re-set discussion (Manager)
48. E. Authorize an engineering contract with Wright-Pierce Consulting Engineers for completion of a 20-year Wastewater Treatment Facility (WWTF) Review (Director Ahearn)
10. Upcoming Business
11. Round Table
12. Executive Session – As Needed
13. Adjourn

Nicolas Storellicastro, City Manager

*The portion of this meeting starting at 6:00pm 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/*

OTHER MEETINGS AND EVENTS

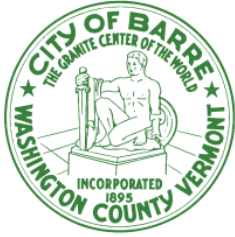
Check the City Website for Meeting Warnings, Agendas, Meeting Location and Log-in Instructions.

Thursday December 1st

Development Review Board 7 P.M. Council Chambers

Monday December 5th

Recreation Committee 5 P.M. Virtual only



City of Barre, Vermont

“Granite Center of the World”

R. Nicolas Storrellicastro
City Manager

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

MEMO

TO: City Council
FR: The Manager
DATE: 11/21/22
SUBJECT: Packet Memo re: 11/29/22 Council Meeting Agenda Items

Councilors:

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

General: None at this time.

Adjustments to the Agenda: None at this time.

Consent Agenda: None at this time.

New Business:

Item 9-A: Authorize an emergency allocation in support of the operation of a day-time warming shelter at Aldrich Library (Manager)

The Homelessness Task Force, the Barre Interfaith Group, and Aldrich Library have requested an emergency allocation of \$6,000 in order to stand-up a warming shelter at Aldrich Library during daytime hours when other places to get warm are not available. The funding request of the City represents half of what is required to operate the shelter. The Barre Interfaith Group has offered to provide matching funds.

This funding request would support a staff person in the Milne Room at the Aldrich Library from 8AM – 11AM Monday – Friday and 8AM – 10AM on Saturday from November through May. I support the request and recommend that the Council allocate this amount from our FY22 audited fund balance of \$666,584.

Item 9-B: FY24 Budget Department Reviews: Public Works (Manager and Director Ahern)

This is the final in our series of department-by-department reviews of the staff’s recommended FY24 budget. As noted prior to other presentations, the Department Head will present an overview of the budget, but the full line-by-line budget is contained in the packet and we are prepared to discuss your questions or comments on any portion of this budget.

Item 9-C: Revenue Review (Manager and Director Monahan)

In this installment of the staff’s FY24 Budget review, we will present to Council new and proposed revenue sources.

Item 9-D: Introductory committee re-set discussion (Manager)

Over the last several months, it has become evident that the City’s committee and task force structure is in need of review. In the attached memo and matrix, I am presenting a first draft of a potential committee re-set for Council’s consideration, discussion, and feedback. It is expected that this conversation may take multiple conversations and engagement with external stakeholders, but the attached proposal aims to lay out a framework to address the challenges that we know are persistent.

In sum, the attached proposal would reduce the number of discretionary committees to 7 total committees, align committees around common themes as opposed to narrow interests and focus, and allow for discrete and sustainable staffing assignments. I look forward to this conversation.

Item 9-E: Authorize an engineering contract with Wright-Pierce Consulting Engineers for completion of a 20-year Wastewater Treatment Plant (WWTF) Review (Director Ahearn)

At the request of Public Works Director Ahearn, I am requesting approval to execute a \$257,000 contract for completion of a mandated 20-year WWTF review. This contract would be funded through the Vermont’s Clean Water State Revolving Fund (CWSRF), which provides funding clean water projects via low interest loans. Any required upfront costs would be funded from the Enterprise Fund through cost underruns in a previously approved allocation for work associated with total ammonia nitrogen improvements.

Please note that I am aware the contract includes the prior Manager as signatory. We have requested a revision from Wright-Pierce prior to executing the contract.

Executive Session: Personnel, to be discussed at 6:30PM.

**Regular Meeting of the Barre City Council
Held November 15, 2022**

The Regular Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 6:03 PM at Barre City Civic Center Alumni Hall, Auditorium Hill, Barre, Vermont. In attendance in person or virtually were: From Ward I, Councilor Emel Cambel; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Michael Deering and Samn Stockwell. City staff members present were City Manager Nicolas Storellicastro, Finance Director Dawn Monahan, Planning Director Janet Shatney, Police Chief Braedon Vail, Buildings and Community Services Assistant Director Stephanie Quaranta, Human Resources Director Rikk Taft, and Clerk/Treasurer Carol Dawes.

Absent: Councilor Thom Lauzon.

Adjustments to the Agenda: Added to the consent agenda: approval of December 3rd Council coin drop with funds being donated to the Barre Juvenile Officers' Association for the holiday gift giving program.

Visitors and Communications – NONE

Approval of Consent Agenda:

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

- A. Approval of Minutes:
 - a. Regular meeting of November 1, 2022.
 - b. Special meeting of November 9, 2022.
- B. City Warrants as presented:
 - a. Ratification of Week 2022-45, dated November 9, 2022:
 - i. Accounts Payable: \$143,065.79
 - ii. Payroll (gross): \$133,259.50
 - b. Approval of Week 2022-46, dated November 16, 2022:
 - i. Accounts Payable: \$124,375.15
 - ii. Payroll (gross): \$136,196.75
- C. 2022 Licenses & Permits:
 - a. Vehicle for Hire license:
 - i. Payless Taxi, one new vehicle
- D. Approval of Sno-Bees Snowmobile Club Landowner Permission Form
- E. Ratification of authorization for the City Manager to execute the Wheelock House lease extension with the Rotary Club of Barre VT
- F. Approval of December 3rd Council coin drop benefiting the Barre Juvenile Officers' Association

City Clerk & Treasurer Report –

Clerk/Treasurer Dawes reported on the following:

- Second quarter property taxes were due by today. The delinquency rate currently stands at 11.88%, with more timely payments expected to be received in the mail over the next few days.
- The second opioid settlement payment was received today in the amount of \$7,554.11, bringing the total for this year to \$14,741.99. The Clerk is researching allowed uses for the money, and any reporting requirements.
- The November 8th general election results are posted on the City website. The participation rate was 47.3% of the checklist, with 2,845 people voting. Early/absentee voters represented 72.3% of the votes cast.

Liquor Control Board/Cannabis Control Board –

Council, acting as the Local Liquor Control Board, approved a 3rd class liquor license renewal for Gusto’s at 28 Prospect Street on motion of Councilor Cambel, seconded by Councilor Stockwell. **Motion carried with Councilor Boutin abstaining.**

Council, acting as the Local Cannabis Control Board, considered a Retailers license application from Forbins Reserve Inc. Forbins Reserve Inc. representative Angela Payette was in attendance to answer any questions from the Council. There was a brief discussion on the differences between federal laws and state laws around cannabis.

Council approved the license on motion of Councilor Waszazak, seconded by Councilor Cambel. **Motion carried with Councilor Boutin abstaining.**

City Manager’s Report –

Manager Storellicastro noted the following:

- Attended a meet and greet with community members put on my Barre Area Development to introduce their new executive director, Aimee Green.
- Attended 50th anniversary ribbon cutting at Wobby’s Jewelers.
- There have been reports about odors from the wastewater treatment facility. The Manager said recent seasonal temperature fluctuations add to the problems associated with needed piping replacement and upgrades. Plans are being developed for the required maintenance.
- Skating at the BOR is open, with 100 people participating in the first week.
- Ryan Starr has been hired as the new IT specialist.

Unfinished Business – NONE

New Business –

A) Authorize application for an Agency of Commerce and Community Development (ACCD) municipal planning grant and Resolution 2022-11 to update the 2012 N. Main to Summer Street Plan.

Mayor Hemmerick recused himself from the discussion and action due to conflict of interest. Councilor Boutin chaired this portion of the meeting.

Planning Director Janet Shatney said the 2012 plan is outdated, and the grant will allow the plan to be reviewed and revised to take current circumstances into consideration. Council approved authorization of the application and resolution on motion of Councilor Waszazak, seconded by Councilor Stockwell. **Motion carried with Mayor Hemmerick recused for conflict of interest.**

Mayor Hemmerick resumed chairing the meeting.

Upcoming Business – NONE

Round Table –

Councilor Deering spoke of the wonderful event before this meeting, when the “Barre Victory” name board from the WWII era transport ship of that name was unveiled in the auditorium lobby.

Councilor Boutin said the Merry Barre Light-Up is scheduled for Saturday, November 26th. There will be horse-drawn carriage rides, a parade, and holiday lighting turned on by Santa in City Hall Park. That day is Small Business Saturday, and people are encouraged to shop in the downtown stores.

To be approved at 11/29/2022 Barre City Council Meeting

Mayor Hemmerick said he was pleased to join the VT Granite Museum board for their recent strategic planning meeting.

Executive Session – NONE

The meeting adjourned at 6:29 PM on motion of Councilor Waszazak, seconded by Councilor Stockwell.
Motion carried.

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

Respectfully submitted,

Carolyn S. Dawes, City Clerk

DRAFT

11/22/22
08:45 am

City of Barre Accounts Payable
Warrant/Invoice Report # 23-21

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HGrandfield

By check number for check acct 01(GENERAL FUND) and check dates 11/23/22 thru 11/23/22

| Vendor | PO Number | Invoice Number | Invoice Description | Account Number | Account Description | PO Amount | Invoice Amount | Check |
|--|-----------|----------------|---------------------------|-------------------|---------------------------|-----------|----------------|--------|
| ----- | | | | | | | | |
| 22019 VT AGY OF TRANSPORTATION | | MEGCM622 | quarry st project | 050-5800-360.1165 | 2018 1.15 MIL BOND EXP | 0.00 | -83.93 | 147285 |
| | | MEGCM722 | quarry st project | 050-5800-360.1165 | 2018 1.15 MIL BOND EXP | 0.00 | 23.11 | 147285 |
| | | | | | | ----- | -60.82 | |
| 01226 AERATION INDUSTRIES INTERNATIONAL | | 0160758 | 60" filled pontoon | 003-8330-320.0740 | EQUIPMENT MAINT | 0.00 | 3,260.00 | 147211 |
| 01088 AFSCME COUNCIL 93 | | PR 11/23/22 | PR we 11/18/23 | 001-2000-240.0007 | UNION DUES PAYABLE | 0.00 | 185.25 | E242 |
| 01060 AMAZON CAPITAL SERVICES | | 141NKKNQ9MNJ | Labels Label Writer | 001-5040-350.1053 | OFFICE SUPPLIES/EQUIPMENT | 0.00 | 155.27 | 147212 |
| 01053 ARGENTI IVANA | | 11082022 | Midterm election | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147213 |
| 01209 AVENU INSIGHTS & ANALYTICS | | INVB-040379 | Land record management | 001-5070-220.0417 | RECORDING OF RECORDS | 0.00 | 758.55 | 147214 |
| 02202 BARRY VIRGINIA | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147215 |
| 02204 BENOIT ELECTRIC INC | | 7136 | measuerd brkn quazite cvr | 003-8330-320.0740 | EQUIPMENT MAINT | 0.00 | 156.00 | 147216 |
| 02304 BLODGETT DIANE | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147217 |
| 02236 BLODGETT ED | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147218 |
| 02119 BURKE PATRICK | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147219 |
| 03410 CAMEL MEL | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147220 |
| 03423 CAPLE CHRISTOPHER | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147221 |
| 03239 CARRIGAN JOAN | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147222 |
| 03420 CHAMPLAIN VALLEY PLUMBING AND HEAT | | 707057 | fuel | 003-8330-330.0825 | FUEL OIL | 0.00 | 307.92 | 147223 |
| | | 707058 | fuel | 001-8050-330.0829 | FUEL OIL - GARAGE | 0.00 | 216.17 | 147223 |
| | | 735690 | fuel | 003-8330-330.0825 | FUEL OIL | 0.00 | 1,996.48 | 147223 |

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08:45 am

City of Barre Accounts Payable
Warrant/Invoice Report # 23-21

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HGrandfield

By check number for check acct 01(GENERAL FUND) and check dates 11/23/22 thru 11/23/22

Vendor

| PO Number | Invoice Number | Invoice Description | Account Number | Account Description | PO Amount | Invoice Amount | Check |
|-----------|------------------------|---------------------------|-------------------|---------------------------|-----------|----------------|--------|
| | | | | | 0.00 | 2,520.57 | |
| 03014 | CLOVERLEAF TOOL CO | | | | | | |
| | 53769 | 8" bandlock coupler | 003-8300-320.0752 | MAIN LINE MAINT VACCON | 0.00 | 169.42 | 147224 |
| 03246 | CURRAN WENDY | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147225 |
| 03203 | CW PRINT + DESIGN | | | | | | |
| | 83995 | outdoor vinyl banners | 001-5040-130.0184 | MANAGER'S EXPENSES | 0.00 | 236.00 | 147226 |
| 04208 | DEERING MICHAEL | | | | | | |
| | 11082022 | Midterm Elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147227 |
| 04502 | DONEY LYNN P | | | | | | |
| | 11102022 | Painting office at PD | 001-7035-320.0727 | BLDG & GROUNDS MAINT | 0.00 | 419.00 | 147228 |
| | 11102022A | Paint walls dispatch PD | 001-7035-320.0727 | BLDG & GROUNDS MAINT | 0.00 | 240.00 | 147228 |
| | 11102022B | paint patch office FD | 001-7035-320.0727 | BLDG & GROUNDS MAINT | 0.00 | 320.00 | 147228 |
| | | | | | 0.00 | 979.00 | |
| 04106 | DUBOIS & KING INC | | | | | | |
| | 1123034 | biosolids improvemnt proj | 003-8330-120.0173 | PROFESSIONAL SERVICES | 0.00 | 1,043.69 | 147229 |
| 04063 | DURGIN STEVEN | | | | | | |
| | 11042022 | speed loaders | 001-6050-340.0941 | EQUIPMENT - SAFETY | 0.00 | 72.79 | 147230 |
| 05069 | EDWARD JONES | | | | | | |
| | PR 11/23/22 | PR we 11/18/22 | 001-2000-240.0006 | ANNUITY PAYABLE | 0.00 | 67.00 | 147290 |
| 05059 | ENDYNE INC | | | | | | |
| | 422270 | WSID5254 TC | 002-8220-320.0749 | WATER SAMPLING/TESTING | 0.00 | 112.50 | 147231 |
| | 422923 | WSID 5254 TC | 002-8220-320.0749 | WATER SAMPLING/TESTING | 0.00 | 90.00 | 147231 |
| | 423133 | WSID 5254 TC SP | 002-8220-320.0749 | WATER SAMPLING/TESTING | 0.00 | 45.00 | 147231 |
| | 423440 | WSID 5254 TC | 002-8220-320.0749 | WATER SAMPLING/TESTING | 0.00 | 45.00 | 147231 |
| | 423441 | WSID 5254 TC SP | 002-8220-320.0749 | WATER SAMPLING/TESTING | 0.00 | 45.00 | 147231 |
| | 425546 | WSID 5254 TC | 002-8220-320.0749 | WATER SAMPLING/TESTING | 0.00 | 112.50 | 147231 |
| | 426242 | WSID 5254 DBP 2 | 002-8220-320.0749 | WATER SAMPLING/TESTING | 0.00 | 1,080.00 | 147231 |
| | 426439 | WSID 5254 TC | 002-8220-320.0749 | WATER SAMPLING/TESTING | 0.00 | 112.50 | 147231 |
| | 426877 | WSID 5254 TC | 002-8220-320.0749 | WATER SAMPLING/TESTING | 0.00 | 112.50 | 147231 |
| | 429319 | Weekly testing | 003-8330-320.0749 | WASTEWATER SAMPLING/TESTI | 0.00 | 310.00 | 147231 |
| | 429609 | weekly testing | 003-8330-320.0749 | WASTEWATER SAMPLING/TESTI | 0.00 | 310.00 | 147231 |
| | | | | | 0.00 | 2,375.00 | |
| 05030 | ESMI OF NEW YORK LLC | | | | | | |
| | 454345 | 10/30-11/5/22 biosolids | 003-8330-230.0519 | DISPOSAL OF SLUDGE | 0.00 | 4,443.84 | 147233 |
| 05007 | EVERETT J PRESCOTT INC | | | | | | |
| | 6103411 | Omni C2 mtr fittings | 002-8200-320.0750 | MAIN LINE MAINT | 0.00 | 4,723.18 | 147234 |

11/22/22
08:45 am

City of Barre Accounts Payable
Warrant/Invoice Report # 23-21

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HGrandfield

By check number for check acct 01 (GENERAL FUND) and check dates 11/23/22 thru 11/23/22

