#### Regular Meeting of the Barre City Council Held April 21, 2020

The Regular Meeting of the Barre City Council was called to order on video conference by Mayor Lucas Herring at 7:00 PM at Barre City Hall. In attendance, participating via video or phone conference, were: From Ward I, Councilors Jake Hemmerick and John Steinman; from Ward II, Councilor Teddy Waszazak; and from Ward III, Councilors Rich Morey and Ericka Reil. Also present via video or phone conference were City Manager Steve Mackenzie, Fire Chief Doug Brent, Police Chief Tim Bombardier, Finance Director Dawn Monahan, Planning Director Janet Shatney, Buildings and Community Services Director Jeff Bergeron, Assessor Joe LeVesque, Board of Civil Authority chair Peter Anthony, Board of Abatement member Thom Lauzon, and Clerk/Treasurer Carol Dawes.

Absent: From Ward II, Councilor Michael Boutin.

**Adjustments to the Agenda: NONE** 

#### **Approval of Consent Agenda:**

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

- Minutes of the following meetings:
  - o Regular Meeting of April 14, 2020
- City Warrants as presented:
  - o Approval of Week 2020-16:
    - Accounts Payable: \$86,292.56Payroll (gross): \$97,644.76

#### The City Clerk/Treasurer Report -

Clerk/Treasurer Dawes reported on the following:

- Fourth quarter property taxes are due by May 15<sup>th</sup>.
- City Hall is closed to the public, but the offices are open reduced hours with limited staff. Most services are available.

**Liquor Control** – The Department of Liquor and Lottery is offering on-line renewals with no fees due until after the emergency order is lifted. As long as license holders submit their renewal, either by paper or online, by the April 30<sup>th</sup> deadline, they will be considered "valid until renewed". There are six establishments in Barre City that have not yet filed their renewal. We will be following up with them before April 30<sup>th</sup>.

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

- Working on summer project planning and equipment purchases.
- ParkMobile installation is deferred until it can be done safely with regards to COVID-19. The hope is to have the parking meter payment app operational sometime in May.
- There will be a scrap metal drop-off event at the auditorium on May  $2^{nd}$ .
- The spring yard waste drop off at Barre Town's stump dump is scheduled for four Saturday mornings in May, beginning May 9<sup>th</sup>.
- There will be a used tire disposal event at the auditorium on June 13<sup>th</sup>.

#### **Visitors and Communications – NONE**

Old Business -

#### A) COVID-19 City Response Update.

Manager Mackenzie said the furlough program is ongoing, and will help control the projected year end deficit. The decision has been made to not plant flowers or bulbs in the cemeteries this year, as a cost savings measure. The Manager said future COVID-19 updates will be incorporated into his Manager's reports.

#### B) Ratification of Collective Bargaining Agreement with Local #4-68 of the USW.

Manager Mackenzie reviewed some of the items in the 3 year contract. Council approved ratifying the contract on motion of Councilor Steinman, seconded by Councilor Morey. **Motion carried on roll call vote, with all voting in favor.** 

#### New Business -

#### A) Board of Abatement Meeting: Warned for 7:15 PM.

i. Ratification of Abatement of Late Penalties and Interest Charges on Delinquent Taxes and Water/Sewer Bills.

Board Chair Peter Anthony called the Board of Abatement meeting to order at 7:19 PM. Clerk Dawes confirmed the requirements for a quorum were met with the attendance of the Councilors, Assessor, and Treasurer.

Chair Anthony reviewed previous Council actions waiving late penalties and interest charges for delinquent property taxes and delinquent water & sewer bills, and noted the Council does not have the authority to grant such abatements. The Chair also noted the BOA does not have the statutory authority to prospectively abate penalties and interest charges until they have accrued. He therefore recommended the Board abate late penalties and interest charges that have accrued as of April 15, 2020. Clerk Dawes said this would include late penalties and interest charges for delinquent taxes as of March 15<sup>th</sup> and April 15<sup>th</sup>, and delinquent water & sewer charges as of April 1<sup>st</sup>.

Board Member Thom Lauzon said the Vermont legislature is working on language that would allow selectboards and councils to make such abatements in lieu of boards of abatement, however this proposed legislation has not yet been approved.

The Board of Abatement approved abatement of late penalties and interest charges for delinquent property taxes and delinquent water & sewer charges that accrued between March 15<sup>th</sup> and April 15<sup>th</sup> on motion of Board Member Lauzon, seconded by Board Member Waszazak. **Motion carried on acclamation with no votes against.** 

Clerk Dawes said she will schedule future Board of Abatement meetings to consider additional abatement of late penalties and interest charges between now and the end of the fiscal year.

Chair Anthony adjourned the Board of Abatement meeting at 7:30 PM.

#### B) Annual Adoption of the Local Emergency Management Plan.

Fire Chief Doug Brent reviewed materials included in the plan, and noted the City is required to update and readopt the plan on an annual basis. Council approved adoption and authorized Chief Brent and Manager Mackenzie to sign on behalf of the City and forward the plan to Central Vermont Regional Planning Commission on motion of Councilor Reil, seconded by Councilor Hemmerick. **Motion carried on roll call vote, with all voting in favor.** 

#### C) Authorization of DuBois & King, Inc. Alumni Hall Boiler Design Agreement.

Manager Mackenzie reviewed the memo from BCS Director Jeff Bergeron. There was discussion on the selection of service providers and consultants, and use of the competitive bid process. Manager

Mackenzie said Dubois & King worked on earlier phases of this particular project. The Manager said the construction phase will be put out to bid.

Councilor approved the agreement on motion of Councilor Steinman, seconded by Councilor Morey. **Motion carried on roll call vote, with all voting in favor.** 

#### D) Discussion/Action on FY21 Grand List Lodging/Tax Bill Issuance Timetables.

Clerk Dawes reviewed her memo outlining the City's usual timeline for lodging the grand list and issuing tax bills, along with the emergency changes implemented by the VT Department of Taxes, and her recommended revised timeline for this year. City Assessor Joe LeVesque said he expected to complete his work under his usual timeline, however additional time could be useful. The Clerk said the driving factor is that homestead declaration and property tax rebate files won't be released by the state until August 1<sup>st</sup>, which is a month later than usual. She recommended Council set the 1<sup>st</sup> installment due date as September 15<sup>th</sup>, and the Clerk and Assessor can work the rest of the schedule backwards.

Council approved setting the 1<sup>st</sup> property tax payment installation date for the 2020-2021 tax year for September 1, 2020 on motion of Councilor Hemmerick, seconded by Councilor Morey. **Motion carried on roll call vote, with all voting in favor.** 

#### E) Approval of Resolution #2020-02 and \$1.7M Bond Anticipation Note Documents.

Council approved the resolution and documents, and authorized the Clerk to sign on behalf of the City, on motion of Councilor Steinman, seconded by Councilor Morey. **Motion carried on roll call vote, with all voting in favor.** 

# F) Discussion re: revisions to the Salvage Yard and Permitted Vehicles on Private Properties Ordinances.

Council reviewed the two draft ordinances. There was discussion on size of lots, setbacks, and whether the two ordinances could be combined into one at some point in the future. There was additional discussion on providing assistance for people to get rid of accumulations of waste materials. Council will review the drafts one more time before they are warned for an official first reading. Planning Director Janet Shatney will post the draft ordinances on the City website for public review.

#### G) Taxi Cab Ordinances.

Councilor Morey reviewed the latest draft of the ordinance. There was discussion on who will perform possible audits of company trip logs, and exemptions for volunteer drivers who provide service through Green Mountain Transit and local veterans' groups. There will be one last opportunity for staff review before the draft ordinance is warned for an official first reading.

#### H) Discussion and/or Approval of Revisions to the Rules of Procedure Policy.

Council discussed the rules and proposed changes. There was discussion on frequency of Council meetings, materials being available to Councilors by the Friday preceding meetings, limiting the length of meetings, and posting Council packets on the website for public review.