Vendor

| PO Number | Invoice Number | Invoice Description | Account Number | Account Description | PO Amount | Invoice Amount | Check |
|--|----------------|---------------------------|-------------------|---------------------------|-----------|----------------|--------|
| | 6103414 | SRII ECR Mtr 700XL dual | 002-8200-320.0750 | MAIN LINE MAINT | 0.00 | 3,080.20 | 147234 |
| | 6104803 | Valves Grip ring Cplg | 003-8330-320.0727 | BLDG & GROUNDS MAINT | 0.00 | 2,667.89 | 147234 |
| | 6104813 | 1/2" quick cplg | 002-8200-320.0750 | MAIN LINE MAINT | 0.00 | 282.00 | 147234 |
| | | | | | ----- | | |
| | | | | | 0.00 | 10,753.27 | |
| 06009 F W WEBB CO | | | | | | | |
| | 78340584 | Tbng cttr Copper Splt rng | 002-8200-320.0728 | COBBLE HILL PS - MAINT | 0.00 | 327.99 | 147235 |
| | 78358130 | tube 1 cop hrd 1/2x10' | 002-8200-320.0728 | COBBLE HILL PS - MAINT | 0.00 | 26.80 | 147235 |
| | 78379795 | tube 1 cop hrd 1 1/4x10' | 002-8200-320.0728 | COBBLE HILL PS - MAINT | 0.00 | 87.60 | 147235 |
| | | | | | ----- | | |
| | | | | | 0.00 | 442.39 | |
| 07042 GOODWIN BRUCE & JOAN FOX OR CITY O | | | | | | | |
| | 008001610262 | delinq prop tax refund | 001-2000-200.0214 | REFUND OVERPAYMENT-T/C | 0.00 | 20.52 | 147236 |
| 07206 GREAT-WEST TRUST COMPANY, LLC | | | | | | | |
| | PR 11/23/22 | PR we 11/18/22 | 001-2000-240.0006 | ANNUITY PAYABLE | 0.00 | 375.25 | 147291 |
| 07006 GREEN MT POWER CORP | | | | | | | |
| | 11042022 | Hill St/Ayer St traffic | 001-6070-200.0210 | TRAFFIC LIGHT ELECTRICITY | 0.00 | 106.25 | 147237 |
| | 11072022 | E Cobble Hill Road | 002-8200-200.0205 | ELECTRICITY-FIRE DISTRICT | 0.00 | 214.44 | 147237 |
| | 11072022A | Rt 302 PRV | 002-8200-200.0212 | ELECTRICITY - RT 302 POLE | 0.00 | 25.23 | 147237 |
| | 11082022 | Nelson St PRV | 002-8200-200.0203 | ELECTRICITY-NELSON PV | 0.00 | 22.28 | 147237 |
| | | | | | ----- | | |
| | | | | | 0.00 | 368.20 | |
| 08995 GRIFFITH KEITH & ELENA OR CITY OF | | | | | | | |
| | 02794-111522 | delinq water/sewer refund | 001-2000-200.0214 | REFUND OVERPAYMENT-T/C | 0.00 | 2,504.21 | 147238 |
| 07170 GUAZZONI TYLER OR CITY OF BARRE | | | | | | | |
| | 02314-110122 | delinq water/sewer refund | 002-2000-200.0214 | REFUND OVERPAYMENT-T/C | 0.00 | 67.18 | 147239 |
| 07003 GUSTIN AMANDA | | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 87.85 | 147240 |
| 08122 HATCH HERBERT | | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147241 |
| 08053 HOLLAND CO INC | | | | | | | |
| | 18413 | Sodium Aluminate | 003-8330-360.1148 | SODIUM ALUMINATE | 0.00 | 18,278.12 | 147242 |
| 20097 IAFF LOCAL #881 | | | | | | | |
| | PR 11/23/22 | PR we 11/18/22 | 001-2000-240.0007 | UNION DUES PAYABLE | 0.00 | 320.00 | E243 |
| 09021 IRVING ENERGY | | | | | | | |
| | 632121 | propane -WFP | 002-8220-330.0836 | PROPANE | 0.00 | 2,658.97 | 147243 |
| 10003 JARVIS MICHAEL | | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147244 |

11/22/22
08:45 am

City of Barre Accounts Payable
Warrant/Invoice Report # 23-21

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HGrandfield

By check number for check acct 01 (GENERAL FUND) and check dates 11/23/22 thru 11/23/22

Vendor

| PO Number | Invoice Number | Invoice Description | Account Number | Account Description | PO Amount | Invoice Amount | Check |
|-----------|----------------|-----------------------|-------------------|------------------------|-----------|----------------|--------|
| 11003 | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 188.25 | 147245 |
| 12054 | 9310083659 | Grnd whl 40 grit disc | 001-8050-350.1061 | SUPPLIES - GARAGE | 0.00 | 441.68 | 147246 |
| 12049 | 14428 | Replenish spare prts | 003-8330-320.0740 | EQUIPMENT MAINT | 0.00 | 693.00 | 147247 |
| 12099 | 13932886 | Copier lease | 001-5010-210.0312 | OFFICE MACHINES MAINT | 0.00 | 1,016.50 | 147248 |
| 12059 | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147249 |
| 12138 | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147250 |
| 12306 | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147251 |
| 12307 | 11152022 | Reimburse overpymnt | 001-4030-430.4041 | POLICE DEPT FEES | 0.00 | 20.00 | 147252 |
| 13221 | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147253 |
| 13037 | 3407914 | Reimb winter coat | 003-8330-340.0940 | CLOTHING | 0.00 | 123.54 | 147254 |
| 13905 | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147255 |
| 13189 | BB0167485-01 | Cut off saw blades | 001-8050-320.0740 | EQUIPMENT MAINT - STS | 0.00 | 677.96 | 147256 |
| 13919 | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147257 |
| 14016 | 267152 | grass seed | 003-8300-320.0750 | MAIN LINE MAINT | 0.00 | 31.00 | 147258 |
| | 267152 | grass seed | 002-8200-320.0750 | MAIN LINE MAINT | 0.00 | 30.99 | 147258 |
| | 267367 | RV/Marine antifreeze | 002-8200-320.0755 | SERVICES MAINT (CURBS) | 0.00 | 4.00 | 147258 |
| | | | | | ----- | | |
| | | | | | 0.00 | 65.99 | |
| 14147 | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147259 |

11/22/22
08:45 am

City of Barre Accounts Payable
Warrant/Invoice Report # 23-21

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HGrandfield

By check number for check acct 01 (GENERAL FUND) and check dates 11/23/22 thru 11/23/22

| Vendor | PO Number | Invoice Number | Invoice Description | Account Number | Account Description | PO Amount | Invoice Amount | Check |
|-------------------------------------|-----------|----------------|-------------------------|-------------------|---------------------------|-----------|----------------|--------|
| 15031 OFFICE SYSTEMS OF VERMONT INC | | 24AR625042 | lease 10/27/22-10/26/23 | 001-5010-210.0312 | OFFICE MACHINES MAINT | 0.00 | 399.96 | 147260 |
| 15003 ORMSBY'S COMPUTER SYSTEMS INC | | 41658 | OCS support svcs | 001-5040-110.0151 | IT SUPPORT CONTRACT | 0.00 | 50.00 | 147261 |
| 15062 ORR WILLIAM | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147262 |
| 15022 PERREAULT JOANNE | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 25.10 | 147263 |
| 16077 PERSHING LLC | | PR 11/23/22 | PR we 11/18/22 | 001-2000-240.0006 | ANNUITY PAYABLE | 0.00 | 125.00 | 147292 |
| 16003 PIKE INDUSTRIES INC | | 1211218 | 9.5 mm HMA | 002-8200-320.0750 | MAIN LINE MAINT | 0.00 | 1,330.49 | 147264 |
| | | 1211218 | 9.5 mm HMA | 001-8050-360.1172 | BITUMINOUS HOT MIX-ST | 0.00 | 251.49 | 147264 |
| | | 1211793 | 9.5mm HMA | 002-8200-320.0750 | MAIN LINE MAINT | 0.00 | 1,323.02 | 147264 |
| | | 1211793 | 9.5mm HMA | 001-8050-360.1172 | BITUMINOUS HOT MIX-ST | 0.00 | 166.00 | 147264 |
| | | 1212515 | 9.5mm HMA | 001-8050-360.1172 | BITUMINOUS HOT MIX-ST | 0.00 | 82.17 | 147264 |
| | | 1212515 | 9.5mm HMA | 002-8200-320.0750 | MAIN LINE MAINT | 0.00 | 2,073.34 | 147264 |
| | | 1213288 | 65 gyr 9.5 mm | 002-8200-320.0750 | MAIN LINE MAINT | 0.00 | 1,244.17 | 147264 |
| | | 1213288 | 65 gyr 9.5 mm | 001-8050-360.1172 | BITUMINOUS HOT MIX-ST | 0.00 | 82.17 | 147264 |
| | | | | | | 0.00 | 6,552.85 | |
| 16102 PRUDENTIAL RETIREMENT | | PR 11/23/202 | PR we 11/18/22 | 001-2000-240.0006 | ANNUITY PAYABLE | 0.00 | 205.00 | 147293 |
| | | PR 11/23/22 | PR we 11/18/22 | 001-2000-240.0006 | ANNUITY PAYABLE | 0.00 | 130.00 | 147293 |
| | | | | | | 0.00 | 335.00 | |
| 17010 QUADIENT FINANCE USA INC | | 11032022 | Postage | 001-5010-360.1163 | POSTAGE FOR METER | 0.00 | 2,000.00 | 147265 |
| 17002 QUILL CORP | | 28894659 | Popup notes Posits | 001-5040-350.1053 | OFFICE SUPPLIES/EQUIPMENT | 0.00 | 136.23 | 147266 |
| 18216 RICHEY DAVID | | 1595-0077-11 | delinq prop tax refund | 001-2000-200.0214 | REFUND OVERPAYMENT-T/C | 0.00 | 9.08 | 147267 |
| 18216 RICHEY DAVID OR CITY OF BARRE | | 1595-0077-00 | delinq prop tax refund | 001-2000-200.0214 | REFUND OVERPAYMENT-T/C | 0.00 | 7.83 | 147268 |
| 18150 RISTAU ANITA | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147269 |
| 18047 RODRIGUEZ LINDA | | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 138.05 | 147270 |

11/22/22
08:45 am

City of Barre Accounts Payable
Warrant/Invoice Report # 23-21

Page 6 of 7
HGrandfield

By check number for check acct 01 (GENERAL FUND) and check dates 11/23/22 thru 11/23/22

Vendor

| PO Number | Invoice Number | Invoice Description | Account Number | Account Description | PO Amount | Invoice Amount | Check |
|-----------|------------------------------------|---------------------------|-------------------|--------------------------|-----------|----------------|--------|
| 19102 | SECURSHRED | | | | | | |
| | 400708 | 2 Consoles | 001-5040-130.0185 | SECURE SHRED | 0.00 | 30.00 | 147271 |
| 19410 | SIVRET ELLEN | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147272 |
| 19129 | SLACK CHEMICAL CO INC | | | | | | |
| | 447379 | bleach | 003-8330-360.1140 | SODIUM HYPOCHLORITE | 0.00 | 7,616.00 | 147273 |
| 19071 | STOCKWELL SAMN | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147274 |
| 20142 | TARDIE MAXWELL & EMILY OR CITY OF | | | | | | |
| | 02291 | delinq water/sewer refund | 002-2000-200.0214 | REFUND OVERPAYMENT-T/C | 0.00 | 5.16 | 147275 |
| 20069 | TAYLOR TESS | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147276 |
| 20143 | THIBOUTHOT DENIS & LABBE LOUISE OR | | | | | | |
| | 01451 | delinq water/sewer refund | 002-2000-200.0214 | REFUND OVERPAYMENT-T/C | 0.00 | 200.00 | 147277 |
| 20133 | TIME WARNER CABLE | | | | | | |
| | 59701110122 | Internet service | 001-6040-200.0214 | PHONE /LANDLINE/INTERNET | 0.00 | 298.28 | 147278 |
| 20002 | TIMES ARGUS ASSOC INC | | | | | | |
| | 00183247 | Water Main Flushing 11/1 | 002-8200-230.0510 | ADVERTISING/PRINTING | 0.00 | 72.78 | 147279 |
| | 00183300 | Council Agenda 11/8/22 | 001-5010-230.0510 | ADVERTISING/PRINTING | 0.00 | 72.22 | 147279 |
| | | | | | 0.00 | 145.00 | |
| 21002 | UNIFIRST CORP | | | | | | |
| | 70178070 | Uniforms | 003-8330-340.0940 | CLOTHING | 0.00 | 63.72 | 147280 |
| | 70178070 | Uniforms | 003-8330-320.0743 | TRUCK MAINT | 0.00 | 14.77 | 147280 |
| | 70178070 | Uniforms | 003-8300-340.0940 | CLOTHING | 0.00 | 42.69 | 147280 |
| | 70178075 | Uniforms | 001-8050-340.0940 | CLOTHING | 0.00 | 265.60 | 147280 |
| | 70178075 | Uniforms | 002-8200-340.0940 | CLOTHING | 0.00 | 130.58 | 147280 |
| | 70178075 | Uniforms | 003-8300-340.0940 | CLOTHING | 0.00 | 90.98 | 147280 |
| | 70178075 | Uniforms | 001-8050-320.0743 | TRUCK MAINT - STS | 0.00 | 92.31 | 147280 |
| | 70178076 | Uniforms | 002-8220-340.0940 | CLOTHING | 0.00 | 69.64 | 147280 |
| | | | | | 0.00 | 770.29 | |
| 22188 | VERMONT GREEN UP INC | | | | | | |
| | GUV22 | Grnp day appropriation | 001-5010-130.0184 | CITY COUNCIL'S EXPENSES | 0.00 | 300.00 | 147281 |
| 22025 | VLCT | | | | | | |
| | MIS2022-0058 | Town Fair | 001-5040-130.0182 | TRAINING/DEVELOPMENT | 0.00 | 184.00 | 147282 |
| 22052 | VLCT EMPLOYMENT RESOURCE AND BENEF | | | | | | |
| | REN035480-Q1 | quarterly contribution | 001-9100-110.0158 | UNEMPLOYMENT INS | 0.00 | 5,523.00 | 147283 |

11/22/22
08:45 am

City of Barre Accounts Payable
Warrant/Invoice Report # 23-21

Page 7 of 7
HGrandfield

By check number for check acct 01 (GENERAL FUND) and check dates 11/23/22 thru 11/23/22

Vendor

| PO Number | Invoice Number | Invoice Description | Account Number | Account Description | PO Amount | Invoice Amount | Check |
|-----------|--------------------------|-----------------------|-------------------|------------------------|-----------|----------------|--------|
| ----- | | | | | | | |
| 22006 | VLCT PACIF | | | | | | |
| | INT020110122 | PC Interim Adjustment | 001-9060-110.0162 | PROPERTY & CASUALITY | 0.00 | 176.00 | 147284 |
| 22019 | VT AGY OF TRANSPORTATION | | | | | | |
| | MEGCM1022 | Quarry St project | 050-5800-360.1165 | 2018 1.15 MIL BOND EXP | 0.00 | 38.40 | 147285 |
| | MEGCM822 | Quarry Street project | 050-5800-360.1165 | 2018 1.15 MIL BOND EXP | 0.00 | 15.54 | 147285 |
| | MEGCM922 | Quarry St project | 050-5800-360.1165 | 2018 1.15 MIL BOND EXP | 0.00 | 37.94 | 147285 |
| | | | | | ----- | ----- | |
| | | | | | 0.00 | 91.88 | |
| 23094 | WALZ LESLIE | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 56.48 | 147286 |
| 23095 | WALZ TOM | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147287 |
| 23002 | WASZAZAK EDWARD | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147288 |
| 23104 | WENTWORTH LINDA | | | | | | |
| | 11082022 | Midterm elections | 001-5060-100.0110 | PERSONNEL SERVICES | 0.00 | 81.58 | 147289 |
| | | | | | ----- | ----- | |
| | | | | Report Total | | 82,415.59 | |
| | | | | | | ===== | |

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 \$ ****82,415.59
Let this be your order for the payments of these amounts.

Client ID: 22BA

Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:

11/23/2022

| # | Employee | Gross | FWT | FICA | MEDI | SWT | SDI | ERFICA | ERMEDI |
|-----|-------------------------|----------|--------|--------|-------|--------|------|--------|--------|
| 1 | Abare, Lance R. | 1,023.60 | 59.62 | 59.24 | 13.86 | 20.79 | 0.00 | 59.24 | 13.86 |
| 2 | Ahearn, William E. | 2,072.76 | 285.89 | 127.31 | 29.77 | 99.61 | 0.00 | 127.31 | 29.77 |
| 140 | Aldrich, Brady A | 37.65 | 0.00 | 2.33 | 0.54 | 0.00 | 0.00 | 2.33 | 0.54 |
| 3 | Aldsworth, Joseph G. | 1,733.81 | 105.16 | 96.57 | 22.58 | 39.15 | 0.00 | 96.57 | 22.58 |
| 5 | Avery, Carroll A. | 949.20 | 66.05 | 55.07 | 12.88 | 25.79 | 0.00 | 55.07 | 12.88 |
| 6 | Baril, James A. | 1,608.93 | 172.22 | 88.44 | 20.68 | 52.00 | 0.00 | 88.44 | 20.68 |
| 7 | Benjamin, Kenneth S. | 1,009.21 | 102.25 | 61.44 | 14.36 | 31.01 | 0.00 | 61.44 | 14.36 |
| 8 | Bennington, William A. | 1,269.00 | 100.89 | 76.28 | 17.84 | 35.81 | 0.00 | 76.28 | 17.84 |
| 9 | Benson, Nicholas J. | 1,240.68 | 131.77 | 74.54 | 17.44 | 39.87 | 0.00 | 74.54 | 17.44 |
| 10 | Bergeron, Jeffrey R. | 1,402.00 | 104.04 | 83.58 | 19.54 | 33.19 | 0.00 | 83.58 | 19.54 |
| 11 | Blackshaw, Brook W. | 1,148.40 | 87.81 | 70.69 | 16.53 | 30.73 | 0.00 | 70.69 | 16.53 |
| 14 | Bramman, Kathryn H. | 1,053.60 | 109.07 | 64.81 | 15.16 | 32.81 | 0.00 | 64.81 | 15.16 |
| 15 | Breault, Bonnie J. | 1,356.63 | 161.28 | 77.55 | 18.14 | 48.72 | 0.00 | 77.55 | 18.14 |
| 17 | Brown, Anderson C. | 1,237.92 | 99.84 | 75.78 | 17.72 | 41.21 | 0.00 | 75.78 | 17.72 |
| 19 | Bullard, Don A. | 1,207.61 | 165.98 | 74.87 | 17.51 | 51.23 | 0.00 | 74.87 | 17.51 |
| 18 | Bullard, Jonathan R. | 2,068.54 | 293.14 | 125.65 | 29.38 | 88.27 | 0.00 | 125.65 | 29.38 |
| 21 | Carminati Jr., Joel F. | 847.40 | 66.49 | 49.80 | 11.65 | 20.24 | 0.00 | 49.80 | 11.65 |
| 22 | Cetin, Matthew J. | 2,778.75 | 224.76 | 164.08 | 38.37 | 80.45 | 0.00 | 164.08 | 38.37 |
| 23 | Charbonneau, Michael J. | 3,285.45 | 491.99 | 199.29 | 46.61 | 149.78 | 0.00 | 199.29 | 46.61 |
| 24 | Chase, Sherry L. | 874.00 | 77.10 | 50.25 | 11.75 | 23.34 | 0.00 | 50.25 | 11.75 |
| 25 | Clark, Kailyn C. | 983.20 | 71.17 | 60.96 | 14.25 | 27.28 | 0.00 | 60.96 | 14.25 |
| 26 | Collins, April M. | 710.80 | 43.43 | 42.52 | 9.94 | 16.58 | 0.00 | 42.52 | 9.94 |
| 27 | Copping, Nicholas R. | 1,830.70 | 223.28 | 104.35 | 24.41 | 67.32 | 0.00 | 104.35 | 24.41 |
| 28 | Cruger, Eric J. | 1,879.43 | 244.00 | 110.53 | 25.85 | 73.54 | 0.00 | 110.53 | 25.85 |
| 29 | Cushman, Brian K. | 1,665.32 | 123.99 | 95.01 | 22.22 | 38.89 | 0.00 | 95.01 | 22.22 |
| 31 | Dawes, Carolyn S. | 1,300.80 | 132.67 | 76.20 | 17.82 | 39.88 | 0.00 | 76.20 | 17.82 |
| 33 | Degreenia, Catherine I. | 1,705.00 | 242.89 | 100.27 | 23.44 | 72.61 | 0.00 | 100.27 | 23.44 |
| 34 | Demell, William M. | 1,250.28 | 137.38 | 72.21 | 16.89 | 41.55 | 0.00 | 72.21 | 16.89 |
| 35 | Dexter, Donnel A. | 1,254.80 | 169.69 | 76.76 | 17.96 | 51.25 | 0.00 | 76.76 | 17.96 |
| 36 | Dodge, Shawn M. | 924.56 | 69.59 | 56.81 | 13.29 | 26.78 | 0.00 | 56.81 | 13.29 |
| 37 | Donald, Lance B. | 978.80 | 93.76 | 58.93 | 13.78 | 28.47 | 0.00 | 58.93 | 13.78 |
| 38 | Drown, Jacob D. | 1,322.01 | 169.64 | 81.56 | 19.07 | 51.23 | 0.00 | 81.56 | 19.07 |
| 39 | Durgin, Steven J. | 1,750.85 | 202.39 | 101.01 | 23.62 | 61.06 | 0.00 | 101.01 | 23.62 |
| 40 | Eastman Jr., Larry E. | 1,762.00 | 210.81 | 100.37 | 23.47 | 63.58 | 0.00 | 100.37 | 23.47 |
| 42 | Farnham, Brian D. | 1,497.60 | 180.08 | 89.90 | 21.03 | 54.36 | 0.00 | 89.90 | 21.03 |
| 43 | Fecher, Jesse T. | 1,193.91 | 92.85 | 73.51 | 17.19 | 39.11 | 0.00 | 73.51 | 17.19 |
| 44 | Fleury, Jason R. | 1,462.00 | 162.81 | 81.40 | 19.04 | 49.18 | 0.00 | 81.40 | 19.04 |
| 45 | Frey, Jacob D. | 2,168.93 | 261.21 | 127.60 | 29.84 | 78.19 | 0.00 | 127.60 | 29.84 |
| 46 | Gaylord, Amos R. | 1,779.00 | 245.64 | 110.30 | 25.79 | 74.03 | 0.00 | 110.30 | 25.79 |
| 47 | Gilbert, David P. | 1,026.80 | 105.06 | 62.29 | 14.56 | 31.86 | 0.00 | 62.29 | 14.56 |

Client ID: 22BA

WARRANT REPORT

City of Barre

Report As of Date:

11/23/2022

| # | Employee | Gross | FWT | FICA | MEDI | SWT | SDI | ERFICA | ERMEDI |
|-----|------------------------|----------|--------|--------|-------|--------|------|--------|--------|
| 48 | Grandfield, Heather L. | 983.20 | 82.84 | 58.22 | 13.62 | 38.21 | 0.00 | 58.22 | 13.62 |
| 49 | Guyette, Brandon L. | 1,565.85 | 171.74 | 93.30 | 21.82 | 62.78 | 0.00 | 93.30 | 21.82 |
| 50 | Hastings III, Clark H. | 864.00 | 79.44 | 51.42 | 12.03 | 23.99 | 0.00 | 51.42 | 12.03 |
| 150 | Hayden, Harold A | 506.46 | 26.94 | 31.40 | 7.34 | 14.87 | 0.00 | 31.40 | 7.34 |
| 52 | Hedin, Laura T. | 1,296.00 | 129.63 | 76.42 | 17.88 | 38.97 | 0.00 | 76.42 | 17.88 |
| 54 | Herring, Jamie L. | 983.60 | 42.42 | 60.46 | 14.14 | 24.43 | 0.00 | 60.46 | 14.14 |
| 55 | Hoar, Brian W. | 2,247.00 | 151.80 | 131.82 | 30.83 | 64.26 | 0.00 | 131.82 | 30.83 |
| 56 | Houle, Jonathan S. | 1,746.18 | 235.14 | 107.11 | 25.06 | 70.88 | 0.00 | 107.11 | 25.06 |
| 57 | Howarth, Robert C. | 1,655.28 | 88.10 | 91.77 | 21.47 | 28.48 | 0.00 | 91.77 | 21.47 |
| 58 | Hoyt, Everett J. | 1,150.00 | 79.69 | 64.95 | 15.19 | 36.52 | 0.00 | 64.95 | 15.19 |
| 59 | Kelly Jr., Joseph E. | 1,062.00 | 35.19 | 56.56 | 13.23 | 13.47 | 0.00 | 56.56 | 13.23 |
| 60 | Kirkpatrick, Troy S. | 1,686.11 | 176.30 | 102.75 | 24.03 | 50.12 | 0.00 | 102.75 | 24.03 |
| 61 | Kosakowski, Joshua D. | 1,127.81 | 120.93 | 67.13 | 15.70 | 36.62 | 0.00 | 67.13 | 15.70 |
| 62 | Lane, Zebulyn M. | 1,443.44 | 193.27 | 88.67 | 20.74 | 58.32 | 0.00 | 88.67 | 20.74 |
| 63 | Lewis, Brittany L. | 1,640.63 | 210.65 | 99.50 | 23.27 | 63.54 | 0.00 | 99.50 | 23.27 |
| 64 | Lowe, Robert L. | 1,636.44 | 160.26 | 92.88 | 21.72 | 47.85 | 0.00 | 92.88 | 21.72 |
| 65 | Machia, Delphia L. | 997.20 | 78.74 | 55.34 | 12.94 | 23.79 | 0.00 | 55.34 | 12.94 |
| 68 | Maloney, Jason F. | 1,452.43 | 128.22 | 85.83 | 20.07 | 40.07 | 0.00 | 85.83 | 20.07 |
| 130 | Marcellus, John | 47.06 | 0.00 | 2.91 | 0.69 | 0.00 | 0.00 | 2.92 | 0.69 |
| 70 | Martel, Joell J. | 1,356.50 | 138.83 | 78.75 | 18.42 | 41.73 | 0.00 | 78.75 | 18.42 |
| 71 | McGowan, James R. | 2,657.93 | 466.90 | 161.64 | 37.80 | 125.17 | 0.00 | 161.64 | 37.80 |
| 73 | Meitvier, Cheryl A. | 943.60 | 85.01 | 54.59 | 12.77 | 25.54 | 0.00 | 54.59 | 12.77 |
| 75 | Monahan, Dawn M. | 1,758.80 | 145.19 | 101.00 | 23.62 | 44.81 | 0.00 | 101.00 | 23.62 |
| 77 | Morris, Scott D. | 1,121.03 | 125.34 | 68.24 | 15.96 | 52.83 | 0.00 | 68.24 | 15.96 |
| 78 | Morrison, Camden A. | 1,447.72 | 177.30 | 88.78 | 20.77 | 53.53 | 0.00 | 88.78 | 20.77 |
| 80 | Mott, John C. | 277.70 | 19.40 | 17.21 | 4.03 | 7.21 | 0.00 | 17.21 | 4.03 |
| 81 | Murphy, Brianna E. | 1,293.20 | 143.73 | 78.26 | 18.30 | 43.46 | 0.00 | 78.26 | 18.30 |
| 82 | Noack, Rodney | 880.00 | 24.33 | 53.13 | 12.42 | 21.98 | 0.00 | 53.13 | 12.42 |
| 84 | Nykiel, Bryan T. | 1,076.40 | 73.75 | 66.73 | 15.61 | 24.74 | 0.00 | 66.73 | 15.61 |
| 141 | Packer, Caitlin M | 37.65 | 0.00 | 2.33 | 0.55 | 0.00 | 0.00 | 2.33 | 0.55 |
| 85 | Parker, Rowdie Y. | 987.96 | 108.42 | 59.50 | 13.91 | 32.87 | 0.00 | 59.50 | 13.91 |
| 87 | Pierce, Joel M. | 1,405.60 | 112.21 | 87.15 | 20.38 | 35.60 | 0.00 | 87.15 | 20.38 |
| 152 | Pike, Roxanne L | 800.00 | 55.52 | 49.09 | 11.48 | 19.95 | 0.00 | 49.09 | 11.48 |
| 88 | Poirier, Holden R. | 1,658.66 | 217.16 | 101.46 | 23.72 | 65.49 | 0.00 | 101.46 | 23.72 |
| 89 | Pouliot, Brooke L. | 1,094.80 | 85.75 | 67.88 | 15.88 | 28.22 | 0.00 | 67.88 | 15.88 |
| 90 | Pretty, Alyssa A. | 1,263.40 | 108.30 | 78.33 | 18.32 | 43.74 | 0.00 | 78.33 | 18.32 |
| 91 | Protzman, Todd A. | 575.00 | 45.09 | 35.65 | 8.34 | 14.27 | 0.00 | 35.65 | 8.34 |
| 93 | Pullman, David L. | 909.53 | 77.82 | 55.87 | 13.06 | 23.41 | 0.00 | 55.87 | 13.06 |
| 94 | Quaranta, Stephanie L. | 1,424.40 | 206.59 | 80.12 | 18.73 | 56.82 | 0.00 | 80.12 | 18.73 |
| 95 | Reale, Michael R. | 1,387.82 | 169.04 | 86.05 | 20.12 | 51.05 | 0.00 | 86.05 | 20.12 |

Client ID: 22BA

Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:

11/23/2022

| # | Employee | Gross | FWT | FICA | MEDI | SWT | SDI | ERFICA | ERMEDI |
|---------------------|---------------------------|-------------------|------------------|-----------------|-----------------|-----------------|-------------|-----------------|-----------------|
| 97 | Rivard, Sylvie R. | 943.60 | 90.99 | 57.68 | 13.49 | 27.27 | 0.00 | 57.68 | 13.49 |
| 99 | Rubalcaba, David T. | 1,974.06 | 232.68 | 120.93 | 28.28 | 71.45 | 0.00 | 120.93 | 28.28 |
| 100 | Russell, Paula L. | 1,837.51 | 117.47 | 108.19 | 25.30 | 45.38 | 0.00 | 108.19 | 25.30 |
| 101 | Ryan, Patty L. | 2,244.76 | 311.16 | 139.17 | 32.55 | 111.39 | 0.00 | 139.17 | 32.55 |
| 103 | Seaver, Debbie L. | 1,334.50 | 207.61 | 77.59 | 18.15 | 67.12 | 0.00 | 77.59 | 18.15 |
| 104 | Shatney, Janet E. | 1,458.40 | 104.41 | 83.97 | 19.64 | 33.30 | 0.00 | 83.97 | 19.64 |
| 105 | Smith, Clint P. | 1,053.60 | 101.21 | 62.59 | 14.64 | 30.45 | 0.00 | 62.59 | 14.64 |
| 151 | Smith, Michael P. | 928.40 | 60.42 | 52.08 | 12.18 | 21.32 | 0.00 | 52.08 | 12.18 |
| 106 | Southworth, Norwood J. | 1,077.60 | 118.61 | 66.29 | 15.50 | 35.92 | 0.00 | 66.29 | 15.50 |
| 154 | Starr, Ryan M | 940.00 | 45.13 | 58.28 | 13.63 | 22.29 | 0.00 | 58.28 | 13.63 |
| 148 | Storellicastro, Nicolas R | 2,264.62 | 190.42 | 132.12 | 30.90 | 42.24 | 0.00 | 132.12 | 30.90 |
| 109 | Strachan, Robbie B. | 1,288.41 | 100.18 | 79.43 | 18.58 | 29.19 | 0.00 | 79.43 | 18.58 |
| 110 | Strassberger, Kirk E. | 1,177.38 | 80.51 | 69.21 | 16.19 | 26.75 | 0.00 | 69.21 | 16.19 |
| 111 | Taft, Francis R. | 1,508.40 | 179.79 | 89.90 | 21.03 | 54.28 | 0.00 | 89.90 | 21.03 |
| 112 | Tillinghast, Zachary M. | 2,578.23 | 390.17 | 154.19 | 36.06 | 116.71 | 0.00 | 154.19 | 36.06 |
| 113 | Tucker, Randall L. | 1,492.00 | 138.06 | -68.46 | -16.01 | 41.50 | 0.00 | -68.46 | -16.01 |
| 114 | Tucker, Russell W. | 1,185.20 | 112.02 | 66.75 | 15.61 | 29.06 | 0.00 | 66.75 | 15.61 |
| 115 | Vail, Braedon S. | 1,931.60 | 127.66 | 114.09 | 26.69 | 71.25 | 0.00 | 114.09 | 26.69 |
| 119 | Worn, Jessica L. | 1,048.00 | 74.42 | 59.75 | 13.98 | 22.33 | 0.00 | 59.75 | 13.98 |
| REPORT TOTAL | | 133,366.59 | 13,647.59 | 7,774.01 | 1,818.12 | 4,379.54 | 0.00 | 7,774.02 | 1,818.12 |



**Permit List to Council
November 12, 2022 to November 17, 2022**

Planning, Permitting & Assessing Services
6 N. Main Street, Suite 7 ~ Barre, VT 05641

| Street # | Street Name | Permit# | Permit Type | Work Description | Issue Date | Owner Name |
|----------|------------------|------------|-------------------|--|---|---|
| 0 | N Main Street | E22-000125 | Electrical Permit | EM-05898. Connection of temporary power at the new North End Pump Station for the winter months. | 11/14/2022 | State of Vermont Agency of Transportation |
| 123 | N Main Street | E22-000127 | Electrical Permit | EM-04399. Adding receptacles around Spencer's Smoke Shop. | 11/14/2022 | Daniel P Garr & Christine F Duggan |
| 28 | Bridgeman Street | E22-000126 | Electrical Permit | EM-05030. Install sub-panel. | 11/14/2022 | Michael J. Grandbois |
| 18 | Bridgeman Street | B22-000082 | Building Permit | Build non-load bearing wall in living room to create a new bedroom and expand the existing bathroom. | 11/15/2022 | Isaiah A Mayhew & Hannah L Jones |
| 21 | Park Street | E22-000128 | Electrical Permit | EM-07262. Installation of a 4.13kW AC roof mounted solar PV system. | 11/16/2022 | Laura J. Cadmus |
| 3 | Bank Street | E22-000129 | Electrical Permit | EM-04315. Install new 200 amp service, and rough in electrical. | 11/16/2022 | Federal National Mortgage Association |
| 18 | Bridgeman Street | Z22-000052 | Zoning Permit | Build non-load bearing wall in living room to create a new bedroom and expand the existing bathroom. | Issued 11/15/2022; effective 11/30/2022 | Isaiah A Mayhew & Hannah L Jones |



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 11/29/22**

Consent Item No.: E Discussion Item No. _____ Action Item No. _____

AGENDA ITEM DESCRIPTION:

Approval of donation from Brusa Trust to Capstone Crisis Fuel Assistance Program

SUBJECT:

Same

SUBMITTING DEPARTMENT/PERSON:

Carol Dawes, clerk/treasurer

STAFF RECOMMENDATION:

Approve donation

STRATEGIC OUTCOME/PRIOR ACTION:

Not applicable

EXPENDITURE REQUIRED:

\$5,000 from Brusa Trust

FUNDING SOURCE(S):

Brusa Trust

LEGAL AUTHORITY/REQUIREMENTS:

Successor trusteeship granted by the Honorable Jeffrey P. Kilgore, Washington County probate judge, September 9, 2013.

BACKGROUND/SUPPLEMENTAL INFORMATION:

The Brusa Trust was created following the 1937 death of Louis G. Brusa, a local granite artist. Mr. Brusa left his estate in trust, with funds available to support his wife for the balance of her life (they had no children). Upon her death (year unknown) the remainder of funds were to be used by the trustees “...for the use and benefit of the poor children of the City of Barre...”

The original trustees were two local bankers (including as-yet-to-be-elected-governor Deane C. Davis). Over the years the trusteeship passed through others, including local clergy members. In 2013 then-trustee Rev. Renaldo Azotea (Hedding Methodist Church) approached the City about having the City take over as trustee. Rev. Azotea and the City jointly petitioned the court, and the City was appointed successor trustee in 2013. In 2016, the City petitioned the court to have the trust deemed “uneconomical”, which removed the annual reporting requirements. The petition was granted.