Council approved the rules of procedure policy as modified on motion of Councilor Steinman, seconded by Councilor Waszazak. **Motion carried on roll call vote, with all voting in favor.** 

#### Round Table -

Councilor Hemmerick said it's nice to see so many people walking and biking throughout the City. Councilor Morey echoed the comment, and asked drivers to slow down because of increased pedestrians and children in and around the streets.

To be approved at 05-05-20 Barre City Council Meeting

Councilor Waszazak said CW Print & Design has created signs thanking health care workers. The signs can be picked up at their back door on Merchant's Row.

Mayor Herring said the Council will be reviewing its FY20 and FY21 priorities in the near future. The Mayor announced there is no Council meeting next week.

#### **Executive Session -**

Councilor Hemmerick made the motion to find that premature general public knowledge of personnel, litigation and contracts issues to be discussed would clearly place the City of Barre at a substantial disadvantage should the discussion be public. The motion was seconded by Councilor Morey. **Motion carried on roll call vote, with all voting in favor.** 

Councilor Reil left the open portion of the meeting at this point.

Council went into executive session at 9:16 PM to discuss personnel, litigation and contracts under the provisions of 1 VSA § 313 on motion of Councilor Morey, seconded by Councilor Steinman. Motion carried on roll call vote, with all voting in favor. There was no vote from Councilor Reil.

Manager Mackenzie and Planning Director Janet Shatney were invited into the executive session.

Councilor Reil rejoined the meeting via phone.

Councilor Reil left the meeting before the motion to come out of executive session.

Council came out of executive session at 9:56 PM on motion of Councilor Waszazak, seconded by Councilor Hemmerick. **Motion carried.** 

The Council meeting was adjourned by Mayor Herring at 9:57 PM.

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

Respectfully submitted,

Carolyn S. Dawes, City Clerk

Vendor						
PO	Invoice	Invoice	Account	Account	PO	Invoice
Number	Number	Description	Number	Description	Amount	Amount Check
01095 A	& L MACHININ	NG INC				
	06480A	steel	001-8050-320.0742	SNOW EQUIP MAINT	0.00	19.85 136542
01064 A	BSOLUTE SPILI	RESPONSE LLC				
	326	disposal drilling sleeves	001-8050-350.1065	SUPPLIES - STS	0.00	160.00 136543
01042 A	DAMS TODD					
	040820	refund parking permit	001-4030-430.4038	PARKING PERMITS	0.00	184.64 136544
01088 A	FSCME COUNCII	2 93				
PR01:16	4 PR-04/22/20	Payroll Transfer	001-2000-240.0007	UNION DUES PAYABLE	0.00	152.25 E4
01060 A	MAZON CAPITAI	L SERVICES				
	1WRHNXMXJ6E	6 spray bottles,freight	001-9130-370.1380	COVID-19 MATERIALS	0.00	31.98 136545
01108 A	RC MECHANICAI	CONTRACTORS INC				
	19638	labor,fan kit,motor,beari	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	1,593.29 136546
	20412	labor,truck charge	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	220.00 136546
	20610	labor, pulley	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	567.77 136546
	20769	labor	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	315.00 136546
					0.00	2,696.06
01187 A	TC GROUP SERV	TICES LLC				
	2259658	professional services	048-8315-200.0210	ENT ALY O&M	0.00	412.50 136547
01062 A	TKINS PEGGY					
	040820	refund parking permit	001-4030-430.4038	PARKING PERMITS	0.00	96.92 136548
23018 A	UBUCHON HARDW	VARE				
	493616	cord, tarp	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	26.08 136549
	493641	tees, nipples	001-8050-320.0742	SNOW EQUIP MAINT	0.00	9.88 136549
				<del></del>	0.00	35.96
01200 ==	VENU INSIGHTS	C C ANALYMICS				
01209 A	B-012547	binders,flysheets,freight	001-5070-220.0417	RECORDING OF RECORDS	0.00	188.22 136550
02117 B	ARRE COMMUNIT	Y JUSTICE CENTER quarterly contribution	001-9130-360.1371	BCJC STIPEND	0.00	1,710.00 136551
						·
02055 B	URLINGTON COM BC4553	MMUNICATIONS  desk,remote kit,power	050-5100-120.0180	EQUIPMENT EXPENSE	0.00	4,965.00 136552
	DC4333	desk, remote kit, power	030-3100-120.0180	EÕOILMENI EYLENSE	0.00	4,900.00 130552
03043 C	ASELLA WASTE					
	2389761	trash removal	001-7020-200.0213	RUBBISH REMOVAL	0.00	584.08 136553
	2389761	trash removal	001-8050-200.0213	RUBBISH REMOVAL	0.00	293.86 136553
	2389761	trash removal	001-6043-200.0213	RUBBISH REMOVAL	0.00	220.16 136553
	2389761	trash removal	001-7035-200.0213	RUBBISH REMOVAL	0.00	307.60 136553

PO	Invoice	Invoice	Account	Account	PO	Invoice	
Number	Number	Description	Number	Description	Amount	Amount	Checl
					0.00	1,405.70	
03205 (1	TTV OF BADDE D	PENSION PLAN & TRUST				,	
		Payroll Transfer	001-2000-240.0006	ANNUITY PAYABLE	0.00	343.51	L3658
		-					
03012 CI	LARKS TRUCK CE						
	432727	bushings, nuts, bolts	001-8050-320.0743	TRUCK MAINT - STS	0.00	165.36 1	L3655
03018 CI	LAY POINT ASSO	CIATES INC					
	15228A	asbestos inspection Pool	050-5800-360.1166	POOL REFURBISHMENT	0.00	650.00 1	L3655
03337 C	OMMUNITY BANK	NA					
		Payroll Transfer	001-2000-240.0001	FEDERAL TAX PAYABLE	0.00	9,541.72 1	
PR01:164	4 PR-04/22/20	Payroll Transfer	001-2000-240.0004	FICA PAYABLE	0.00	14,198.68 1	L3659
					0.00	23,740.40	
						•	
03308 C	OMMUNITY BANK	NA					
PR01:164	4 PR-04/22/20	Payroll Transfer	001-2000-240.0013	HSA PAYABLE	0.00	235.00 1	13658
04071 DE	EAD RIVER CO						
04071 DI	032720	fuel oil, lic fee, fuel tax	001-6043-330.0833	FUEL OIL	0.00	1,064.96 1	L3655
	032720	fuel oil, lic fee, fuel tax		WHEELOCK BLDG FUEL	0.00	445.66 1	
	040320	fuel oil, lic fee, fuel tax	001-7020-330.0831	FUEL OIL - AUD/ANNEX	0.00	7,307.41 1	13655
	040320	fuel oil, lic fee, fuel tax	001-6043-330.0833	FUEL OIL	0.00	1,483.68 1	13655
	040420	fuel oil, lic fee, fuel tax	001-8050-330.0829	FUEL OIL - GARAGE	0.00	322.76 1	L3655
	040420	fuel oil, lic fee, fuel tax	002-8200-330.0829	FUEL OIL - GARAGE	0.00	160.51 1	L3655
	040420	fuel oil, lic fee, fuel tax	003-8330-330.0825	FUEL OIL	0.00	2,055.72 1	L3655
					0.00	12,840.70	
04030 DM	MS MACHINING &						
	43477	repair alum panel	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	206.25 1	13655
05069 EI	DWARD JONES						
PR01:164	4 PR-04/22/20	Payroll Transfer	001-2000-240.0006	ANNUITY PAYABLE	0.00	201.00 1	L3659
05059 F.N	NDYNE INC						
	328419	lab services	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	1,080.00 1	L3655
	328434	lab services	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	20.00 1	
					0.00	1,100.00	
05041 F.T	TERNITY MARKET	ring LLC					
	0343599	annual registration	001-5040-110.0152	WEB SITE VENDOR MAINT ALL	0.00	250.00 1	13655
06009 F	W WEBB CO						
				G11DD1 TEG		400 50	