The trust is required to continue under the limitations laid out in Mr. Brusa's will, including benefiting the poor children of Barre City, and not spending the original principal balance of \$50,000. The current balance in the fund is \$90,893.68, of which \$40,893.68 is available for disbursement.

Past donations have included:

- *November 2014: \$2,000 for Capstone Community Action fuel assistance program*
- *May 2016: \$800 donation to Barre City recreation scholarship fund*
- *June 2016: \$5,000 donation to kids' summer theater program at Highgate Apartments*
- *June 2018: \$700 donation to kids' summer theater program at Highgate Apartments*
- *June 2019: \$800 donation to kids' summer theater program at Highgate Apartments*
- *December 2020: \$5,000 donation to Christmas for Kids program (in lieu of coin drop which wasn't held due to COVID)*

In light of the current economic conditions related to inflationary hardships and high costs for heating fuels, it is recommended the Council authorize a donation of \$5,000 from the Brusa Trust to the Capstone Community Action Crisis Fuel Assistance Program. Because of the terms of Mr. Brusa's will, the funds will be restricted for use to Barre City families in need.

LINK(S):

Not applicable

ATTACHMENTS:

None

INTERESTED/AFFECTED PARTIES:

Barre City families and children in need.

RECOMMENDED ACTION/MOTION:

Recommend approval of a \$5,000 donation from the Brusa Trust to the Capstone Community Action Crisis Fuel Program, to benefit Barre City families in need.



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 11/29/22**

Action Item No. 9-A

AGENDA ITEM DESCRIPTION: Authorize and emergency allocation in support of the operation of a day-time warming shelter at Aldrich Library

SUBJECT: Emergency winter response

SUBMITTING DEPARTMENT/PERSON: Manager Storlicastro

STAFF RECOMMENDATION: Authorize an emergency allocation to Aldrich Library out of FY22 Fund Balance.

PRIOR ACTION/STRATEGIC OUTCOME:

Prior Action: The Council previously authorized up to \$17,000 to support a day-time warming shelter at Aldrich Library last winter.

Strategic Outcome: Provide a warm daytime location for individuals experiencing homelessness or housing fragility.

EXPENDITURE REQUIRED: \$6,000, or half of the request from the Homelessness Task Force in an American Rescue Plan Act of 2021 (ARPA) Letter of Interest. The Barre Interfaith Group has offered to come up with matching funds.

FUNDING SOURCE(S): FY22 fund balance. Current audited fund balance is \$666,584.

LEGAL AUTHORITY/REQUIREMENTS: City Charter §404, 601

BACKGROUND/SUPPLEMENTAL INFORMATION:

There are limited options and locations for individuals facing homelessness and housing fragility to stay in during daytime hours. Last year, the Council authorized funding to support a warming shelter at Aldrich Library. The funding supported staffing, cleaning supplies, and warm beverages for individuals in need during times when indoor spaces were limited.

This funding request would support a staff person in the Milne Room at the Aldrich Library from 8AM – 11AM Monday – Friday and 8AM – 10AM on Saturday from November through May.

INTERESTED/AFFECTED PARTIES: Residents of Barre, City staff, and administration

RECOMMENDED ACTION/MOTION:

Move to authorize the City Manager to execute an agreement with Aldrich Library and allocate \$6,000 of FY22 fund balance to support operation of a daytime warming shelter.



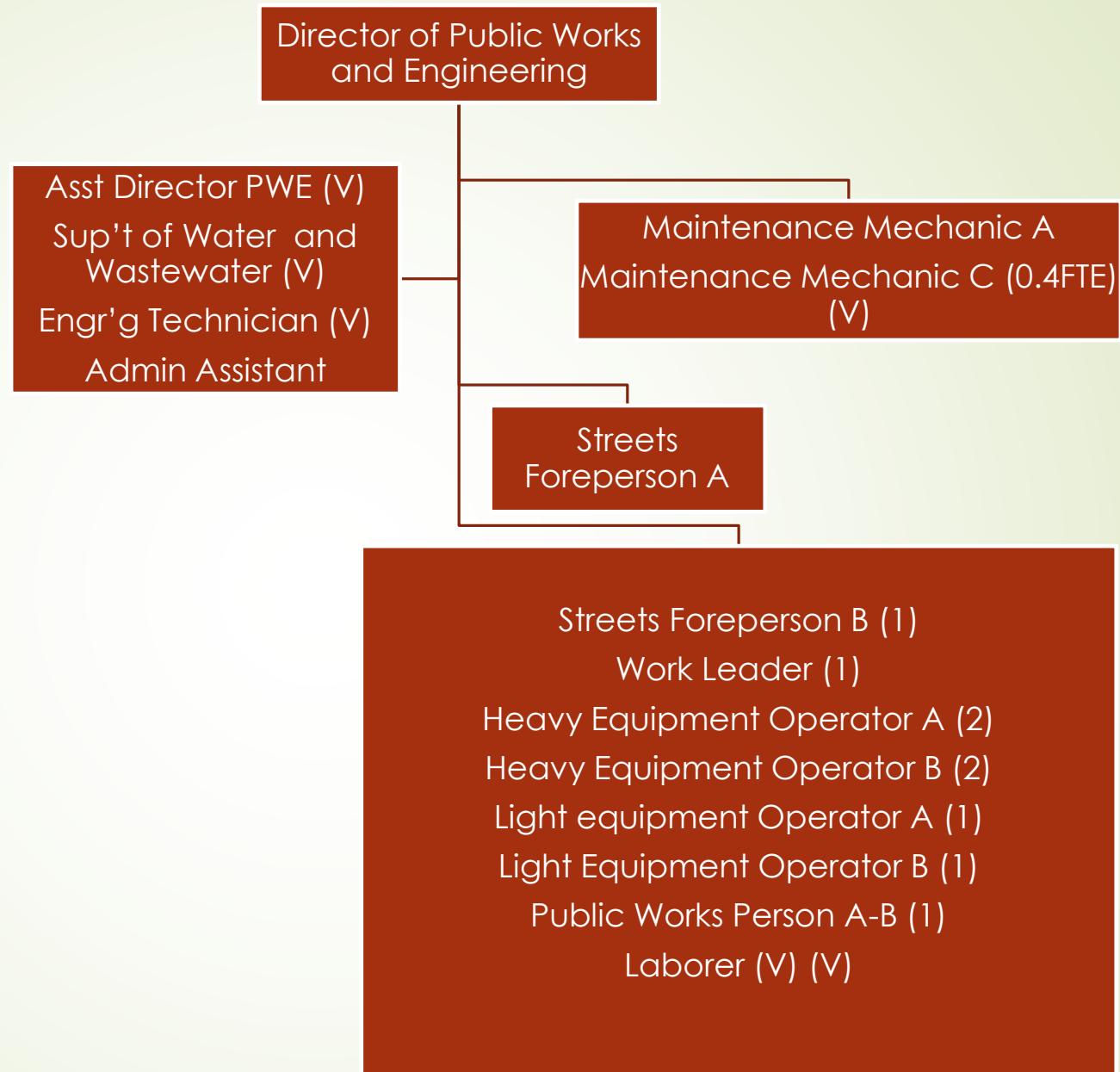
Dept of Public Works and Engineering

8020, 8050 with relationships to 6070 signals, 8200
wdist, 8220wtreat, 8300 sewer and 8330 wwtreat



Integrated Public Works

- ▶ Separate budget appropriations within Streets 8050 for major functions
 - ▶ General street maintenance
 - ▶ Winter operations
 - ▶ New construction streets, sidewalks
 - ▶ Fleet operations and equipment
 - ▶ Materials
 - ▶ Supplies
- ▶ Staff labor allocations into other cost centers routinely
 - ▶ Water distribution support – events and rehabilitations
 - ▶ Sewer support – basins, major repairs



DPW Overview: 3.97% Increase for Engineering and Streets



| Service | FY23 Approved | FY24 Proposed | % Increase/ (Decrease) |
|------------------------|---------------------------|---------------------------|------------------------|
| Engineering | \$411,239 | \$454,839 | 10.60 |
| Solid Waste Management | \$8,491 | \$8,784 | 3.45 |
| Streets Department | \$1,648,088 | \$1,685,578 | 2.27 |
| Street Lighting | \$151,500 | \$156,901 | 3.56 |
| Traffic Signals | \$28,000 | \$30,500 | 8.93 |
| <u>Totals</u> | <u>\$2,247,318</u> | <u>\$2,336,601</u> | <u>3.97</u> |

Expense categories -- ~64% of the budget covers staff costs



| Service | FY23 Approved | FY24 Proposed | % Increase/ (Decrease) |
|---------------------------------------|---------------------------|---------------------------|------------------------|
| Personnel, Benefits & Fringe | \$1,423,595 | \$1,490,868 | 4.73 |
| OTPS (supplies, contracts, materials) | \$823,723 | \$845,734 | 2.67 |
| <u>Totals</u> | <u>\$2,247,318</u> | <u>\$2,336,601</u> | <u>3.97</u> |

Increases in the DPW budget are driven primarily by Personnel, Benefits and Fringe, which accounts for 75% of the projected increases in FY24.

OTPS increases driven by fuel oil, street painting, and bridge & railing repairs.



Community Service Activities

- Scrap Tire Collection
- Bulky Waste Collection
- Right of Way Cleanup (Trash, Homeless Encampments, Accidents)
- River, Brook Debris removal
- Right of Way tree removals
- Yard Debris pickup
- Volunteer project support (labor, materials, traffic mgmt. systems)
- Flood, non-hazardous spill debris cleanup

DPW Savings Overview

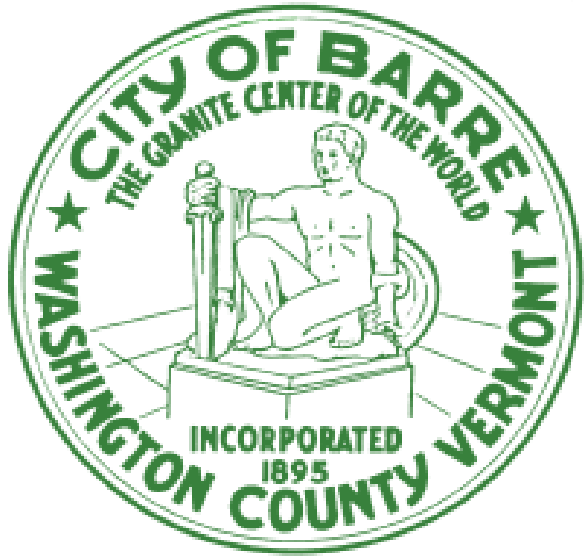
| Dept | Savings | \$ | Description |
|------|--------------------------|-------------------------------|---|
| DPW | Equipment Maintenance | \$ 10,000 | Aftermarket, used sourcing |
| DPW | Fuel Heating Oil | \$ 2,000 | Temperature reductions |
| DPW | Roadside mowing | \$ 2,000 | Intersections only |
| Eng | OT and associated FICA | \$ 9,890 | Task reassignment |
| Eng | Training | \$ 3,000 | Shift to online training |
| Eng | Radio Maint | \$ 500 | New radios installed 2023 |
| Eng | Travel/Meals/Mileage | \$ 500 | Shift to online training |
| Sts | Consulting | \$ 2,000 | Traffic study deferred to VTrans |
| Sts | Storm Water Permits | \$ 1,000 | Based on historical expenditures |
| Sts | Rubbish | \$ 1,000 | Revise contract |
| Sts | Electricity | \$ 500 | Based on historical expenditures |
| Sts | Equip Rental - Excavator | \$ 5,000 | Based on unusual rental of excavator |
| Sts | Culverts | \$ 1,000 | Reduce to failed pipe replacements only |
| Sts | Guardrails | \$ 2,000 | Support cost recovery, reuse materials |
| Sts | Bridge & Railing Repair | \$ 1,000 | In-house with reconditioning or used material |
| Sts | Supplies - SW | \$ 1,500 | Shift to sidewalk capital plan |
| Sts | Chloride | \$ 1,000 | Cyclical purchasing |
| Sts | Salt | \$ 10,000 | Pretreatment to reduce salt usage |
| Sts | Sand | \$ 2,000 | Cyclical purchasing |
| | Total | \$²⁷ 55,890 | |



Questions?

Clarifications?

Concerns?



FY24 Budget Revenue Review

November 29, 2022

FY24 Baseline Conditions – Big Picture

- Personal Services (PS) costs increasing by \$454K or 5.14%
 - Includes wages and fringe benefits (health care, benefits, pension, OT)
- Other Than Personal Services (OTPS) costs projected to increase by \$100k, or 2.21%
 - Projections above do not include budget subsidies
 - Includes typical inflators for goods such as fuel, supplies, and contracts
- Loss of one-time revenue
 - \$53K of General Fund cell tower revenue lost
 - \$100K + \$50K of FY23 subsidies
 - These subsidies alone represent \$0.03 on the FY24 municipal tax rate
- Under these conditions, our FY24 Budget would increase by \$553K, or 4.15%
 - This would be a “flat” budget that only continues current service levels, pays for mandated expenses (like labor contracts) and does not take into account new services and/or programs.

Major changes to FY24 Budget Baseline Conditions

 Loss of \$57K in ambulance contract billing revenue in FY24

 Agreement for an annual increase of Capstone PILOT for Brook St School

- \$5,000 PILOT since inception, implementing +2.5% annual increases

 Anticipated increase in State of Vermont PILOT

- FY23 PILOT +\$35,048 from budgeted amount

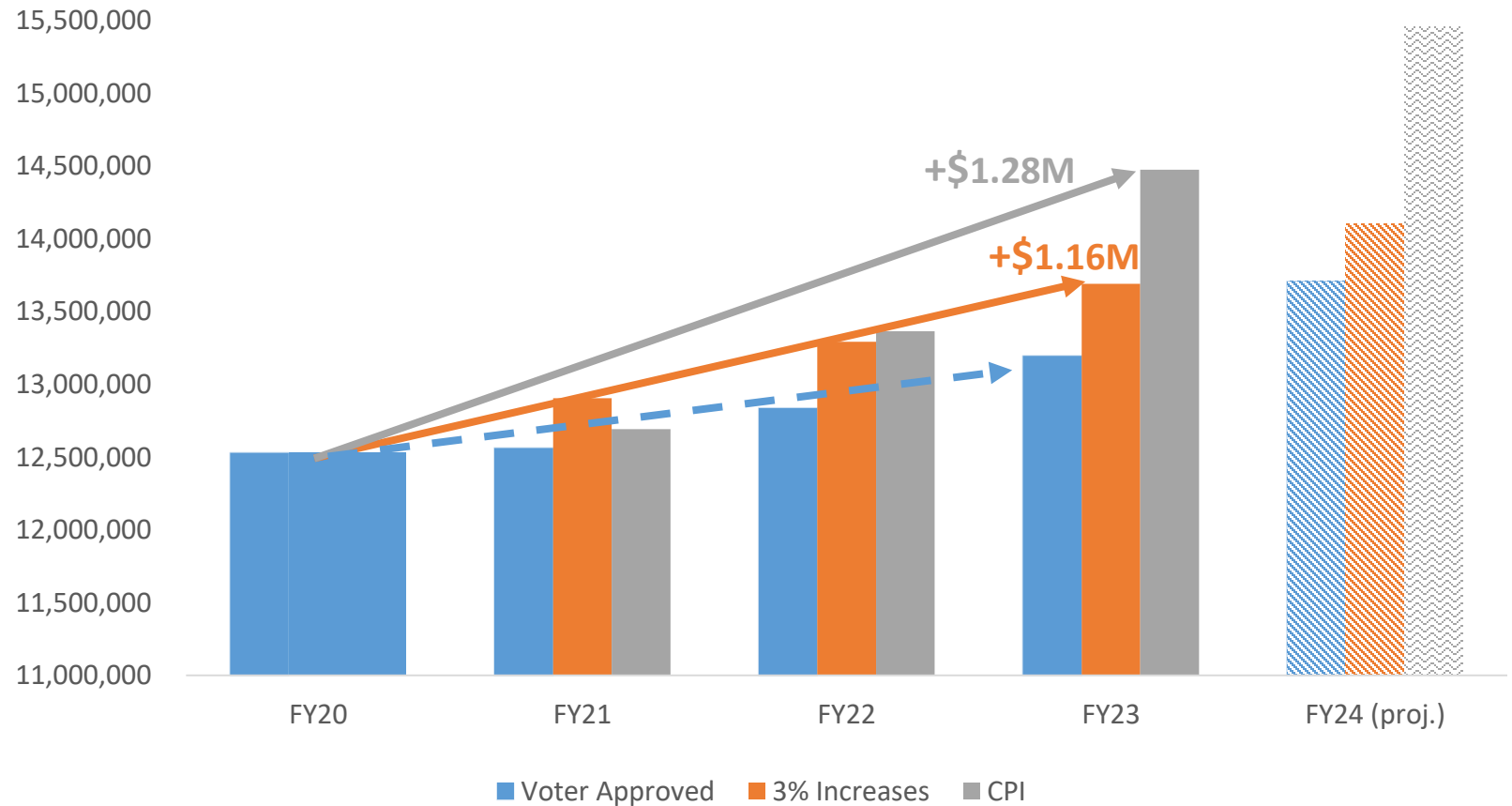
Context Setting for FY24 Budget Conditions

Since COVID hit in FY20 and FY21, City budgets never “reset.”

If City budgets had grown predictably at 3% since FY20, the FY23 base would be **\$1.16M higher**.

If City budgets had grown by the rate of inflation since FY20, the FY23 base would be **\$1.28M higher**.

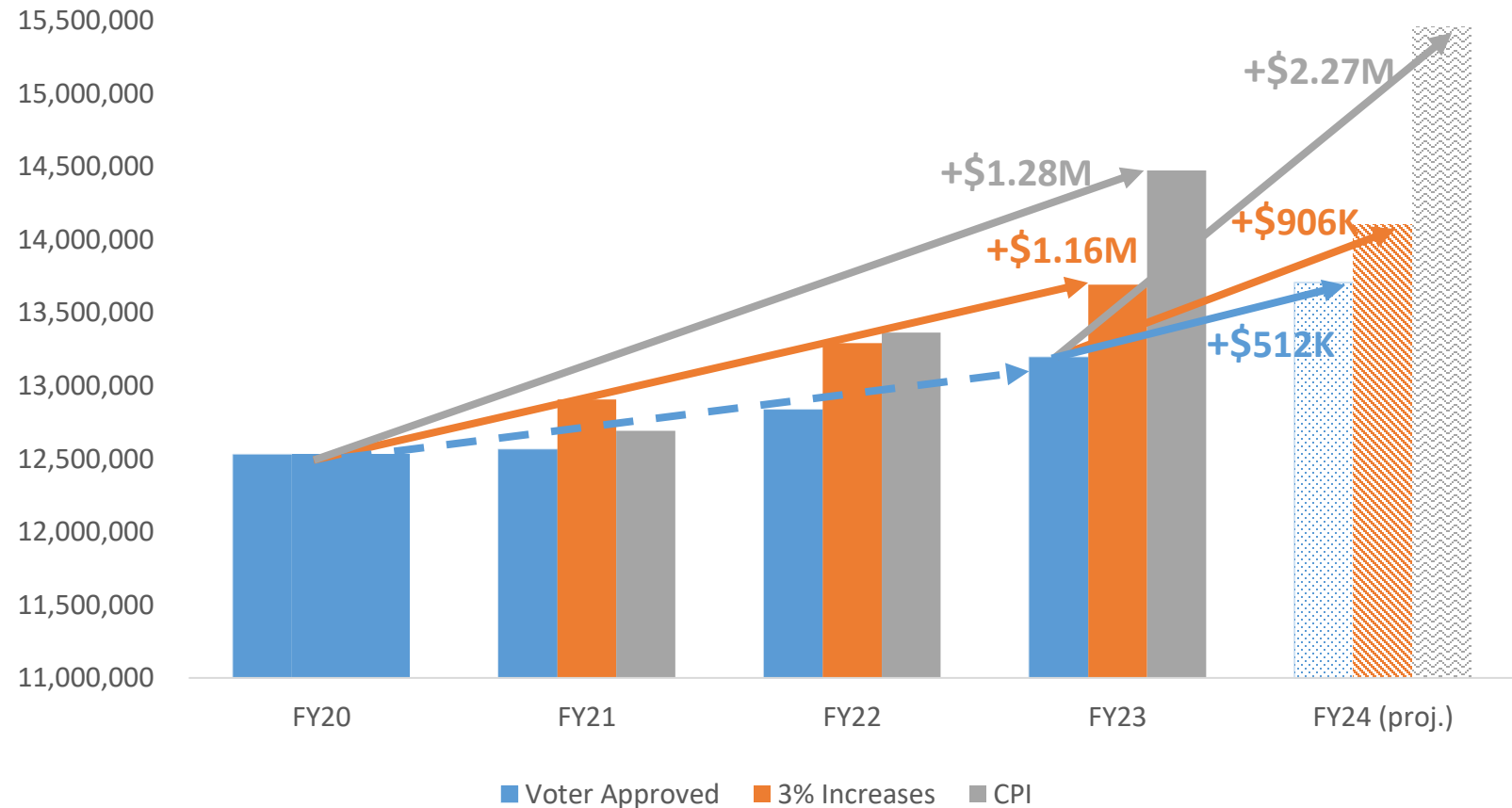
Enacted Budgets vs. 3% and CPI Increases



Even with this projected growth, the FY24 Budget would still be far below expected levels


If the City budget had been growing at a predictable 3% rate since FY20, a 3% increase in FY24 would have resulted in ~\$906K in additional resources.

Enacted Budgets vs. 3% and CPI Increases



First Draft FY24 Budget

- Manager and Department Heads identified **\$287,654** in adjustments
 - ~\$227K in cost reductions, efficiencies, and re-estimates
 - ~\$60K in revenue raisers
- Every department is impacted



This presentation covers proposed revenue raisers.

Modernizing fee structures -- +\$38,120

| Dept | Revenue | \$ Change | Action |
|--------------|---|------------------|---|
| Clerk | Restaurant licenses | \$ (2,800) | Eliminate City licenses, State already oversees |
| Clerk | Cannabis licenses (NEW) | \$ 200 | \$100/license |
| DPW | Excavation permits (NEW) | \$ 5,000 | \$25/permit |
| DPW | Stormwater connection fee (NEW) | \$ 1,250 | \$50/connection |
| PPA | Rental Registry | \$ 23,400 | Increase \$10, assume 90% collection rate |
| Rec | Pool fees | \$ 5,000 | Base increase, resident discounts |
| Rec | Ice rental fees | \$ 5,470 | Increase \$10 to \$215 |
| Various | Overweight permit over 24k lbs (annual) (NEW) | \$ 600 | \$5/truck, \$10/fleet |
| Total | | \$ 38,120 | |

Elimination proposed to provide relief for businesses and prioritize staff time on higher impact licenses.

Three (3) new proposed City issued licenses/fees.

If approved, we will propose an implementation and rollout plan to ensure maximum collection of projected new revenues.

Fee increases are intended to be competitive with rates charged by neighboring communities, and will incentivize use of our facilities – for example, 10 pool passes for price of 8, etc.

Additional revenue generators -- +\$21,120

| Type | Revenue | \$ Change | Action |
|------------|--------------------------------------|------------------|--|
| Efficiency | Credit Card processing fees | \$ 1,500 | Renegotiate contract |
| Efficiency | Collection of unpaid parking tickets | \$ 15,000 | Increase efforts to collect unpaid tickets |
| Efficiency | Mausoleum Trust | \$ 1,500 | Cover cleaning expenditures outside general fund |
| Operations | Parking meter rates | \$ 2,000 | Allow \$0.25 for 15 mins |
| PILOT | Capstone PILOT | \$ 1,120 | Add annual 2.5% escalator for Brook St PILOT |
| | Total | \$ 21,120 | |

If approved, we will propose an implementation and rollout plan to ensure maximum collection of projected additional revenues.

Capstone has agreed to the annual Brook St PILOT escalator. The current PILOT at Gable Place will also shift from being tied to the tax rate to an annual 2.5% increase.



Thank You.

Questions?

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

FY24 GF Budget - Template

| Line No. | Account No | Account Description | FY 24 Template | FY 23 Approved | FY 22 Unaudited | FY 22 Approved | FY21 Audited |
|--|-------------------|-------------------------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| REVENUE | | | | | | | |
| (4005-405) TAX REVENUE | | | | | | | |
| 1 | 001-4005-405.4002 | Delinquent Taxes | \$ - | \$ - | \$ 915,990 | \$ - | \$ 859,720 |
| 2 | 001-4005-405.4005 | GENERAL TAXES | \$ 10,182,754 | \$ 9,538,855 | \$ 8,278,931 | \$ 9,273,768 | \$ 8,040,662 |
| 3 | 001-4005-405.4008 | Washington County Tax | \$ 41,632 | \$ 40,419 | \$ 42,305 | \$ 42,305 | \$ 41,073 |
| 4 | 001-4005-405.4009 | Voter Approved Assistance | \$ 149,601 | \$ 149,601 | \$ 149,601 | \$ 149,601 | \$ 134,601 |
| 5 | 001-4005-405.4010 | CV Public Safety Authority | \$ - | \$ 15,900 | \$ - | \$ - | \$ 26,500 |
| 6 | 001-4005-405.4011 | BADC Rock Solid Program Ballot Item | \$ - | \$ - | \$ - | \$ - | \$ 40,000 |
| 7 | Sub Total | | \$ 10,373,987 | \$ 9,744,775 | \$ 9,386,827 | \$ 9,465,674 | \$ 9,142,556 |
| 8 | | | | | | | |
| 9 | | | | | | | |
| (4010-410) BUSINESS REVENUE | | | | | | | |
| 10 | 001-4010-410.4010 | Liquor Licenses | \$ 3,000 | \$ 3,000 | \$ 3,190 | \$ 2,516 | \$ 3,515 |
| 11 | 001-4010-410.4011 | Miscellaneous Licenses | \$ 1,000 | \$ 816 | \$ 1,315 | \$ 816 | \$ 699 |
| 12 | 001-4010-410.4012 | Restaurant Licenses | \$ 2,800 | \$ 2,800 | \$ 3,255 | \$ 2,720 | \$ 2,945 |
| 13 | 001-4010-410.4014 | Taxicab and Driver Licenses | \$ 200 | \$ 500 | \$ 189 | \$ 1,360 | \$ 504 |
| 14 | 001-4010-410.4015 | Theater Licenses | \$ 252 | \$ 252 | \$ 252 | \$ 170 | \$ 252 |
| 15 | 001-4010-410.4016 | Trucking, Rubbish and Waste | \$ 5,200 | \$ 5,000 | \$ 5,346 | \$ 3,264 | \$ 5,530 |
| 16 | 001-4010-410.4017 | Entertainment Licenses | \$ 3,000 | \$ 2,500 | \$ 3,630 | \$ 2,856 | \$ 2,320 |
| 17 | Sub Total | | \$ 15,452 | \$ 14,868 | \$ 17,177 | \$ 13,702 | \$ 15,765 |
| 18 | | | | | | | |
| 19 | | | | | | | |
| (4015-430) PILOTS (PAYMENTS IN LIEU OF TAXES) | | | | | | | |
| 20 | 001-4015-430.4026 | VHFA - In Lieu of Taxes | \$ - | \$ - | \$ - | \$ - | \$ - |
| 21 | 001-4015-430.4029 | Capstone - PILOT | \$ 25,500 | \$ 24,380 | \$ 24,684 | \$ 24,000 | \$ 24,120 |
| 22 | 001-4015-430.4031 | Barre Housing - PILOT | \$ 45,000 | \$ 45,000 | \$ 65,974 | \$ 45,000 | \$ 44,000 |
| 23 | 001-4015-430.4032 | State of Vermont - PILOT | \$ 248,000 | \$ 248,000 | \$ 247,628 | \$ 240,000 | \$ 224,565 |
| 24 | Sub Total | | \$ 318,500 | \$ 317,380 | \$ 338,286 | \$ 309,000 | \$ 292,685 |
| 25 | | | | | | | |
| 26 | | | | | | | |
| (4030-430) FEES | | | | | | | |
| 27 | 001-4030-430.4020 | Animal Control Licenses | \$ 5,800 | \$ 5,500 | \$ 5,872 | \$ 5,500 | \$ 4,882 |
| 28 | 001-4030-430.4023 | Tax Equalization | n/a | n/a | \$ 3,361 | n/a | \$ 3,356 |
| 29 | 001-4030-430.4025 | Hold Harmless | n/a | n/a | \$ 7,762 | n/a | \$ 7,543 |
| 30 | 001-4030-430.4027 | Act 68 Administrative Revenue | \$ 15,500 | \$ 15,500 | \$ 16,208 | \$ 15,500 | \$ 16,286 |
| 31 | 001-4030-430.4033 | Building & Zoning Permits | \$ 50,000 | \$ 55,000 | \$ 39,085 | \$ 48,000 | \$ 54,792 |
| 32 | 001-4030-430.4034 | Vehicle Registration (City Portion) | \$ 200 | \$ 200 | \$ 204 | \$ 350 | \$ 12 |
| 33 | 001-4030-430.4035 | Delinquent Tax Collector Fees | \$ 42,000 | \$ 42,000 | \$ 46,682 | \$ 42,000 | \$ 42,347 |
| 34 | 001-4030-430.4036 | Meters | \$ 75,000 | \$ 65,000 | \$ 85,768 | \$ 80,000 | \$ 55,269 |
| 35 | 001-4030-430.4037 | Green Mountain Passports | \$ 50 | \$ 50 | \$ 68 | \$ 50 | \$ 58 |
| 36 | 001-4030-430.4038 | Parking Permits | \$ 77,552 | \$ 87,125 | \$ 75,660 | \$ 85,000 | \$ 85,673 |
| 37 | 001-4030-430.4039 | Marriage Licenses (City Portion) | \$ 580 | \$ 580 | \$ 610 | \$ 600 | \$ 570 |
| 38 | 001-4030-430.4040 | Miscellaneous Income | \$ 800 | \$ 800 | \$ 2,841 | \$ 4,000 | \$ 1,774 |
| 39 | | | | | | | |

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

| Line No. | Account No | Account Description | FY 24 Template | FY 23 Approved | FY 22 Unaudited | FY 22 Approved | FY 21 Audited |
|----------|--|---|-------------------|-------------------|--------------------|-------------------|-------------------|
| 40 | 001-4030-430.4041 | Police Dept. - Public Reports Fees | \$ 5,000 | \$ 5,000 | \$ 3,940 | \$ 5,000 | \$ 4,984 |
| 41 | 001-4030-430.4042 | Recording Fees | \$ 85,000 | \$ 80,000 | \$ 87,892 | \$ 75,000 | \$ 85,793 |
| 42 | 001-4030-430.4043 | Recreation/Camp Fees (Rotary Park Rental Fees) | \$ 500 | \$ 500 | \$ 2,991 | \$ 1,000 | \$ 340 |
| 43 | 001-4030-430.4044 | Swimming Pool Admissions | \$ 14,000 | \$ 12,000 | \$ 14,103 | \$ 14,000 | \$ - |
| 44 | 001-4030-430.4045 | BOR Concession Fees | \$ - | \$ - | \$ - | \$ 1,500 | \$ 1,500 |
| 45 | 001-4030-430.4046 | Vault Fees | \$ 1,000 | \$ 1,000 | \$ 852 | \$ 1,000 | \$ 1,205 |
| 46 | 001-4030-430.4048 | Cell Tower Fees (75%; 25% to Civic Center Fund) | \$ - | \$ 51,617 | \$ 49,159 | \$ 46,818 | \$ 47,483 |
| 47 | 001-4030-430.4049 | Fire Alarm (Master Box) Maint Fees | \$ 14,350 | \$ 14,000 | \$ 13,650 | \$ 14,000 | \$ 14,506 |
| 48 | 001-4030-430.4051 | Rental Property Registration (May-April) | \$ 110,000 | \$ 110,000 | \$ 108,783 | \$ 110,000 | \$ 109,088 |
| 49 | 001-4030-430.4052 | Rental Permits - Delinquent Fees | \$ 1,000 | \$ 1,000 | \$ 552 | \$ 1,000 | \$ 706 |
| 50 | 001-4030-430.4054 | Tax Stabilization App Fees | \$ - | \$ - | \$ - | \$ - | \$ 250 |
| 51 | 001-4030-430.4055 | Burn Permits | \$ 4,000 | \$ 4,000 | \$ 3,730 | \$ 3,500 | \$ 4,060 |
| 52 | 001-4030-430.4056 | Credit Card Processing Fees | \$ 10,000 | \$ 9,000 | \$ 10,280 | \$ 4,000 | \$ 9,280 |
| 53 | 001-4030-430.4057 | FD Public Report Fee | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 80 |
| 54 | 001-4030-430.4058 | EV Charging Stations | \$ 300 | \$ 300 | \$ 629 | \$ 300 | \$ 303 |
| 55 | 001-4030-430.4059 | Time of Sale Inspection Fee | \$ 3,500 | \$ 3,500 | \$ 3,400 | \$ 3,500 | \$ 3,525 |
| 56 | 001-4030-430.4060 | Vacant Building Registration | \$ - | \$ - | \$ 700 | \$ - | \$ - |
| 57 | Sub Total | | \$ 516,232 | \$ 563,772 | \$ 584,882 | \$ 561,718 | \$ 555,667 |
| 58 | | | | | | | |
| 59 | (4060-460) FINES AND PENALTIES | | | | | | |
| 60 | 001-4060-460.4061 | City Ord. Violations (Traffic Control, Towing Fees, Muni & Civil Fines) | \$ 4,000 | \$ 2,500 | \$ 3,843 | \$ 2,500 | \$ 923 |
| 61 | 001-4060-460.4062 | Del MAR Interest Penalty | \$ 2,600 | \$ 2,600 | \$ 2,558 | \$ 2,600 | \$ (376) |
| 62 | 001-4060-460.4063 | Delinquent Tax Interest | \$ 32,000 | \$ 28,000 | \$ 37,923 | \$ 26,000 | \$ 34,754 |
| 63 | 001-4060-460.4064 | Traffic Tickets - Judicial Bureau | \$ 10,000 | \$ 20,000 | \$ 9,404 | \$ 20,000 | \$ 10,528 |
| 64 | 001-4060-460.4066 | Parking Tickets | \$ 25,000 | \$ 25,000 | \$ 25,699 | \$ 31,500 | \$ 13,394 |
| 65 | Sub Total | | \$ 73,600 | \$ 78,100 | \$ 79,428 | \$ 82,600 | \$ 59,223 |
| 66 | | | | | | | |
| 67 | (4070-470) FEDERAL AND STATE ASSISTANCE | | | | | | |
| 68 | 001-4070-470.4070 | Federal Grants | | | \$ 16,130 | \$ - | \$ - |
| 69 | 001-4070-470.4071 | State Reimbursements - COVID | \$ - | \$ - | \$ 22,267 | \$ - | \$ 86,057 |
| 70 | 001-4070-470.4074 | State Highway Aid | \$ 140,000 | \$ 140,000 | \$ 158,231 | \$ 140,000 | \$ 179,082 |
| 71 | 001-4070-470.4075 | Federal Stimulus Aid - COVID19 | \$ - | \$ - | \$ 70,623 | \$ - | \$ 63,359 |
| 72 | 001-4070-470.4093 | Police Grant (COPS - 2 Patrol; Yr. 3 of 4 but last year based on \$250k award | \$ 71,961 | \$ 83,332 | \$ 94,707 | \$ 83,332 | \$ - |
| 73 | 001-4070-470.4095 | Police BCS Hotel Detail Contract | \$ - | \$ - | \$ 5,318 | \$ - | \$ - |
| 74 | 001-4070-470.4096 | Police Grants | \$ 2,800 | \$ 1,000 | \$ 2,486 | \$ 1,000 | \$ 2,190 |
| 75 | 001-4070-470.4101 | Police - State- (SIU Washington Cty) | \$ 60,000 | \$ 60,000 | \$ 60,000 | \$ 60,000 | \$ 60,000 |
| 76 | 001-4070-470.4102 | Police Federal (OVW - Circle) | \$ 35,000 | \$ 35,000 | \$ 26,276 | \$ 44,000 | \$ 30,578 |
| 77 | Sub Total | | \$ 309,761 | \$ 319,332 | \$ 456,037 | \$ 328,332 | \$ 421,266 |
| 78 | | | | | | | |
| 79 | (4090-490) RENTS AND LEASES | | | | | | |
| 80 | 001-4090-490.4090 | Auditorium Rental | \$ 49,106 | \$ 35,000 | \$ 63,318 | \$ 36,934 | \$ 11,846 |
| 81 | 001-4090-490.4094 | Alumni Hall (Rentals & DMV Lease) | \$ 7,200 | \$ 7,200 | \$ 7,950 | \$ 15,338 | \$ 3,495 |
| 82 | 001-4090-490.4095 | BOR Rental | \$ 135,517 | \$ 128,000 | \$ 139,818 | \$ 124,428 | \$ 107,092 |