001-8050-350.1065

SUPPLIES - STS

0.00

497.70 136560

66897359

caps

PO	Invoice	Invoice	Account	Account	PO	Invoice
Number	Number	Description	Number	Description	Amount	Amount Ch
06105 F	IRSTLIGHT FIB					45 56 404
	7007653	monthly service	001-5010-200.0214	TELEPHONE	0.00	15.56 136
	7007653	monthly service	001-5020-200.0214	TELEPHONE	0.00	61.86 136
	7007653	monthly service	001-5040-200.0214	TELEPHONE	0.00	358.86 136
	7007653	monthly service	001-5050-200.0214	TELEPHONE	0.00	123.43 136
	7007653	monthly service	001-5050-440.1240	COMPUTER EQUIP/SOFTWARE	0.00	236.39 136
	7007653	monthly service	001-5070-200.0214	TELEPHONE	0.00	140.45 136
	7007653	monthly service	001-6040-200.0214	PHONE /LANDLINE/INTERNET	0.00	158.83 136
	7007653	monthly service	001-6050-200.0214	TELEPHONE	0.00	102.29 136
	7007653	monthly service	001-6050-210.0310	COMPUTER ACCESS - PD	0.00	100.00 136
	7007653	monthly service	001-7020-200.0214	TELEPHONE	0.00	137.01 136
	7007653	monthly service	001-7030-200.0214	TELEPHONE	0.00	25.65 136
	7007653	monthly service	001-7050-200.0214	TELEPHONE	0.00	29.46 136
	7007653	monthly service	001-8020-200.0214	TELEPHONE	0.00	102.96 136
	7007653	monthly service	001-8030-200.0214	TELEPHONE	0.00	50.20 136
	7007653	monthly service	001-8050-200.0214	TELEPHONE	0.00	73.14 136
	7007653	monthly service	002-8200-200.0214	TELEPHONE	0.00	56.00 136
	7007653	monthly service	002-8220-200.0214	TELEPHONE	0.00	71.04 136
	7007653	monthly service	003-8300-200.0214	TELEPHONE	0.00	32.59 136
	7007653	monthly service	003-8330-200.0214	TELEPHONE	0.00	81.89 136
	7007653	monthly service	001-6043-350.1050	BLDG/GROUND SUPPLIES	0.00	19.46 136
	7007653	monthly service	001-7015-320.0730	POOL & BLD MAINT	0.00	23.40 136
	7007653	monthly service	001-7020-200.0217	IT	0.00	55.95 136
	7007653	monthly service	051-0280-360.1165	SEMP VCF TRUST PROJECTS	0.00	18.62 136
	7007653	monthly service	001-6055-200.0214	TELEPHONE LANDLINE	0.00	153.44 136
	7007653	monthly service	001-6055-210.0310	COMPUTER ACCESS - PD	0.00	150.00 136
	7007653	monthly service	001-8500-200.0214	TELEPHONE	0.00	47.22 136
					0.00	2,425.70
6012 F	ISHER SCIENTII 6748214		002-9320-320 0727	TAR MATNE	0.00	410 00 134
	6748214	solvent,alcohol.freight	003-8330-320.0737	LAB MAINT	0.00	410.09 136
6007 F	ORMULA FORD	laban	001 6050 200 0700	MANAGER MATMENTANCE	0.00	175 01 120
	233127	labor	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	175.91 136
7073 G	D MACHINES					
	424431	labor,piston	003-8330-320.0740	EQUIPMENT MAINT	0.00	223.75 136
7149 GI	REEN MOUNTAIN	POWER CORP				
	513442	pole rent	001-6060-200.0210	ELECTRICITY	0.00	8.00 136
7006 GI	REEN MT POWER	CORP				
	049710-0330	E Cobble Hill Rd water ps	002-8200-200.0205	ELECTRICITY-FIRE DISTRICT	0.00	303.32 136
	105860-0320	Nelson St prv	002-8200-200.0203	ELECTRICITY-NELSON PV	0.00	374.17 136
	149710-0320	Rt 302 prv	002-8200-200.0212	ELECTRICITY - RT 302 POLE	0.00	24.00 136
	579510-0320	Hill St/Washington St lig	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	119.11 136

Vendor						
PO	Invoice	Invoice	Account	Account	PO	Invoice
Number	Number	Description	Number	Description	Amount	Amount Check
	72080-0330	S Main St/Parkside Terr	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	108.50 136566
	89336-0320	Hope Cemetery office	001-8500-200.0221	ELECTRICITY-OFFICE	0.00	55.67 136566
	951210-0320	Hill St/Ayers St light	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	102.88 136566
					0.00	1,108.56
08001 н	ACH CO					
	11900494	nutrient solutions, freigh	003-8330-320.0737	LAB MAINT	0.00	281.07 136568
09021 I	RVING ENERGY					
	240173	propane	001-7030-330.0836	BOTTLED GAS	0.00	112.17 136569
	240680	propane	001-7030-330.0836	BOTTLED GAS	0.00	192.16 136569
	40586-0320	Main St lights	001-6060-200.0210	ELECTRICITY	0.00	449.27 136569
	647336	propane	002-8220-330.0836	BOTTLED GAS	0.00	1,158.90 136569
					0.00	1,912.50
10018 Ј	OHNSON CONTROL	LS FIRE PROTECTION L				
	41369638	labor-PSB fire alarm	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	2,414.63 136570
12049 L	CS CONTROLS IN	NC				
	13964	labor,freight	003-8330-320.0740	EQUIPMENT MAINT	0.00	498.00 136571
12009 L	OWELL MCLEODS	INC				
	S58690	washers	001-8050-320.0742	SNOW EQUIP MAINT	0.00	1.80 136572
	S58701	rods	001-8050-320.0742	SNOW EQUIP MAINT	0.00	15.40 136572 
					0.00	17.20
14091 N	EMRC					
	45415	support services-del w/s	001-5070-210.0312	OFFICE MACHINES MAINT	0.00	90.63 136573
	45415	support services-del w/s	002-8200-210.0312	OFFICE MACHINES MAINT	0.00	45.31 136573
	45415	support services-del w/s	003-8300-210.0312	OFFICE MACHINES	0.00	45.31 136573
	45446	support services-payroll	001-5050-440.1240	COMPUTER EQUIP/SOFTWARE	0.00	187.50 136573
	45450	support services-del tax	001-5070-210.0312	OFFICE MACHINES MAINT	0.00	62.50 136573
	45450	support services-del tax	002-8200-210.0312	OFFICE MACHINES MAINT	0.00	31.25 136573
	45450	support services-del tax	003-8300-210.0312	OFFICE MACHINES	0.00	31.25 136573
					0.00	493.75
14154 N	ORTH COUNTRY E	FEDERAL CREDIT UNION				
PR01:16	4 PR-04/22/20	Payroll Transfer	001-2000-240.0009	SAVINGS PAYABLE	0.00	75.00 136592
14081 N	ORTHERN TOYOTA	ALIFT				
	14074840	labor,van charge	001-7015-320.0720	CAR/TRUCK MAINT	0.00	234.50 136574
14121 N	ORTHFIELD AUTO	O SUPPLY				
	311098	oil filter,oil	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	25.64 136575
14089 N	ORTHFIELD SAVI	INGS BANK				
PR01:16	4 PR-04/22/20	Payroll Transfer	001-2000-240.0009	SAVINGS PAYABLE	0.00	1,236.39 136593