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

| Line No. | Account No | Account Description | FY 24 Template | FY 23 Approved | FY 22 Unaudited | FY 22 Approved | FY 21 Audited |
|----------|--|--|----------------------|----------------------|----------------------|----------------------|----------------------|
| 83 | 001-4090-490.4096 | Custodial Fees | \$ 8,360 | \$ 6,650 | \$ 8,363 | \$ 6,649 | \$ 1,609 |
| 84 | 001-4090-490.4098 | Misc. Rents/Leases | \$ - | \$ - | \$ 48 | \$ 500 | \$ - |
| 85 | Sub Total | | \$ 200,182 | \$ 176,850 | \$ 219,496 | \$ 183,849 | \$ 124,042 |
| 86 | | | | | | | |
| 87 | (4100-500) SERVICE REVENUE | | | | | | |
| 88 | 001-4100-500.4095 | Ambulance Billing - Williston | \$ 32,300 | \$ 31,360 | \$ 31,874 | \$ 30,000 | \$ 27,557 |
| 89 | 001-4100-500.4097 | Ambulance Billing - 1st Branch | \$ 12,115 | \$ 11,760 | \$ 11,301 | \$ 11,000 | \$ 12,338 |
| 90 | 001-4100-500.4098 | Ambulance Billing - White River | \$ - | \$ - | \$ - | \$ - | \$ 20,280 |
| 91 | 001-4100-500.4099 | Ambulance Billing - East Montpelier | \$ 12,920 | \$ 12,550 | \$ 12,100 | \$ 13,000 | \$ 9,900 |
| 92 | 001-4100-500.4100 | Ambulance Income / Lift Assist | \$ 525,000 | \$ 485,000 | \$ 527,698 | \$ 450,000 | \$ 514,219 |
| 93 | 001-4100-500.4101 | Enterprise Fund | \$ 1,047,853 | \$ 1,017,333 | \$ 987,702 | \$ 987,702 | \$ 958,934 |
| 94 | 001-4100-500.4102 | City Report - School Portion | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500 |
| 95 | 001-4100-500.4103 | Jail Op's (DOC/FSU; CV Police Depts.) | \$ - | \$ 6,000 | \$ 7,825 | \$ 7,100 | \$ 4,869 |
| 96 | 001-4100-500.4105 | Dispatch Service Contracts | \$ 56,257 | \$ 54,355 | \$ 53,027 | \$ 52,770 | \$ 52,482 |
| 97 | 001-4100-500.4106 | School Resource Officers (2 1 @ 69%; BCEMS) | \$ 81,623 | \$ 80,375 | \$ 79,570 | \$ 80,095 | \$ 98,382 |
| 98 | 001-4100-500.4108 | Police Dept. - Special Details | \$ 15,000 | \$ 15,000 | \$ 21,805 | \$ 15,000 | \$ 2,164 |
| 99 | 001-4100-500.4109 | Fire Dept. - Special Details | \$ 7,000 | \$ 7,000 | \$ 7,998 | \$ 7,000 | \$ 1,796 |
| 100 | Sub Total | | \$ 1,792,568 | \$ 1,723,233 | \$ 1,743,399 | \$ 1,656,167 | \$ 1,705,421 |
| 101 | | | | | | | |
| 102 | (4100-505) CEMETERY REVENUE | | | | | | |
| 103 | 001-4100-505.0402 | Rents (Mobile Home Lot) | \$ 5,573 | \$ 5,411 | \$ 5,252 | \$ 5,253 | \$ 5,100 |
| 104 | 001-4100-505.0408 | Transfer from Cemetery Perpetual Care | \$ - | \$ - | \$ 3,740 | \$ - | \$ 2,750 |
| 105 | 001-4100-505.0409 | Cemetery - Flower Fund Interest | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 |
| 106 | 001-4100-505.0410 | Cemetery - Trust Fund Interest | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 |
| 107 | 001-4100-505.0411 | Entombments | \$ 600 | \$ 2,000 | \$ 200 | \$ 1,000 | \$ 2,000 |
| 108 | 001-4100-505.0412 | Foundations | \$ 10,545 | \$ 10,000 | \$ 9,096 | \$ 6,000 | \$ 11,989 |
| 109 | 001-4100-505.0413 | Cemetery - Interments (Burials) | \$ 83,525 | \$ 66,000 | \$ 85,033 | \$ 50,000 | \$ 82,020 |
| 110 | 001-4100-505.0415 | Markers/posts | \$ 1,500 | \$ 1,500 | \$ 2,125 | \$ 1,500 | \$ 2,040 |
| 111 | 001-4100-505.0416 | Tent Set up | \$ 500 | \$ 500 | \$ 300 | \$ 500 | \$ 600 |
| 112 | 001-4100-505.0417 | Cemetery - Lot sales | \$ 22,500 | \$ 22,500 | \$ 26,409 | \$ 22,500 | \$ 16,116 |
| 113 | 001-4100-505.0418 | Tours | \$ 1,250 | \$ 1,250 | \$ 1,566 | \$ 1,250 | \$ 105 |
| 114 | Sub Total | | \$ 151,493 | \$ 134,661 | \$ 159,221 | \$ 113,503 | \$ 148,220 |
| 115 | | | | | | | |
| 116 | (4110-510) MISCELLANEOUS REVENUE: | | | | | | |
| 117 | 001-4110-510.4111 | Interest Income | \$ 1,800 | \$ 20,000 | \$ 751 | \$ 16,000 | \$ 19,226 |
| 118 | 001-4110-510.4114 | Transfer fr Streets Ballot Item (For Bond P&I) | \$ 49,817 | \$ 51,188 | \$ 54,681 | \$ 54,681 | \$ 56,000 |
| 119 | 001-4110-510.4118 | Limelite Settlement (ends 2021) | \$ - | \$ - | \$ - | \$ - | \$ 3,200 |
| 120 | 001-4110-510.4500 | Semprebon VCF Trust Acct - Income | \$ 50,000 | \$ 50,000 | \$ 62,609 | \$ 50,000 | \$ 60,625 |
| 121 | Sub Total | | \$ 101,617 | \$ 121,188 | \$ 118,041 | \$ 120,681 | \$ 139,051 |
| 122 | | | | | | | |
| 123 | REVENUE TOTAL | | \$ 13,853,391 | \$ 13,194,159 | \$ 13,102,794 | \$ 12,835,226 | \$ 12,603,895 |
| 124 | | | 5.00% | 2.80% | 3.96% | 2.17% | |

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

| Line No. | Account No. | Account Description | FY 24 Template | FY 23 Approved | FY 22 Unaudited | FY 22 Approved | FY 21 Audited |
|----------|---------------------------------|--|-------------------|-------------------|--------------------|-------------------|-------------------|
| 125 | EXPENSES | | | | | | |
| 126 | (6060) STREET LIGHTING | | | | | | |
| 127 | 001-6060-200.0210 | City Street Lights & Main St Hist. Lgts | \$ 155,286 | \$ 150,000 | \$ 153,748 | \$ 150,000 | \$ 148,657 |
| 128 | 001-6060-200.0212 | Ped Way/KA Parking Lot Lights (New Line FY20) | \$ 1,615 | \$ 1,500 | \$ 1,568 | \$ 1,600 | \$ 834 |
| 129 | Sub Total | | \$ 156,901 | \$ 151,500 | \$ 155,316 | \$ 151,600 | \$ 149,491 |
| 130 | | | 3.56% | -0.07% | 3.90% | 6.02% | |
| 131 | (6070) TRAFFIC SIGNALS | | | | | | |
| 132 | 001-6070-200.0210 | Traffic Light Electricity | \$ 8,000 | \$ 8,000 | \$ 6,589 | \$ 8,000 | \$ 6,320 |
| 133 | 001-6070-200.0211 | Traffic Light Maintenance | \$ 22,500 | \$ 20,000 | \$ 20,904 | \$ 15,000 | \$ 24,678 |
| 134 | Sub Total | | \$ 30,500 | \$ 28,000 | \$ 27,493 | \$ 23,000 | \$ 30,998 |
| 135 | | | 8.93% | 21.74% | -11.31% | 0.00% | |
| 136 | (7060) SOLID WASTE MGMT. | | | | | | |
| 137 | 001-7060-200.0216 | East Montpelier Property Tax (Sold in FY21) | \$ - | \$ - | \$ - | \$ - | \$ 2,980 |
| 138 | 001-7060-220.0418 | CVSWD Assessment | \$ 8,784 | \$ 8,491 | \$ 8,528 | \$ 8,900 | \$ 4,303 |
| 139 | Sub Total | | \$ 8,784 | \$ 8,491 | \$ 8,528 | \$ 8,900 | \$ 7,283 |
| 140 | | | 3.45% | -4.60% | 17.10% | 23.58% | |
| 141 | (8020) ENGINEERING | | | | | | |
| 142 | 001-8020-100.0110 | Base Salary , Longevity (3 FTE) | \$ 229,203 | \$ 210,840 | \$ 222,016 | \$ 212,715 | \$ 178,219 |
| 143 | 001-8020-100.XXXX | Asst. DPW Director (TOTAL Comp allowance including benefits) | \$ 123,130 | \$ 101,495 | \$ - | \$ - | \$ - |
| 144 | 001-8020-100.0112 | Overtime | \$ 9,375 | \$ 12,500 | \$ 19,328 | \$ 4,000 | \$ 9,260 |
| 145 | 001-8020-110.0150 | FICA | \$ 25,014 | \$ 22,441 | \$ 17,669 | \$ 16,579 | \$ 14,107 |
| 146 | 001-8020-130.0180 | Training/Development | \$ 3,500 | \$ 3,500 | \$ 4,977 | \$ 1,500 | \$ 150 |
| 147 | 001-8020-130.0182 | Travel/Meals/Mileage | \$ 700 | \$ 700 | \$ 335 | \$ - | \$ 109 |
| 148 | 001-8020-210.0312 | Office Machine Maintenance | \$ 500 | \$ 500 | \$ 299 | \$ 500 | \$ - |
| 149 | 001-8020-310.0615 | Engineering Equipment/Licensing (GPS, GIS) | \$ 4,500 | \$ 4,500 | \$ - | \$ 4,500 | \$ - |
| 150 | 001-8020-320.0720 | Director POV Mileage Reimbursement Allowance | \$ 1,700 | \$ 1,600 | \$ 1,647 | \$ 2,500 | \$ 1,554 |
| 151 | 001-8020-320.0724 | Radio Maintenance | \$ 750 | \$ 750 | \$ 441 | \$ 500 | \$ 55 |
| 152 | 001-8020-340.0940 | Clothing | \$ 500 | \$ 500 | \$ 387 | \$ 500 | \$ 153 |
| 153 | 001-8020-340.0941 | Equipment - Safety | | | \$ 39 | \$ - | \$ - |
| 154 | 001-8020-340.0943 | Footwear | \$ 645 | \$ 430 | \$ 664 | \$ 430 | \$ - |
| 155 | 001-8020-340.0944 | Vision | \$ 740 | \$ 565 | \$ 565 | \$ 565 | \$ 565 |
| 156 | 001-8020-370.1380 | COVID Materials | \$ - | \$ - | \$ - | \$ - | \$ 31 |
| 157 | 001-9020-110.0151 | Health Insurance | \$ 30,818 | \$ 29,304 | \$ - | \$ 38,330 | \$ - |
| 158 | 001-9020-110.0152 | Life Insurance | \$ 1,693 | \$ 1,643 | \$ - | \$ 1,500 | \$ - |
| 159 | 001-9020-110.0153 | Dental Insurance | \$ 1,343 | \$ 1,303 | \$ - | \$ 1,390 | \$ - |
| 160 | 001-9030-110.0154 | Pension | \$ 20,727 | \$ 18,668 | \$ - | \$ 13,740 | \$ - |
| 161 | Sub Total | | \$ 454,839 | \$ 411,239 | \$ 268,366 | \$ 299,249 | \$ 204,202 |
| 162 | | | 10.60% | 37.42% | 31.42% | 10.38% | |
| 163 | (8050) STREET DEPARTMENT | | | | | | |
| 164 | 001-8050-100.0101 | Base Salary , Longevity (13.6 FTE) | \$ 681,650 | \$ 693,930 | \$ 263,673 | \$ 700,935 | \$ 244,858 |
| 165 | 001-8050-100.0102 | Personnel/ Charge Job | | | \$ 10,426 | \$ - | \$ 19,909 |
| 166 | 001-8050-100.0103 | Personnel Services -NSC | | | \$ 30,988 | \$ - | \$ 8,176 |
| 167 | 001-8050-100.0104 | Personnel Services -SW | | | \$ 33,121 | \$ - | \$ 32,151 |
| 168 | 001-8050-100.0105 | Personnel Services -SNO | | | \$ 14,508 | \$ - | \$ 7,389 |
| 169 | 001-8050-100.0106 | Personnel Services -SS | | | \$ 31,545 | \$ - | \$ 42,226 |