PO	Invoice	Invoice	Account	Account	PO	Invoice	
lumber	Number	Description	Number	Description	Amount	Amount	Check
PR01:16	4 PR-04/22/20	Payroll Transfer	001-2000-240.0013	HSA PAYABLE	0.00	438.69	136593
				<del></del> -	0.00	1,675.08	
14164 NG	OVUS MORRISON	SOLAR LLC					
	173	est monthly output	001-6043-200.0212	CITY HALL BM SOLAR PROJ	0.00	684.27	136576
	173	est monthly output	001-7020-200.0212	AUD BM SOLAR PROJECT	0.00	1,764.18	136576
	173	est monthly output	001-7030-200.0212	BOR BM SOLAR PROJECT	0.00	2,646.27	136576
	173	est monthly output	001-7035-200.0212	PSB BM SOLAR PROJECT	0.00	1,736.91	136576
	173	est monthly output	003-8330-200.0212	WWTP BM SOLAR PROJ	0.00	5,157.37	
					0.00	11,989.00	
15046 O	FFICE OF CHILD	SUPPORT					
PR01:16	4 PR-04/22/20	Payroll Transfer	001-2000-240.0009	SAVINGS PAYABLE	0.00	98.08	136594
15051 01	NE CREDIT UNIC	NO					
PR01:16	4 PR-04/22/20	Payroll Transfer	001-2000-240.0009	SAVINGS PAYABLE	0.00	1,353.48	136595
L5003 OI	RMSBY'S COMPUI	TER SYSTEMS INC					
	36483	support services	001-5040-110.0151	IT SUPPORT CONTRACT	0.00	112.50	136577
16077 PI	ERSHING LLC						
PR01:16	4 PR-04/22/20	Payroll Transfer	001-2000-240.0006	ANNUITY PAYABLE	0.00	205.00	136596
16121 P	ONTBRIAND JAME	ES					
	041720	reimb BCBS/Dental overage	001-2000-240.0008	HEALTH PAYABLE	0.00	53.03	136578
	041720	reimb BCBS/Dental overage	001-2000-240.0018	DENTAL PAYABLE	0.00		136578
					0.00	137.90	
16146 PG	OULIOT BROOKE						
	040220	phone stipend	001-6050-310.0616	PAGERS/CELL/AIR CARDS	0.00	50.00	<b>E</b> 5
16017 PI	RIMMER PIPER E	EGGLESTON & CRAMER P					
	041020	professional services	050-5830-380.1169	2020 \$1.7M BOND EXP LEGAL	0.00	700.00	136579
16051 PI	ROTZMAN TODD						
	040620	mileage	048-7101-320.0743	EXPENSES DVAW (BWSS)	0.00	32.20	136580
16102 PI	RUDENTIAL RETI	IREMENT					
PR01:16	4 PR-04/22/20	Payroll Transfer	001-2000-240.0006	ANNUITY PAYABLE	0.00	145.00	136597
17010 Q	UADIENT FINANC	CE USA INC					
_	040320	meter postage	001-5010-360.1163	POSTAGE FOR METER	0.00	2,000.00	136581
19160 SI	WISH WHITE RIV	<i>T</i> ER					
	W369552	spray bottles	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	11.00	136582
	**27022		000 0000 000 0707	DIDG C CDOUNDS WATNE	0 00		126500

BLDG & GROUNDS MAINT

0.00

464.10 136582

W370227

spray nine, soap dispenser 002-8220-320.0727

PO	Invoice	Invoice	Account	Account	PO	Invoice
Number	Number	Description	Number	Description	Amount	Amount Chec
					0.00	475.10
0002 T	IMES ARGUS AS	SSOC INC				
	0243A	advertise agenda 4/14	001-5010-230.0510	ADVERTISING/PRINTING	0.00	139.20 13658
	8163	advertise agenda 3/24	001-5010-230.0510	ADVERTISING/PRINTING	0.00	121.80 13658
	9600	advertise tax sale	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	80.90 13658
	9601	advertise tax sale	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	85.95 13658
	9602	advertise tax sale	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	89.74 13658
	9605	advertise tax sale	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	85.95 13658
	9606	advertise tax sale	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	87.22 13658
	9607	advertise tax sale	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	89.74 13658
	9627	advertise tax sale	001-5050-230.0510	ADVERTISING AND PRINTING	0.00	87.22 13658
	9648	advertise agenda 4/7	001-5010-230.0510	ADVERTISING/PRINTING	0.00	121.80 1365
					0.00	989.52
1002 ຫ	NIFIRST CORP					
	44752532	uniform rental	001-8050-320.0743	TRUCK MAINT - STS	0.00	27.00 1365
	44752532	uniform rental	001-8050-340.0940	CLOTHING	0.00	236.73 1365
	44752532	uniform rental	002-8200-340.0940	CLOTHING	0.00	86.74 1365
	44752532	uniform rental	003-8300-340.0940	CLOTHING	0.00	54.51 1365
	4475255	uniform rental	002-8200-340.0940	CLOTHING	0.00	30.24 1365
	4475255	uniform rental	003-8330-320.0740	EQUIPMENT MAINT	0.00	9.80 1365
	4475255	uniform rental	003-8330-340.0940	CLOTHING	0.00	66.58 1365
	4475256	uniform rental	002-8220-340.0940	CLOTHING	0.00	47.69 1365
	4475256	uniform rental	003-8330-340.0940	CLOTHING	0.00	23.93 1365
	4475261	uniform rental	001-7020-340.0940	CLOTHING	0.00	53.12 1365
	4475261	uniform rental	001-7030-340.0940	CLOTHING	0.00	45.74 1365
	4475261	uniform rental	001-6043-340.0940	CLOTHING	0.00	20.69 1365
	4475261	uniform rental	001-7015-340.0940	CLOTHING	0.00	10.33 1365
	4475261	uniform rental	001-8500-340.0940	CLOTHING	0.00	19.81 1365
					0.00	732.91
2100 V	ERMONT DEPT (	OF TAXES				
R01:16	4 PR-04/22/20	Payroll Transfer	001-2000-240.0002	STATE TAX PAYABLE	0.00	2,980.91 1365
3050 W	B MASON CO	INC				
	209520209	bleach	001-9130-370.1380	COVID-19 MATERIALS	0.00	22.58 1365

# City of Barre Accounts Payable Warrant/Invoice Report # 20-17

By check number for check acct 01(GENERAL FUND) and check dates 04/22/20 thru 04/22/20

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Vendor							
PO	Invoice	Invoice	Account	Account	PO	Invoice	
Number	Number	Description	Number	Description	Amount	Amount	Chec
			Report Total			86,292.56	
	To the T	reasurer of City of Ba	arre, We Hereby certify				
	that there	is due to the several	l persons whose names are				
	listed here	eon the sum against ea	ach name and that there				
	are good a	nd sufficient voucher:	s supporting the payments				
	aggregatin	g \$ ****86,292.56					
	Let this b	e your order for the p	payments of these amounts.				

# City of Barre Payroll Employee Tax Summary Report

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 0136	AH	EARN, WILLIA	м Е.								
1713.33	137.76	104.99	24.55	82.14	0.00	104.99	24.55	0.00	0.00	0.00	0.00
Employee: 0145		DSWORTH, JOS									
1660.18	145.64	99.98	23.38	41.61	0.00	99.98	23.38	0.00	0.00	0.00	0.00
Employee: 0155	AM	MARAL, ANTHON	Y C.								
89.08	0.00	5.52	1.29	0.00	0.00	5.52	1.29	0.00	0.00	0.00	0.00
Employee: 0417	ВА	RIL, JAMES A									
1286.25	130.32	72.25	16.90	39.02	0.00	72.25	16.90	0.00	0.00	0.00	0.00
Employee: 0570	BE	NJAMIN, KENN	ETH S.								
932.00	94.41	56.92	13.31	28.25	0.00	56.92	13.31	0.00	0.00	0.00	0.00
Employee: 0580	BE	NSON, NICHOL	AS J.								
1107.51	116.58	67.24	15.73	34.90	0.00	67.24	15.73	0.00	0.00	0.00	0.00
Employee: 0590	BE	RGERON, JEFF	REY R.								
1215.80	83.53	70.26	16.43	27.03	0.00	70.26	16.43	0.00	0.00	0.00	841.52
Employee: 1005	ВС	MBARDIER, TI	MOTHY J.								
1730.80	238.30	105.50	24.67	86.42	0.00	105.50	24.67	0.00	0.00	0.00	0.00
Employee: 1100	BF	RAMMAN, KATHR	YN H.								
386.40	23.88	23.96	5.60	8.13	0.00	23.96	5.60	0.00	0.00	0.00	0.00
Employee: 1097	BF	EAULT, BONNI	E J.								
946.86	100.30	57.67	13.49	30.02	0.00	57.67	13.49	0.00	0.00	0.00	0.00
Employee: 1130	BF	RENT, DOUGLAS	S.								
1634.80	217.68	99.08	23.17	65.23	0.00	99.08	23.17	0.00	0.00	0.00	0.00
Employee: 1390		ILLARD, DON A									
1066.81	140.66	66.14	15.47	43.22	0.00	66.14	15.47	0.00	0.00	0.00	0.00
Employee: 1397		ILLARD, JONAT									
1762.88	236.66	105.24	24.61	70.92	0.00	105.24	24.61	0.00	0.00	0.00	0.00
Employee: 1720		TIN, MATTHEW		05.04	0.00	65.07	15 41	0.00	0.00	0.00	0.00
1228.50	77.33	65.87	15.41	25.34	0.00	65.87	15.41	0.00	0.00	0.00	0.00
Employee: 1810 1182.72	94.80	IARBONNEAU, M		28.37	0.00	61.58	14.40	0.00	0.00	0.00	0.00
Employee: 1815		61.58 IASE, SHERRY	14.40	26.37	0.00	61.56	14.40	0.00	0.00	0.00	0.00
142.08	2.01	6.23	1.46	1.11	0.00	6.23	1.46	0.00	0.00	0.00	0.00
Employee: 1964		OPPING, NICHO			0.00	0.23	2.40	0.00	0.00	0.00	0.00
1259.58	121.88	69.70	16.30	36.49	0.00	69.70	16.30	0.00	0.00	0.00	0.00
Employee: 2015		RUGER, ERIC J									
1426.87	178.89	86.83	20.31	53.59	0.00	86.83	20.31	0.00	0.00	0.00	0.00
Employee: 2205		SHMAN, BRIAN									
1272.38	92.37	73.92	17.29	29.53	0.00	73.92	17.29	0.00	0.00	0.00	0.00
Employee: 2240	DA	WES, CAROLYN	s.								
1162.20	114.58	68.46	16.01	34.24	0.00	68.46	16.01	0.00	0.00	0.00	0.00
Employee: 2330	DE	GREENIA, CAT	HERINE I.								
1178.40	143.01	69.28	16.20	42.23	0.00	69.28	16.20	0.00	0.00	0.00	0.00
Employee: 2355	DE	XTER, DONNEL	A.								
1108.40	123.93	62.27	14.56	37.10	0.00	62.27	14.56	0.00	0.00	0.00	0.00
Employee: 2415	DC	NALD, LANCE	В.								
1050.06	116.85	63.62	14.88	34.98	0.00	63.62	14.88	0.00	0.00	0.00	0.00
Employee: 2445	DF	ROWN, JACOB D	٠.								
1294.92	165.44	78.09	18.26	49.56	0.00	78.09	18.26	0.00	0.00	0.00	0.00
Employee: 2570		HAIME, ROBER	T H.								
1340.50	144.22	78.94	18.46	43.13	0.00	78.94	18.46	0.00	0.00	0.00	0.00
Employee: 2580		RGIN, STEVEN									
1811.20	235.61	105.26	24.62	70.61	0.00	105.26	24.62	0.00	0.00	0.00	0.00

#### City of Barre Payroll Employee Tax Summary Report

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 2683	EA:	STMAN, LARRY									
1467.50	170.64	84.76	19.82	51.12	0.00	84.76	19.82	0.00	0.00	0.00	0.00
Employee: 2980		RNHAM, BRIAN									
1279.08	147.48	77.04	18.02	44.17	0.00	77.04	18.02	0.00	0.00	0.00	0.00
Employee: 3027	FL	EURY, JASON									
1518.58	182.46	85.36	19.96	54.66	0.00	85.36	19.96	0.00	0.00	0.00	0.00
Employee: 3275	FR	EY, JACOB D.									
1212.80	85.78	68.77	16.08	25.38	0.00	68.77	16.08	0.00	0.00	0.00	0.00
Employee: 3375	GA.	YLORD, AMOS	R.								
1087.30	115.89	66.92	15.65	34.69	0.00	66.92	15.65	0.00	0.00	0.00	0.00
Employee: 3560	GI	LBERT, DAVID	P.								
950.80	97.50	57.85	13.53	29.18	0.00	57.85	13.53	0.00	0.00	0.00	0.00
Employee: 4015	HA	STINGS, CLAR	RK H., III								
785.30	73.24	46.83	10.95	21.94	0.00	46.83	10.95	0.00	0.00	0.00	0.00
Employee: 4017	HA	YDEN, AMY L.									
1100.80	99.36	62.34	14.58	29.74	0.00	62.34	14.58	0.00	0.00	0.00	0.00
Employee: 4025	HA	YNES, WILLIA	AM D.								
1279.23	126.18	71.04	16.61	37.78	0.00	71.04	16.61	0.00	0.00	0.00	0.00
Employee: 4100	HE	DIN, LAURA T	۲.								
1156.00	109.73	68.42	16.00	32.78	0.00	68.42	16.00	0.00	0.00	0.00	0.00
Employee: 4230	HO	ULE, JONATHA	AN S.								
1262.00	148.07	77.10	18.03	44.35	0.00	77.10	18.03	0.00	0.00	0.00	0.00
Employee: 4250	HO	WARTH, ROBER	RT C.								
1275.96	43.12	69.01	16.14	15.66	0.00	69.01	16.14	0.00	0.00	0.00	0.00
Employee: 4260		YT, EVERETT	J.								
1077.16	78.16	61.92	14.48	35.57	0.00	61.92	14.48	0.00	0.00	0.00	0.00
Employee: 4745		LLY, JOSEPH									
986.00	32.05	52.57	12.29	12.27	0.00	52.57	12.29	0.00	0.00	0.00	0.00
Employee: 4770		RKPATRICK, T		40.05							
1687.68	171.50	98.55	23.05	48.25	0.00	98.55	23.05	0.00	0.00	0.00	0.00
Employee: 4903		NE, ZEBULYN		21 61	0.00	60.00	14.00	0.00	0.00	0.00	0.00
980.40 Employee: 4906	105.61	60.23	14.09	31.61	0.00	60.23	14.09	0.00	0.00	0.00	0.00
976.80	76.15	NGEVIN, RAYM 60.56	14.16	31.98	0.00	60.56	14.16	0.00	0.00	0.00	0.00
Employee: 4985		WIS, BRITTAN		31.96	0.00	00.50	14.10	0.00	0.00	0.00	0.00
1210.94	107.60	74.59	17.44	33.12	0.00	74.59	17.44	0.00	0.00	0.00	0.00
Employee: 5010		WE, ROBERT I		33.11	0.00			0.00	0.00	0.00	0.00
1816.32	184.89	104.51	24.44	54.92	0.00	104.51	24.44	0.00	0.00	0.00	0.00
Employee: 5048		CKENZIE, STE									
1982.50	207.54	117.56	27.49	84.39	0.00	117.56	27.49	0.00	0.00	0.00	0.00
Employee: 5085		LONEY, JASON									
1111.60	91.24	65.25	15.26	29.22	0.00	65.25	15.26	0.00	0.00	0.00	0.00
Employee: 5290	MA:	RTEL, JOELL	J.								
1470.44	151.69	86.80	20.30	45.37	0.00	86.80	20.30	0.00	0.00	0.00	0.00
Employee: 5425	MC	GOWAN, JAMES	R.								
1086.40	157.88	64.66	15.12	32.29	0.00	64.66	15.12	0.00	0.00	0.00	0.00
Employee: 5270	MCI	NALLY, DONNA	A C.								
972.40	105.81	57.17	13.37	31.67	0.00	57.17	13.37	0.00	0.00	0.00	0.00
Employee: 5600	MIC	CHELI, STEVE	EN N.								
1468.80	113.60	87.06	20.36	40.40	0.00	87.06	20.36	0.00	0.00	0.00	0.00
Employee: 5701	MI	LLER, ROBERT	W.								
2081.18	232.93	123.70	28.93	73.50	0.00	123.70	28.93	0.00	0.00	0.00	0.00