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

| Line No. | Account No | Account Description | FY 24 Template | FY 23 Approved | FY 22 Unaudited | FY 22 Approved | FY 21 Audited |
|----------|-------------------|--|-------------------|-------------------|--------------------|-------------------|------------------|
| 170 | 001-8050-100.0108 | Personnel Services -VEH MAINT | | | \$ 26,391 | | \$ 31,893 |
| 171 | 001-8050-100.0109 | Personnel Services -Sno EQ | | | \$ 33,832 | | \$ 30,643 |
| 172 | 001-8050-100.0111 | Payroll Reimbursement | | | \$ (203) | | \$ (2,629) |
| 173 | 001-8050-100.0113 | Personnel Svc - Patch PH | | | \$ 30,866 | | \$ 15,407 |
| 174 | 001-8050-100.0114 | Personnel Svc - SWP STS | | | \$ 8,051 | | \$ 4,802 |
| 175 | 001-8050-100.0116 | Lawn Waste -Spring/ Fall Collections | | | \$ 1,063 | | \$ - |
| 176 | 001-8050-100.XXXX | Bulk Waste & Tire Collection Days OT | \$ - | \$ 1,750 | \$ - | \$ 850 | \$ - |
| 177 | 001-8050-100.0117 | Personnel Svc - Sand/ Salt STS | | | \$ 17,949 | | \$ 15,864 |
| 178 | 001-8050-100.0118 | Personnel Svc - SN PL P Lots | | | \$ 9,265 | | \$ 4,660 |
| 179 | 001-8050-100.0119 | Personnel Svc - Sno PU STS | | | \$ 14,103 | | \$ 14,942 |
| 180 | 001-8050-100.0120 | Personnel Svc - Sno PI STS OT | | | \$ 10,314 | | \$ 7,420 |
| 181 | 001-8050-100.0121 | Personnel Svc - Sand /Salt STS OT | | | \$ 6,792 | | \$ 6,851 |
| 182 | 001-8050-100.0122 | Personnel Svc - Sno PI P Lots OT | | | \$ 1,187 | | \$ 1,129 |
| 183 | 001-8050-100.0123 | Personnel Svc - Sno PU STS OT | | | \$ 6,371 | | \$ 5,582 |
| 184 | 001-8050-100.0124 | Personnel Svc - Equip Maint | | | \$ 16,913 | | \$ 22,672 |
| 185 | 001-8050-100.0125 | Personnel Svc - Sweep SW | | | \$ 7,995 | | \$ 9,761 |
| 186 | 001-8050-100.0131 | Overtime | \$ 59,062 | \$ - | \$ 44,671 | \$ - | \$ 27,807 |
| 187 | 001-8050-110.0150 | FICA | \$ 56,664 | \$ 53,220 | \$ 45,739 | \$ 53,687 | \$ 40,649 |
| 188 | 001-8050-110.0162 | Claims/Deductibles | \$ 2,000 | \$ 2,000 | \$ 428 | \$ 2,000 | \$ 1,500 |
| 189 | 001-8050-120.0171 | Consulting Services | \$ 5,000 | \$ 5,000 | \$ 833 | \$ 5,000 | \$ 2,627 |
| 190 | 001-8050-120.0172 | Storm Water Permits (Fees Only) | \$ 7,500 | \$ 7,500 | \$ 5,051 | \$ 5,500 | \$ 13,229 |
| 191 | 001-8050-130.0180 | Training and Development (CDL Training/Road Scholar Program) | \$ 4,500 | \$ 4,500 | \$ 10,119 | \$ 1,500 | \$ 947 |
| 192 | 001-8050-130.0182 | Travel and Meals | \$ 250 | \$ 250 | \$ - | \$ 250 | \$ - |
| 193 | 001-8050-200.0210 | Electricity | \$ 10,000 | \$ 10,000 | \$ 9,382 | \$ 10,000 | \$ 8,513 |
| 194 | 001-8050-200.0213 | Rubbish Removal | \$ 5,000 | \$ 5,000 | \$ 3,502 | \$ 4,000 | \$ 4,636 |
| 195 | 001-8050-210.0320 | Equipment Rental - Snow (10 w Dumps) | \$ 5,000 | \$ 1,500 | \$ 9,952 | \$ 5,000 | \$ 825 |
| 196 | 001-8050-210.0323 | Equipment Rental - Streets (Excavators) | \$ 7,500 | \$ 7,500 | \$ - | \$ 7,500 | \$ - |
| 197 | 001-8050-230.0530 | Vehicles Damage | \$ 2,000 | \$ 2,000 | \$ 1,000 | \$ 2,000 | \$ - |
| 198 | 001-8050-230.0531 | Plow Damage | \$ 2,500 | \$ 2,500 | \$ 315 | \$ 2,500 | \$ 637 |
| 199 | 001-8050-310.0620 | Barricades, Lights - STS | \$ 1,000 | \$ 1,000 | \$ 145 | \$ 500 | \$ 602 |
| 200 | 001-8050-310.0622 | Culverts - SS | \$ 3,500 | \$ 3,500 | \$ - | \$ 3,500 | \$ - |
| 201 | 001-8050-310.0626 | Guardrails | \$ 5,000 | \$ 5,000 | \$ 2,209 | \$ 5,000 | \$ - |
| 202 | 001-8050-310.0628 | Pre-Cast Catch Basin's & Grates - SS | \$ 10,000 | \$ 10,000 | \$ - | \$ 10,000 | \$ - |
| 203 | 001-8050-320.0724 | Radio | \$ 1,000 | \$ 1,000 | \$ 441 | \$ 1,000 | \$ 430 |
| 204 | 001-8050-320.0727 | Building and Grounds | \$ 7,500 | \$ 7,500 | \$ 12,042 | \$ 10,000 | \$ 11,246 |
| 205 | 001-8050-320.0740 | Equipment Maintenance- STS | \$ 40,000 | \$ 40,000 | \$ 22,156 | \$ 55,000 | \$ 29,635 |
| 206 | 001-8050-320.0742 | Snow Equipment Maintenance | \$ 15,000 | \$ 15,000 | \$ 17,660 | \$ 20,000 | \$ 11,032 |
| 207 | 001-8050-320.0743 | Truck -Maintenance STS | \$ 73,500 | \$ 73,500 | \$ 77,728 | \$ 70,000 | \$ 76,801 |
| 208 | 001-8050-320.0745 | Bridge & Railing Repairs | \$ 4,000 | \$ - | \$ - | \$ 1,500 | \$ - |
| 209 | 001-8050-320.0746 | Street Painting | \$ 9,000 | \$ 7,500 | \$ 15,228 | \$ 7,500 | \$ 3,764 |
| 210 | 001-8050-320.0747 | Yard Waste Semi Annual Collection Prg Fees | \$ 2,200 | \$ 2,200 | \$ 2,318 | \$ 2,200 | \$ 149 |
| 211 | 001-8050-320.0748 | Roadside Mowing | \$ 6,000 | \$ 6,000 | \$ - | \$ 6,000 | \$ 300 |
| 212 | 001-8050-320.0749 | Tire Disposal Event (non-grant expense) | \$ 5,000 | \$ 5,000 | \$ 2,422 | \$ 2,500 | \$ - |
| 213 | 001-8050-320.0750 | Bulk Waste Removal - Disposal Fees | \$ 10,000 | \$ 17,500 | \$ 661 | \$ 17,500 | \$ - |
| 214 | 001-8050-330.0828 | Fuel Oil - Garage & Barricade Rm | \$ 30,534 | \$ 21,632 | \$ 20,309 | \$ 15,226 | \$ 11,847 |

CITY OF BARRE, VERMONT

GENERAL FUND BUDGET DETAIL

FOR THE YEAR ENDING JUNE 30, 2024

| Line No. | Account No | Account Description | FY 24 Template | FY 23 Approved | FY 22 Unaudited | FY 22 Approved | FY 21 Audited |
|----------|-------------------|---|-------------------|-------------------|--------------------|-------------------|------------------|
| 215 | 001-8050-330.0834 | Fuel Reimbursement | - | - | \$(98,471) | - | \$(56,909) |
| 216 | 001-8050-330.0835 | Vehicle Fuel | \$ 75,164 | \$ 74,500 | \$ 154,315 | \$ 56,327 | \$ 81,307 |
| 217 | 001-8050-330.0836 | Propane for Hot Box | \$ 250 | \$ 250 | \$ - | \$ 250 | \$ - |
| 218 | 001-8050-330.0837 | Vehicle Grease and Oil | \$ 4,000 | \$ 4,000 | \$ 3,328 | \$ 7,000 | \$ 2,124 |
| 219 | 001-8050-340.0940 | Clothing (Uniform/Dry Cleaning Service) | \$ 12,000 | \$ 12,000 | \$ 13,076 | \$ 12,000 | \$ 10,943 |
| 220 | 001-8050-340.0941 | Safety Equipment | \$ 2,000 | \$ 2,000 | \$ 2,050 | \$ 3,000 | \$ 1,001 |
| 221 | 001-8050-340.0942 | Physical Exams | \$ 540 | \$ 540 | \$ - | \$ 540 | \$ - |
| 222 | 001-8050-340.0943 | Footwear | \$ 2,720 | \$ 2,720 | \$ 1,392 | \$ 2,720 | \$ 1,811 |
| 223 | 001-8050-340.0944 | Vision | \$ 2,700 | \$ 2,700 | \$ 189 | \$ 2,700 | \$ 711 |
| 224 | 001-8050-350.1060 | Small Tools | \$ 2,500 | \$ 2,500 | \$ 1,269 | \$ 2,500 | \$ 1,012 |
| 225 | 001-8050-350.1061 | Supplies Garage | \$ 15,000 | \$ 15,000 | \$ 17,418 | \$ 30,000 | \$ 13,242 |
| 226 | 001-8050-350.1062 | Supplies SW | \$ 15,000 | \$ 15,000 | \$ 15,276 | \$ 5,000 | \$ 23,611 |
| 227 | 001-8050-350.1063 | Supplies New SW Construction/Rehab | \$ 3,000 | \$ 3,000 | \$ 11,543 | \$ 3,000 | \$ 4,446 |
| 228 | 001-8050-350.1064 | Supplies SS | \$ 12,000 | \$ 12,000 | \$ 19,748 | \$ 7,500 | \$ 16,591 |
| 229 | 001-8050-350.1065 | Supplies STS | \$ 7,500 | \$ 7,500 | \$ 8,051 | \$ 7,500 | \$ 9,982 |
| 230 | 001-8050-350.1066 | SNO - Snow (Chains, plow blades, etc.) | \$ 5,000 | \$ 5,000 | \$ - | \$ 6,000 | \$ 92 |
| 231 | 001-8050-360.1171 | Asphalt- SW repairs | \$ 2,000 | \$ 2,000 | \$ 1,584 | \$ 2,000 | \$ - |
| 232 | 001-8050-360.1172 | Bituminous Hot Mix - Streets | \$ 12,500 | \$ 12,500 | \$ 11,351 | \$ 12,500 | \$ 10,055 |
| 233 | 001-8050-360.1173 | Bituminous Hot Mix - Surface Sewers | \$ 1,500 | \$ 1,500 | \$ 691 | \$ 2,500 | \$ 332 |
| 234 | 001-8050-360.1174 | Chloride - SNO | \$ 1,250 | \$ - | \$ - | \$ 1,250 | \$ - |
| 235 | 001-8050-360.1175 | Concrete - SW repairs (small <25ft) | \$ 3,500 | \$ 2,500 | \$ 3,570 | \$ 5,000 | \$ - |
| 236 | 001-8050-360.1177 | Gravel - STS | \$ 500 | \$ 500 | \$ - | \$ 500 | \$ - |
| 237 | 001-8050-360.1181 | Kold Patch - STS (pothole repairs) | \$ 5,000 | \$ 5,000 | \$ 6,595 | \$ 8,500 | \$ 2,466 |
| 238 | 001-8050-360.1184 | Salt - Sno | \$ 180,000 | \$ 180,000 | \$ 131,191 | \$ 180,000 | \$ 120,474 |
| 239 | 001-8050-360.1187 | SNO - Snow (Streets) Sand | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 | \$ 192 |
| 240 | 001-8050-360.1188 | SS - Surface Sewers (Gravel Backfill) | \$ 1,000 | \$ 1,000 | \$ - | \$ 1,000 | \$ - |
| 241 | 001-8050-360.1189 | Street & Parking Signs | \$ 5,000 | \$ 5,000 | \$ 14,272 | \$ 4,000 | \$ 4,844 |
| 242 | 001-8050-360.1190 | Salt Reimbursement | \$ - | \$ - | \$ (4,047) | \$ - | \$ (1,464) |
| 243 | 001-8050-360.1191 | Street Light Maint. (Bulbs-not signals) | \$ 250 | \$ 250 | \$ - | \$ 500 | \$ 12,902 |
| 244 | 001-8050-360.1192 | KA Parking Lot/SW Exp | \$ - | \$ - | \$ 2 | \$ - | \$ 1,037 |
| 245 | 001-8050-440.1240 | Computer Software | \$ 4,500 | \$ 4,100 | \$ 1,833 | \$ 1,250 | \$ 2,029 |
| 246 | 001-9020-110.0151 | Health Insurance | \$ 165,051 | \$ 189,548 | \$ - | \$ 187,086 | \$ - |
| 247 | 001-9020-110.0152 | Life Insurance | \$ 6,545 | \$ 7,450 | \$ - | \$ 7,622 | \$ - |
| 248 | 001-9020-110.0153 | Dental Insurance | \$ 4,699 | \$ 5,348 | \$ - | \$ 6,110 | \$ - |
| 249 | 001-9030-110.0154 | Pension | \$ 56,048 | \$ 54,700 | \$ - | \$ 47,012 | \$ - |
| 250 | Sub Total | | \$ 1,685,578 | \$ 1,648,088 | \$ 1,195,688 | \$ 1,646,015 | \$ 1,033,712 |
| 251 | | | 2.27% | 0.13% | 15.67% | -0.01% | |



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 11/29/22**

Discussion Item No. 9-D

AGENDA ITEM DESCRIPTION: Introductory committee re-set discussion

SUBJECT: Structure, number and charge of municipal bodies

SUBMITTING DEPARTMENT/PERSON: Manager Storrellicastro

STAFF RECOMMENDATION: Begin conversation about how to re-set the committee structure.

PRIOR ACTION/STRATEGIC OUTCOME:

Prior Action: The Council creates and oversees municipal bodies. Currently, there are 12 Council created committees or task forces, 2 statutorily authorized bodies (Planning Commission and the Development Review Board), several other Boards, and other loosely affiliated committees operating quasi-independently (All in for Barre Committees).

Strategic Outcome: Re-evaluate the committee and task force ecosystem to right-size the number of municipal bodies, allow for better coverage of committee/task force activities from staff, create a structure and environment that allows interested volunteer residents to have positive experiences, and encourage meaningful and valuable input from municipal bodies to positively inform the Council’s work.

EXPENDITURE REQUIRED: N/A

FUNDING SOURCE(S): N/A

LEGAL AUTHORITY/REQUIREMENTS: City Charter §307

ATTACHMENT: Committee Re-Set Discussion Matrix

BACKGROUND/SUPPLEMENTAL INFORMATION:

Over the last several months, it has become evident that the City’s committee and task force structure is in need of review. Among others, residents, Council members, staff and I have identified the following challenges:

- There are too many committees
- Committees have either no clear direction or charge from Council, or are focused on very narrow issues
- Staff coverage is challenging (due primarily to the number of bodies that must be covered)
- Some committees struggle with the timely posting of meeting agendas and minutes
- Membership and participation varies across committees, and some carry long-term vacancies
- Some committees could be deemed obsolete, or may no longer be necessary or relevant
- Council representation is not even across committees

In the attached matrix, I am presenting a first draft of a potential committee re-set for Council’s discussion and feedback. It is expected that this conversation may take multiple conversations and engagement with external stakeholders, but the attached proposal aims to lay out a framework to address the challenges that we know are persistent.

In sum, the attached proposal would:

- Reduce the number of discretionary committees to 7 total committees.
- Align committees around common themes as opposed to narrow interests and focus
- Allow for discrete and sustainable staffing assignments

The proposal is silent on two issues we have discussed:

- **Creation of a Governance Committee:** The Council recently discussed this topic. I will defer to the Council about timing for the creation of such a committee.
- **Re-establishing Council Liaisons:** It is my recommendation that Council re-establish Council liaisons to every committee it creates. I believe this will ensure that committees have appropriate direction, oversight, and that Council can remain better informed about the work of the bodies it creates.

INTERESTED/AFFECTED PARTIES: Residents of Barre, City staff, administration, and committees

RECOMMENDED ACTION/MOTION: Discussion.

Committee Reset Discussion – 11/17/22

| New and Re-Established Public Bodies | | | |
|---|---|---------------------------------------|---|
| Body | Sources | Members, End of Term | Staffing/Council Liaison |
| Housing, Community & Economic Development Committee | Integrate the following bodies: <ul style="list-style-type: none"> • Homelessness Task Force • Housing Working Group • All in for Barre Housing Task Force | 7 Members with 2-year staggered terms | Primary: Nicolas Storellicastro Secondary: Janet Shatney, Brad Vail Council Liaison: |
| Civic Facilities Committee | Integrate the following bodies: <ul style="list-style-type: none"> • Civic Center Committee • ADA Committee | 7 Members with 2-year staggered terms | Primary: Jeff Bergeron Secondary: Stephanie Quaranta Council Liaison: |
| Public Infrastructure and Transportation Committee | Integrate the following bodies: <ul style="list-style-type: none"> • Transportation Advisory Committee • Energy Committee • Paths, Routes, and Trails • River Access Task Force | 7 Members with 2-year staggered terms | Primary: Bill Ahearn Secondary: Dawn Monahan Council Liaison: |
| Public Art & Recreation Committee | Integrate the following bodies: <ul style="list-style-type: none"> • Recreation Committee • Cemetery & Parks Committee • Community Garden Committee • Tree Stewardship | 7 Members with 2-year staggered terms | Primary: Stephanie Quaranta & Jeff Bergeron Council Liaison: |
| Police Advisory Committee | Retain current committee structure/responsibilities | 5 Members, 2-year staggered terms | Primary: Brad Vail Secondary: Larry Eastman Council Liaison: Waszazak |
| Cow Pasture and Open Lands Conservation Committee | Expand responsibilities to Canales Park, expansion of conserved space | 7 Members, 2-year staggered terms | Primary: Nicolas Storellicastro Council Liaison: |
| Diversity & Equity Committee | Retain current committee structure/responsibilities | 7 Members with 2-year staggered terms | Primary: Rikk Taft Secondary: Nicolas Storellicastro Council Liaison: |

| Mandated Bodies | | | |
|--------------------------|--|--|--|
| Body | Sources | Members, End of Term | Staffing/Council Liaison |
| Development Review Board | Required by statute, no proposed change | Linda Shambo, Chair Jeffrey Tuper-Giles, V-Chair David Hough Sarah Helman Katrina Pelkey Pete Fournier Michael Hellein Jessica Egerton Vacant (Ward III) | Primary: Janet Shatney |
| Planning Commission | Enabled by statute, no proposed change | Michael Hellein, Chair Amanda Gustin, V-Chair Joe Reil, Secretary Rosemary Averill Raylene Meunier David Sichel Becky Wigg | Primary: Janet Shatney |
| Board of Civil Authority | Required by statute | Members | Primary: Carol Dawes |
| Board of Abatement | Required by statute | Members | Primary: Carol Dawes |
| Board of Health | Required by statute, appointees recommended to VT DOH | Peter Anthony Steven Micheli Carol Dawes | Primary: Health Officer |
| Animal Control Committee | Disband, defer to Health Officer and appoint Council <i>ad hoc</i> committee when necessary to escalate, but no standing committee | Councilor Boutin Councilor Deering Councilor Stockwell | Primary: Health Officer Secondary: Joe Aldsworth, Brad Vail |



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 11-29-22**

Action Item No.: 9-E

AGENDA ITEM DESCRIPTION: Authorize the Manager to execute an engineering contract with Wright-Pierce Consulting Engineers for completion of 20-year Wastewater Treatment Facility (WWTF) Review

SUBMITTING DEPARTMENT or PERSON: Department of Public Works (DPW)

STAFF RECOMMENDATION: Authorize the City Manager to execute agreement on behalf of City for full scope of services with projected costs of \$257,500 to be funded by the Clean Water State Revolving Fund (CWSRF).

STRATEGIC OUTCOME/PRIOR ACTION: Define long term changes to get the WWTF to meet future needs, maintain compliance, and improve water quality. The existing facility was last fully upgraded in 1995, so equipment is reaching end of useful life. The plant is receiving higher strength wastewaters than original designs were intended to accommodate. In addition, water quality needs have become more stringent. The review will include an assessment of key management tools including operations requirements for wastewater users.