#### City of Barre Payroll Employee Tax Summary Report

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 5725	MC	NAHAN, DAWN	м.								
1502.00	126.04	88.00	20.58	38.93	0.00	88.00	20.58	0.00	0.00	0.00	0.00
Employee: 5768		ORRISON, CAMD		33.33	0.00	00.00	20.00	0.00	0.00	0.00	0.00
784.14	69.99	47.64	11.14	21.04	0.00	47.64	11.14	0.00	0.00	0.00	0.00
Employee: 5880		JRPHY, BRIEAN	NA E.								
1194.94	137.14	73.59	17.21	41.07	0.00	73.59	17.21	0.00	0.00	0.00	0.00
Employee: 5930	NC	RWAY, JOANNE	P.								
221.00	11.16	12.15	2.84	4.17	0.00	12.15	2.84	0.00	0.00	0.00	0.00
Employee: 5940	NY	KIEL, BRYAN	T.								
1038.80	73.29	64.41	15.06	24.17	0.00	64.41	15.06	0.00	0.00	0.00	0.00
Employee: 6040	PA	ARSHLEY, TONI	A C.								
1068.80	88.33	58.92	13.78	26.31	0.00	58.92	13.78	0.00	0.00	0.00	0.00
Employee: 6088	PI	ERCE, JOEL M	1.								
1213.20	85.70	70.10	16.39	27.67	0.00	70.10	16.39	0.00	0.00	0.00	0.00
Employee: 6377	PC	OIRIER, HOLDE	NR.								
825.84	71.60	48.74	11.40	21.48	0.00	48.74	11.40	0.00	0.00	0.00	0.00
Employee: 6385	PC	ONTBRIAND, JA	MES D.								
1508.64	183.16	88.55	20.71	54.87	0.00	88.55	20.71	0.00	0.00	0.00	0.00
Employee: 6395		OULIOT, BROOK									
824.00	58.75	51.09	11.95	20.15	0.00	51.09	11.95	0.00	0.00	0.00	0.00
Employee: 6416		ROTZMAN, TODD									
575.00	46.51	35.65	8.34	14.45	0.00	35.65	8.34	0.00	0.00	0.00	0.00
Employee: 6415		RUITT, BRITTA		12.02	0.00	CE 07	15 00	0.00	0.00	0.00	0.00
1188.90 Employee: 6440	36.81	65.07 JARANTA, STEP	15.22	13.83	0.00	65.07	15.22	0.00	0.00	0.00	0.00
1243.00	180.36	71.13	16.64	48.54	0.00	71.13	16.64	0.00	0.00	0.00	0.00
Employee: 6600		ALE, MICHAEL		40.54	0.00	71.13	10.04	0.00	0.00	0.00	0.00
975.20	95.51	60.46	14.14	28.58	0.00	60.46	14.14	0.00	0.00	0.00	0.00
Employee: 6640		VARD, SYLVIE									
340.57	25.61	20.81	4.87	8.64	0.00	20.81	4.87	0.00	0.00	0.00	0.00
Employee: 6689	RC	CHFORD, ZACH	ARY J.								
992.41	77.93	61.53	14.39	25.50	0.00	61.53	14.39	0.00	0.00	0.00	0.00
Employee: 6818	RC	OULEAU, JOSEP	н Ј.								
1349.80	112.60	77.80	18.20	33.20	0.00	77.80	18.20	0.00	0.00	0.00	0.00
Employee: 6870	RU	BALCABA, DAV	ID T.								
1371.93	169.59	83.86	19.61	50.80	0.00	83.86	19.61	0.00	0.00	0.00	0.00
Employee: 6874	RY	AN, PATTY L.									
192.48	21.94	11.93	2.79	6.43	0.00	11.93	2.79	0.00	0.00	0.00	0.00
Employee: 7049	sc	CHAUER, RUSSE	LL A.								
1122.80	48.62	65.75	15.38	17.22	0.00	65.75	15.38	0.00	0.00	0.00	0.00
Employee: 7100	SE	EAVER, DEBBIE	L.								
921.60	130.29	54.20	12.68	43.51	0.00	54.20	12.68	0.00	0.00	0.00	0.00
Employee: 7190		IATNEY, JANET									
1131.10	74.49	65.32	15.28	24.51	0.00	65.32	15.28	0.00	0.00	0.00	0.00
Employee: 7200		IAW, BENJAMIN		26.12	0.00	60. 10	1.0.00	0.00	0.00	0.00	0.00
1114.26	120.85	68.49	16.02	36.18	0.00	68.49	16.02	0.00	0.00	0.00	0.00
Employee: 7220 1790.56	130.05	ERIDAN, GARY 109.37	25.58	39.63	0.00	100 27	25.58	0.00	0.00	0.00	0.00
1790.56 Employee: 7312		109.37 MITH, CLINT P		33.03	0.00	109.37	23.38	0.00	0.00	0.00	0.00
966.00	89.89	57.81	13.52	26.83	0.00	57.81	13.52	0.00	0.00	0.00	0.00
Employee: 7314		OUTHWORTH, NO		20.03	0.00	37.31	13.32	3.00	3.00	3.00	0.00
998.81	110.56	61.68	14.42	33.09	0.00	61.68	14.42	0.00	0.00	0.00	0.00
			· <b></b>				· <b></b>	• •	• •	• •	

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 7	'330 si	rachan, roe	BBIE B.								
222.32	10.00	12.55	2.93	0.00	0.00	12.55	2.93	0.00	0.00	0.00	0.00
Employee: 7	/334 si	TRASSBERGER,	KIRK E.								
728.28	38.82	42.80	10.01	14.58	0.00	42.80	10.01	0.00	0.00	0.00	0.00
Employee: 7	7465 TZ	AFT, FRANCIS	8 R.								
1286.00	149.18	77.56	18.14	44.68	0.00	77.56	18.14	0.00	0.00	0.00	0.00
Employee: 7	7520 T	ILLINGHAST,	ZACHARY M.								
1314.50	144.34	76.38	17.86	43.23	0.00	76.38	17.86	0.00	0.00	0.00	0.00
Employee: 7	7600 TU	JCKER, RANDA	ALL L.								
1339.80	126.76	76.71	17.94	37.89	0.00	76.71	17.94	0.00	0.00	0.00	0.00
Employee: 7	7610 TU	JCKER, RUSSE	ELL W.								
1102.00	116.42	61.18	14.31	34.85	0.00	61.18	14.31	0.00	0.00	0.00	0.00
Employee: 7	7843 WZ	ALLANT, DAVI	ID R.								
921.60	86.69	57.14	13.36	25.70	0.00	57.14	13.36	0.00	0.00	0.00	0.00
97644.76	9541.72	5753.74	1345.60	2980.91	0.00	5753.74	1345.60	0.00	0.00	0.00	841.52



# City of Barre, Vermont

### "Granite Center of the World"

Carolyn S. Dawes City Clerk/Treasurer 6 N. Main St., Suite 6 P. O. Box 418 Barre VT 05641 Telephone (802) 476-0242 FAX (802) 476-0264 cdawes@barrecity.org

To: Manager Mackenzie, Planning Director Janet Shatney,

Assessor Joe LeVesque, Assessing Clerk Kathryn Bramman

From: Carol Dawes, clerk/treasurer

Date: April 9, 2020

Re: Grand list/tax billing schedule for FY21

In this time of COVID-19, there have been a number of adjustments made by the Vermont Legislature, Department of Taxes/Property Valuation & Review Division. These adjustments impact standard timelines for annual filing of the grand list and issuing property tax bills.

In light of the City's usual calendar, charter language re. collection dates, and cash flow needs, I recommend we make the adjustments identified below:

Item	Usual date (per statute and city calendar)	Revised date (per legislature/Dept. of Taxes/PVR	Recommendations
Make adjustments to working grand list – ongoing	Up to June 24 (Barre City usually late May)	Up to August 15	Up to date abstract is lodged
Lodge abstract grand list	Up to June 24 (Barre City usually late May)	Up to August 15	By July 17 (Friday)
Send out change of assessment letters	Up to June 24 (Barre City usually late May)	Up to August 15	By July 20 to begin grievance hearings on August 3.
Hold grievance hearings	Two weeks following date change letters mailed (BC usually mid-June)	Two weeks following date change letters mailed	Begin approximately August 3. Must be done and responses mailed by August 7
Send out grievance responses	As soon as possible after grievance hearings (BC usually late June)	As soon as possible after grievance hearings	By August 7
Lodge final grand list – post grievances (used to calculate tax rate)	August 15 (BC usually 1st week of July)	Up to September 15	By August 7
Receive education tax rates from state	By July 1	By July 1	By July 1
Receive homestead declarations and property tax rebates from the state	By July 1	By August 1	August 1

Set municipal tax rate	As soon as grand list is lodged (BC usually first week of July)	As soon as grand list is lodged	By August 7 (after grand list is lodged)
Send out property tax bills	One week after municipal tax rate set (allowing time for printing)(BC usually by July 15)	One week after municipal tax rate set (allowing time for printing)	By August 14 (Friday)
1 <sup>st</sup> tax installment due	August 15	30 days after bills mailed	September 15
Send grand list and municipal tax rate(s) to PVR	August 15	September 15	September 15
Hold BCA appeal hearings	Thru September – October	Thru September - October	Begin by August 21, continue thru September - October
Additional adjustments allowed through E&O	Through December 31	Through December 31	Thru December 31

The proposed recommended date adjustments would mean:

- Lodging the grand list 3+ weeks later than usual.
- Mailing tax bills 1 month later than usual.
- First tax payment installment date 1 month later than usual.

#### The Barre City charter says: Sec. 601. Payment of taxes.

(a) Taxes on real and personal property shall be paid in four (4) equal payments, with one-fourth of the annual tax bill for each taxpayer due and payable on August 15, November 15, February 15, and May 15 of each year to the City Treasurer, unless otherwise changed by the City Council. (Amend. of 9/13/88) (Amend of 5/8/12)

While the tax bill due dates are laid out in charter, the Council has the authority to change as they see fit.

Extending the timeline for lodging the grand list and mailing out tax bills accomplishes the following:

- 1. Gives the Assessor and Assessing Office more time to gather information for adjustments to property assessments based on building permits and property sales. With a moratorium on inspections, other methods must be deployed. Grievance hearings would be adjusted accordingly.
- 2. Waiting until the state can send a more complete homestead/rebate file will avoid sending numerous corrected bills, which would create confusion for taxpayers and escrow companies, and add to costs associated with printing and mailing. In a typical year we send out 100 +/- revised bills as we receive updated homestead declaration and rebate files from the state.
- 3. Pushing the first due date out a month may require the City to tap into its Tax Anticipation Note, thereby accruing additional interest charges for a brief period of time.

# BARRE CITY BOARD OF ABATEMENT WARNING

The Barre City Board of Abatement will meet on the following date to conduct the business as listed. In compliance with Governor Scott's Stay Home Stay Safe order and the emergency open meeting law changes included in Act 92, signed by the Governor on March 30, 2020, this meeting will be held using "Go-To-Meeting" software. Meetings are open to the public via this software using a computer or phone.

Link: https://global.gotomeeting.com/join/468890517 Access Code: 468-890-517

Call in Number: +1(646)749-3112

#### TUESDAY, APRIL 21, 2020 AT 7:15 PM AGENDA

- 1. Abatement request hearing
  - Ratification of Council actions from March 24, 2020 and April 14, 2020 to abate late fees and interest charges for delinquent property taxes and water/sewer charges from March 15, 2020 through June 30, 2020, due to COVID-19 pandemic.
- 3. Any Other Important Items for Board of Abatement.
- 5. Adjourn Board of Abatement Meeting.

CAROLYN S. DAWES, CITY CLERK

# City of Barre, Vermont 6 N. Main Street, Barre, VT 05641

The Local Emergency Management Plan (LEMP) must be (re)adopted annually, after Town Meeting Day, and submitted to the appropriate Regional Planning Commission (RPC) by May 1st.

At a warned public meeting (regular selectboard/city council meeting), the municipality adopted

the Local Emergency Management Plan (LEMP) on the date shown at right.

At a warned public meeting (regular selectboard/city council meeting), the municipality adopted the National Incident Management System (NIMS) on the date shown at right.

If Vermont Emergency Management needs to contact municipal leaders to determine status and support requirements during an emergency, the Emergency Management Director (EMD) and two other local Points Of Contact (POCs) who should have authoritative local information are listed at right.

Mark this block if a readopted plan has no changes since the previous year.

Municipality	City of Barre, VT
LEMP Adoption Date	April 21, 2020
NIMS Adoption Date	October 2004; April 24, 2018
EMD Name	Douglas S. Brent
Position	Fire Chief , EMD
Primary Phone	
Alternate Phone	(802) 476-6613
Email	firechief@barrecity.org
POC 2 Name	Joseph Aldsworth
Position	Deputy Fire Chief
Primary Phone	
Alternate Phone	(802) 476-0255
Email	Joseph.aldsworth@vermont.gov
POC 3 Name	Steven E. Mackenzie, P.E.
Position	City Manager
Primary Phone	
Alternate Phone	(802) 476-0240
Email	manager@barrecity.org

I hereby certify that the LEMP meets Vermont National Incident Management System (NIMS) requirements and current LEMP Implementation Guidance as on page 2:				
Signed*				
-	Douglas S. Brent, Fire Chief  Printed Name: certifying individual must have taken, at a minimum, ICS402 or ICS100/IS-100 training			
!	Printed Name; certifying individual must have taken, at a minimum, ICS402 or ICS100/IS-100 training			

I hereby a	ttest that the municipality has adopted NIMS and the LEMP as stated above:
Signed* _	_
	Honorable Lucas J. Herring, Mayor
	Printed Name

Once completed, send adoption form (2 pages) and copy of Local Emergency Management Plan to Regional Planning Commission.

#### LEMP Required Elements

	Municipal Adoption	
$\boxtimes$	Municipal Adoption Form	
	Municipal adoption of National Incident Management System (NIMS)	$\boxtimes$
	Contact information for local authorities during an emergency	$\boxtimes$
	Certification that LEMP meets Vermont NIMS / Implementation Guidance	$\boxtimes$
	LEMP adoption by local selectboard / city council (annual)	$\boxtimes$
	LEMP Required Elements	Page
$\boxtimes$	Planners	
	List of people who wrote / maintain the LEMP	1
$\boxtimes$	Municipal Emergency Operations Center (EOC)	
	Activation authority	1
	EOC staff positions and duties (minimum 1)	1
	List of potential EOC staff members (minimum 1)	1
	Facility information for potential EOC locations (minimum 1)	1
$\boxtimes$	Resources	
	Emergency purchasing agent and spending limits (if any)	2
	List of municipal contracts that can be used during an emergency (if any)	2
	List of other local resources that could be used during an emergency (if any)	2
	National Incident Management System (NIMS) Typed Resource List	3
$\boxtimes$	Public Information and Warning	
	VT-Alert contact information	4
	Local website / social media information (if any)	4
	List of local media outlets (if any)	4
	Public notice sites for non-phone/Internet information	4
	Vermont 2-1-1 contact information	4
$\boxtimes$	Vulnerable Populations	1.5
	List of organizations/facilities that serve local vulnerable populations	4, 5
	Identification and monitoring process	4, 5
$\boxtimes$	Shelters	
	Spontaneous and regional shelter information	6
	Opening information for local shelters (if any)	6
	Service information for local shelters (if any)  Contact Information	6
$\boxtimes$		7.0
	Emergency Management personnel	7, 8
	Response organizations	7, 8
	Municipal officials / public works	7, 8
	State, region, and adjacent municipality contacts	7, 8

Municipality:City of Barre, VT	Date Updated:
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### **Local Emergency Management Plan**