EXPENDITURE REQUIRED: There is no initial expense to the City. This work to be funded by CWSRF loan. The loan is partially forgivable if any construction results from the design. The future construction would be bond-funded based on the total projects costs less any eligible grants.

FUNDING SOURCE(S): The City anticipates less than \$20,000 incurred cost before state approval of 20-year WWTF Facility review loan and scope of services, which as needed would be funded by Enterprise Fund out of up to \$50,000 previously authorized on May 6, 2021 for work associated with total ammonia nitrogen improvements, which came in below expected costs.

LEGAL AUTHORITY/REQUIREMENTS: The City of Barre has a permit to operate a WWTF with a 4 MGD capacity. The permit establishes discharge standards for the protection of the Stevens Branch. The City WWTF was experiencing intermittent failures to meet effluent limits. The City has made progress in addressing WWTF inspection requirements, and continues working on those issues with operating funds.

BACKGROUND/SUPPLEMENTAL INFORMATION: The City needs to make progress addressing effluent violations. This contract is a complement to the earlier approved Total Ammonia Nitrogen (TAN) contract issued last May – which substantially underran the \$50,000 cap at \$9,956.37 to complete that work. The TAN work delivered was exceptionally successful

as all recommendations were followed with full compliance resulting. The plant still needs upgrades in a less critical mode, including mechanical improvements, physical construction to improve reliability, and a control system that uses current technology and improves operations. The City selected Wright-Pierce after careful review and second interviews of the two top finalists. The City has reviewed the scope of work carefully to assure that critical elements are delivered, with a possibility of sequential deployment of some improvements that are expected suggestions.

ATTACHMENTS: Contract for Engineering Services with Wright-Pierce Engineers

INTERESTED/AFFECTED PARTIES: Barre residents, State of Vermont, river users.

RECOMMENDED ACTION/MOTION:

Move to authorize the City Manager to execute an Engineering Services Agreement with the previously QBS-selected consultant Wright-Pierce for up to \$257,500 to be funded by the State CWSRF.



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

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Issued and Published Jointly by



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

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
The City of Barre, Vermont (“Owner”) and
Wright-Pierce (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Wastewater Facility Plan (“Project”).

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

Engineer's services under this Agreement are generally identified as follows: Study and Report Phase Engineering Services, as summarized in Exhibit A

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. Invoices will include a breakdown of services provided. 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. Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

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. Opinions of Total Project Costs and any revisions thereof should reflect compliance with

American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

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 may 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 of Vermont.

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:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

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

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

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer 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.
38. *Agency* – The Vermont Department of Environmental Conservation Water Investment Division.

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.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. [not used]

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.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of the EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that will take place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it to the USDA, Rural Development processing office.

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: Wright-Pierce

By: [REDACTED]
Print name: Steven E. Mackenzie
Title: City Manager
Date Signed: [REDACTED]

By: [REDACTED]
Print name: Timothy R. Vadney, PE
Title: Vice President
Date Signed: [REDACTED]

Engineer License or Firm's Certificate No. (if required):
96528
State of: Vermont

Address for Owner's receipt of notices:
[REDACTED]

Address for Engineer's receipt of notices:
230 Commerce Way, Suite 302
Portsmouth, NH 03801

Designated Representative (Paragraph 8.03.A):
[REDACTED]
Title: [REDACTED]
Phone Number: [REDACTED]
E-Mail Address: [REDACTED]

Designated Representative (Paragraph 8.03.A):
Kristen Y. Lemasney, PE
Title: Project Manager
Phone Number: 603-570-7109
E-Mail Address: kristen.lemasney@wright-pierce.com

This is **EXHIBIT A**, consisting of [10] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: See list of scope activities below under Section A101.A.14.
 - b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner’s facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as “Project Strategies, Technologies, and Techniques.”
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner’s instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. Preliminary Planning
 - i. Meet with City staff to review and confirm the overall scope and approach of the project.
 - ii. Review available plant data:
 1. WWTF Monthly Operating Reports, available information on sludge quantities, and other operational data for the most recent 5-year period (2017-2021).
 2. Current NPDES permit, recent VTDEC inspection reports.
 3. Equipment lists.

- 4. Facility O&M, including O&M updates.
 - iii. Review past studies and reports
 - 1. City master planning documents
 - 2. Engineering reports/plans for previous upgrades at the WWTF
 - 3. Energy audit reports
- b. Project Administration and Meetings
 - i. Conduct technical workshops to evaluate processes with operators and City staff. For level of effort estimation, three meetings are assumed (two virtual and one in-person).
 - ii. Hold progress meetings with City staff to discuss milestone deliverables and review comments and questions. For level of effort estimation, two virtual meetings and two in-person meetings are assumed.
- c. Define Current and Projected Future Wastewater Flows and Loads
 - i. Analyze and characterize influent wastewater flows and loads for the five-year period from 2017-2021.
 - 1. Trend average, minimum, maximum monthly, peak daily and peak hourly flows, including primary and secondary flow.
 - 2. Trend average, minimum, maximum monthly, and peak daily loading data for BOD and TSS.
 - 3. Document septage flows and loadings and other metered commercial flows.
 - 4. Summarize available data for phosphorus, ammonia or other parameters of interest in the influent.
 - ii. With assistance from the City, and based on available information, estimate future growth projections over the 20-year planning horizon within areas currently sewered and identify future areas of development, including future commercial, industrial, residential, and institutional growth. Obtain growth projections from the Town of Barre and participate in one coordination meeting with City and Town staff to review the overall growth projections. City assistance intended to include a review of the Planning Department's detailed growth projections and subsequent meeting with City Planning staff.
 - iii. Prepare a technical memorandum defining the flows and loads to be utilized as the basis of evaluation of the WWTF as well as the effluent quality requirements. Meet with City staff to review and finalize memorandum.
- d. WWTF Evaluation
 - i. Develop biological process model of treatment facility for capacity and nutrient removal analysis, including one alternative process (i.e., anaerobic selector zone upstream of oxidation ditch). Prior to developing process models, meet with the City to agree upon future nutrient limitation assumptions to be reflected in the model analysis
 - ii. Perform a site visit with process engineers and members of the team (mechanical, I&C, electrical and structural engineers and architect). Conduct condition assessments identifying specific upgrade needs as detailed in Tasks 4.c and 4.f below.

- iii. Treatment Plant Unit Process Analysis. This subtask includes documentation of existing conditions, treatment capacities, present needs, and anticipated future needs based on appropriate design standards and anticipated future requirements (potential effluent standards, etc.). The following major systems will be included:
 1. Preliminary treatment – In addition to condition assessment, perform an alternatives analysis to identify preferred upgrade approach. It is anticipated three alternatives will be evaluated: replace equipment in kind; construct a headworks building to house mechanical screening and grit removal systems; construct new exterior mechanical and grit removal systems.
 2. Primary clarification system
 3. Primary pumping system
 4. Oxidation ditch system
 5. Secondary clarification system
 6. Disinfection system (chlorination and dechlorination systems)
 7. Sludge pumping and conveyance systems
 8. Sludge thickening system
 9. Sludge digestion system
 10. Sludge dewatering system
 11. Instrumentation and Control, SCADA system, computer systems, internet service
 12. Chemical Feed Systems (alum)
 13. Flow metering
- iv. Odor control management – identify major sources of odor on site and develop a plan for odor mitigation that could include (but not be limited to): chemical addition, addition of an odor control technology (such as activated carbon, wet chemical scrubbing, biofiltration, etc), or modifications to plant processes/sludge handling operations. Note: air sampling is not proposed at this time, and if necessary, would be implemented as part of a separate future contract.
- v. Prepare a process flow diagram showing all major return flows.
- vi. Develop a WERF (wastewater equipment replacement fund) list of all critical WWTF equipment identifying equipment tag, location, year of installation, anticipated lifespan, and approximate cost to replace.
- vii. Building System and Site Evaluation
 1. Perform interior 3-dimensional scanning of building spaces. This is assumed to be two days' effort and will be subcontracted to Matterscan. Deliverables to include access to an electronic 3D virtual site walk of the photographed facilities and a point cloud for CAD drawing development of existing facilities.
 2. Evaluate WWTF buildings and structures for current condition, compliance with applicable codes and necessary improvements including structural integrity, heating and ventilation systems, roofing systems, and architectural items.
 3. Evaluate power distribution and electrical systems, including transformers, MCCs and standby power generation for current

- condition, compliance with applicable codes and identify necessary improvements for present and future load needs.
- 4. Assess current condition for WWTF site roadways, access drives, fences, parking areas and walkways.
- 5. Review current FEMA flood maps for floodplain and required finished floor elevations. Assess site conditions for present and recommended future scenarios.
- viii. Discipline engineers will each prepare a memorandum that summarizes the findings from the assessment, including the current condition, any code compliancy concerns or issues, and recommendations for improvements including any opportunities to improve energy efficiency or enhance performance and reliability.
- e. Supplemental Solids Handling Evaluation
 - i. Identify potential sludge management approaches and sludge disposal options (produce Class A, Class B, etc.). Shortlist three viable options based on client discussion and preference. Perform a cost-benefit evaluation of three solids-handling alternatives, including: maintaining anaerobic digestion, discontinuing anaerobic digestion, and implementing a new technology for solids volume reduction (i.e., sludge drying).
 - 1. Develop a conceptual plan for the preferred solids digestion, thickening, and dewatering alternatives. Develop a planning-level cost estimate for the preferred alternatives, including building system improvements and recommended odor control.
 - 2. Perform a cost-effective evaluation of three dewatering technologies, including the development of planning-level equipment layouts.
- f. Development of Recommended Plan
 - i. Review overall upgrade needs and anticipated timing and develop an overall implementation plan addressing: phasing of improvements based on future discharge criteria changes or anticipated growth in flows and loads; summarizing recommended unit process upgrades; and planning level capital cost estimate for improvements.
 - ii. Summarize the implementation plan recommendations and hold a virtual workshop with City staff to review and discuss.
- g. Preliminary Engineering Report
 - i. Generate a draft report summarizing the analysis, findings and recommendations of facility planning efforts.
 - ii. Develop draft PER document in accordance with VTDEC requirements (using Bullet 1780-2 format).
 - iii. Submit 30%, 60%, 90%, and final PER packages to the City and VTDEC for review and comment.
 - iv. Meet with the City staff at the 90% submittal to review comments.
 - v. Finalize the report and present to City staff.
- h. Coordination with VTDEC at the 30%, 60%, and 90% Submittal Phases
 - i. Schedule and attend Planning Meetings (30%, 60% assumed virtual).
 - ii. Prepare and Distribute Planning Meeting Minutes.
 - iii. Prepare and submit phase deliverables electronically.
 - iv. Respond to and address DEC comments on submittals.

- i. Provide an Environmental Report as defined in 7 CFR 1970. The Environmental Report must be concurred in by the Agency.
 15. Furnish 1 electronic review copies of the Report and any other Study and Report Phase deliverables to Owner within **300** days of the Effective Date and review it with Owner. Within 60 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner withing **30** days of receipt of Owner's and Agency's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

~~A1.02—Preliminary Design Phase~~

~~A1.03—Final Design Phase~~

~~A1.04—Bidding or Negotiating Phase~~

~~A1.05—Construction Phase~~

~~A1.06—Post Construction Phase~~

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 not including preparation of the Environmental Report defined under Basic Services; 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 but only if the Owner's request is made after completion of the Study and Report Phase.
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. Deleted
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; 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.

This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

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: [] none.

- B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:
- U. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
 - V. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.
 - W. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
 - X. Where the Owner directly procures American Iron and Steel products,
 - 1. Include American Iron and Steel clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications; and
 - 3. Provide copies to Engineers and Contractors.

This is **EXHIBIT C**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, 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 \$257,500 based on the following estimated distribution of compensation:

| | |
|---------------------------------|-----------|
| a. Study and Report Phase | \$257,500 |
| b. Preliminary Design Phase | \$([]) |
| c. Final Design Phase | \$([]) |
| d. Bidding or Negotiating Phase | \$([]) |
| e. Construction Phase | \$([]) |
| f. Post-Construction Phase | \$([]) |
 - 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 and Agency. 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 []) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

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 1.0.

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 1.10.
- 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 and Agency 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.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) 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 Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: 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.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. 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 1.10.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. 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 no cost.

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

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

| Description/Equipment | Job Cost Rate Per Unit |
|------------------------------|------------------------|
| CADD Bond | \$0.15/sq. ft. |
| Confined Space Entry Package | \$75/day |
| Field Books | \$20 each |
| Gas Meter only | \$40/day |
| iPad | \$5/day |
| Meals and Tips | At Cost |
| Mileage | IRS Rate |
| Misc. Equip.* 1-3 items | \$5/day |
| Misc. Equip.* 4-6 items | \$10/day |
| Misc. Equip.* 7-10 items | \$20/day |
| Misc. Fees | At Cost |
| Misc. Field Supplies | At Cost |
| Misc. Office Supplies | At Cost |
| Mylar | \$1.00/sq. ft. |
| Photocopies | \$0.10/copy |
| Postage | At Cost |
| Printing/Reproduction Cost | At Cost |
| Rental Vehicles | At Cost |
| Room | At Cost |
| Subcontracts | 1.1 x Cost |

This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

| Accounting/Billing Classification | Hourly Billing Rate Range |
|---|---------------------------|
| Principal/Engineering Manager | \$200 to 260 |
| Senior Project Manager | \$160 to 235 |
| Project Manager/Senior Project Engineer/Construction Manager | \$130 to 200 |
| Senior Project Engineer | \$120 to 210 |
| Project Engineer | \$110 to 130 |
| Engineer Intern/Intern Architect | \$85 to 117 |
| Architect/Structural/Mechanical/Instrumentation/Electrical Engineer | \$130 to 230 |
| Senior CAD Designer | \$110 to 130 |
| CAD Designer/Senior CAD Technician | \$90 to 120 |
| CAD Technician | \$60 to 95 |
| GIS Analyst | \$86 to 121 |
| Survey Crew (two people) | \$230 to 250 |
| Field Service Manager/Technician | \$70 to 110 |
| Office Assistant/Word Processor | \$63 to 120 |

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

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: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[1,000,000]
- 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: \$[10,000,000]
 - 2) General Aggregate: \$[10,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[5,000,000]
 - 2) Annual Aggregate \$[5,000,000]
- g. Other (specify):
 - 1) Products-Completed/Operations \$2,000,000
 - 2) Personal & Advertising Injury \$1,000,000
 - 3) Med. Expense (any one person) \$ 10,000
 - 4) Damage to Rented Premises (ea. Occurrence) \$1,000,000

2. By Owner:

a. Workers' Compensation: _____ Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess Umbrella Liability

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

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

_____ \$[_____]

f. Other (specify): _____ \$[_____]

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. [Wright-Pierce]
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 [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

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

[NOTE TO USER: Select one of the two alternatives provided.]

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 non-binding mediation by ***a mutually agreed upon party***. 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.

[or]

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ***[insert the name of a specified arbitration service or organization here]*** rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the ***[specified arbitration service or organization]***. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT J**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Special Provisions

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

The attached Certification Page is required as part of this Agreement.

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

DEC CERTIFICATION PAGE

PROJECT NAME: Wastewater Facility Plan

PROJECT LOCATION: Barre, Vermont

APPLICANT & LOAN/GRANT NUMBER: _____

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

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

SUMMARY OF ENGINEERING FEES

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

| Description of Steps and Services | Fee Amount | Basis of Payment (Lump Sum or NTE) |
|--|------------|------------------------------------|
| 1. Step 0 – Feasibility Study | | |
| 2. Step I – Preliminary Engineering | | |
| a. Preliminary Engineering Report Services | \$254,000 | NTE |
| b. Environmental Information Document Services | \$3,500 | NTE |
| c. Additional Services included in Step I (include additional lines and itemize each item separately) | | |
| 3. Step II – Final Design | | |
| a. Basis of Final Design and Final Design Plans and Contract Documents | | |
| b. Additional Services included in Step II (include additional lines) | | |
| 4. Step III | | |
| a. Bid Phase Services | | |
| b. Construction Phase Services | | |
| c. Resident Project Representative Services | | |
| d. Post Construction Phase Services | | |
| 5. Total Engineering Costs | | |
| 6. Construction Costs | | |
| a. Contract 1 | | |
| b. Small Purchase | | |
| 7. Total Project Cost | \$257,500 | |
| 8. Total Bond Amount | | |

SCOPE OF SERVICES


The scope of services can be found in the following pages of the contract: 2 through 7 of Exhibit A₁.

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 I deliverables and meetings. Percent Complete | Approximate Meeting Schedule | Deliverables |
|---|------------------------------|--|
| 30% | 01/20/2023 | 30% Draft Preliminary Engineering Report |
| 60% | 04/14/2023 | 60% Draft Preliminary Engineering Report |
| 90% | 08/18/2023 | 90% Final Preliminary Engineering Report and Draft EID |
| Final | 09/13/2023 | Final Preliminary Engineering Report and Final EID |

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

CONSULTING FIRM NAME

Wright-Pierce  09/29/2022

Engineer Date

Kristen Y. Lemasney, PE – Project Manager

Name and Title

City of Barre, Vermont

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 K~~, consisting of [] pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated []:

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data _____

_____ Effective Date of Owner-Engineer Agreement: _____

_____ Owner:

_____ Engineer:

_____ Project:

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

_____ Additional Services to be performed by Engineer

_____ Modifications to services of Engineer

_____ Modifications to responsibilities of Owner

_____ Modifications of payment to Engineer

_____ Modifications to time(s) for rendering services

_____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

Agreement Summary:

— Original agreement amount: _____ \$ _____

— Net change for prior amendments: _____ \$ _____

— This amendment amount: _____ \$ _____

— Adjusted Agreement amount: _____ \$ _____

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

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

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

OWNER:

ENGINEER:

By: _____

By: _____

Print
name: _____

Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____