#### 1. Emergency Management (EM) planners

These are the people who wrote and/or maintain this plan.		
Douglas Brent, City Fire Chief	Jeff Bergeron, Buildings and Facilities Director	
Janet Shatney, Planning Director	Tim Bombardier, Police Chief	
Bill Ahearn, Public Works Director	Joseph Aldsworth, Deputy Fire Chief	
Carol Dawes, City Clerk & Treasurer	Dawn Monahan, City Finance Director	
Larry Eastman, Deputy Police Chief	Rikk Taft, Human Resources Director, IT Manager	
Steve Mackenzie, City Manager		

#### 2. Municipal Emergency Operations Center (EOC)

The EOC is an organization that coordinates information, support, and response across the municipality for Incident Commanders and town officials. Its main functions are to maintain situational awareness for municipal leaders, coordinate resource and information requests, and provide public information.

information.						
Who, by position, can activate the EOC? Douglas Brent, Fire Chief						
	Preferred EOC Positions and Duties					
EMD	Supervises and directs all EOC activities coordinating municipal support and response; interacts with state EPC to coordinate City and Staff resources as needed					
EMD	Delegate functional work assignments to City Dept. Heads based on nature of disaster					
EMD	Calls all City Dept. Heads to the command post					
Deputy Fire Chief;	Staffs phones and radio; Tracks and answers any Requests For					
Police Chief; Deputy	Information (RFI); Tracks and coordinates any Requests For Support					
Police Chief; Facilities;	(RFS); Produces and posts public information and press releases					
DPW; Finance office; City Administration						
City Administration	Potential EOC Staff Members					
Steven E. Mackenzie	City Manager					
Joseph Aldsworth	Deputy Fire Chief, EOC					
Tim Bombardier						
Larry Eastman						
Jeff Bergeron						
Rikk Taft	Human Resources Director; IT Manager					
Bill Ahearn City Dept. of Public Works Director						
Carol Dawes	City Clerk and Treasurer					
Dawn Monahan	City Finance Director					
Janet Shatney	City Planning & Zoning Director					
CVMC/VTDOH	Medical Advisors					
	Primary EOC Location					
Facility / Address:	Barre City Public Safety Building, 15 Fourth Street, Barre					
Phone Numbers:	(802) 476-6613					
Equipment/Notes:	Command Center equipped					
Alternate EOC Location						
Facility / Address:	Alumni Hall, 20 Auditorium Hill, Barre, VT					
Phone Numbers:	(802) 476-0256;					
Equipment/Notes:	Generator on site					

#### 3. Resources

Use municipal resources, mutua	l aid agreements, and local sponse as needed and avai	purchases first to lable.
Purchasing agents for emergencies:		All City Department Heads
Emergency spending limits:	ty Manager and/or	
	Standing Municipal Contra	cts
Type of Contract	Name	Contact Info
Fuel Oil	Dead River	(207) 358-5762
Propane	Irving Oil	(603) 559-8834
HVAC	ARC Mechanical	(802) 222-9255
	r Local Resources	Octobleto
Type of Resources/Skills	Name	Contact Info
Utilize a City Vendor Resource List		
State current that is usually at no cost to the		

State support that is usually at no cost to the municipality:

- Vermont Hazardous Material (HAZMAT) Response Team (VHMRT)
- Vermont Urban Search and Rescue (USAR, VT-TF1)
- Vermont State Police and Special Teams
- Community Emergency Response Teams (CERTs)
- Swiftwater Rescue Teams
- Regional Shelter Support
- State government agency expertise / services
- Federal response agency expertise

State support the municipality will normally eventually have to pay for:

- Supplies and equipment (including sandbags)
- VTrans Equipment and Personnel
- Vermont National Guard Support

The State Emergency Operations Center (SEOC, 800-347-0488) will help coordinate any state support teams or other external resources that local responders may need.

National Inc	ider	nt M	ana	gem	ent S	System (NIMS) Typed Res	sou	rces	*		
Туре	ı	II	Ш	IV	Other	Туре	1	II	III	IV	Othe
Critical Incident Stress Management				N/A	1	Hydraulic Excavator, Large Mass				N/A	
Team  Mobile Communications Center			1			Excavation Hydraulic Excavator, Medium Mass Excavation				1	
Mobile Communications Unit			N/A	N/A		Hydraulic Excavator, Compact					
All-Terrain Vehicles	N/A	N/A	N/A	N/A		Road Sweeper		1			
Marine Vessels	N/A	N/A	N/A	N/A		Snow Blower, Loader Mounted		2			
Snowmobile	N/A	N/A	N/A	N/A		Track Dozer					
Public Safety Dive Team						Track Loader					
SWAT/Tactical Team						Trailer, Equipment Tag-Trailer		1		N/A	
Firefighting Brush Patrol Engine	N/A	N/A	N/A			Trailer, Dump		N/A	N/A	N/A	
Fire Engine (Pumper)	3					Trailer, Small Equipment		2	N/A	N/A	
Firefighting Crew Transport				N/A		Truck, On-Road Dump		2			
Aerial Fire Truck	1		N/A	N/A		Truck, Plow			7	3	
Foam Tender			N/A	N/A		Truck, Sewer Flusher	1				
Hand Crew						Truck, Tractor Trailer				N/A	
HAZMAT Entry Team				N/A		Water Pumps, De-Watering					2
Engine Strike Team						Water Pumps, Drinking Water Supply - Auxiliary Pump					
Water Tender (Tanker)				N/A		Water Pumps, Water Distribution					
Fire Boat				N/A		Water Pumps, Wastewater					
Aerial Lift - Articulating Boom		1				Water Truck		N/A	N/A	N/A	
Aerial Lift - Self Propelled, Scissor, Rough Terrain						Wheel Dozer			N/A	N/A	
Aerial Lift - Telescopic Boom						Wheel Loader Backhoe		1			
Aerial Lift - Truck Mounted			1			Wheel Loader, Large					
Air Compressor		2				Wheel Loader, Medium			2	1	
Concrete Cutter/Multi-Processor for Hydraulic Excavator						Wheel Loader, Small				N/A	
Electronic Boards, Arrow						Wheel Loader, Skid Steer			3	N/A	
Electronic Boards, Variable Message Signs						Wheel Loader, Telescopic Handler					
Floodlights	2			N/A		Wood Chipper		N/A	N/A	N/A	
Generator						Wood Tub Grinder					
Grader				N/A				1			

<sup>\*</sup>Information about the NIMS Typed resources can be found at: <a href="https://rtlt.preptoolkit.fema.gov">https://rtlt.preptoolkit.fema.gov</a>

#### 4. Public Information and Warning

During a significant emergency, the Emergency Operations Center (EOC) and incident Command Posts						
	manage public information, both by producing accurate, timely reports and by					
tracking what is publicly re	cking what is publicly reported to minimize confusion and help ensure a positive public response.					
VT-Alert message -	State: Other VT-					
State: Other VT-						
Alert managers:	VTAlert					
Important Local	Municipal Website: www.barrecity.org					
Websites / Social	Facebook: www.facebook.com/BarreCityVT					
Media channels: Front Porch Forum: barrecity@frontporchforum.com						
Local Newspaper,	Regional Newspapers: Times Argus, The World, Burlington Free					
Radio, TV:	Press					
	Local Radio Stations: WORK, WFFY, WSKI, WDEV					
	Television Stations" WCAX, WPTZ, WNNE, WVNY					
	Ability to distribute on DPS.LOCALMEDIANORTH@vermont.gov					
Public Notice	City Hall – 3 bulletin boards (Accounting, Assessing office, and City Hall lobby)					

During a significant emergency, the Emergency Operations Center (FOC) and Incident Command Posts

Vermont 2-1-1 is a United Ways of Vermont system that provides 24x7x365 information and referral services in cooperation with a large number of state and local government and community based entities. 2-1-1 collects and maintains a database of local resource information and is available to take calls from the general public to inform and instruct them in relation to emergency events, and to refer them to the appropriate response and recovery resource, if necessary.

Digital Sign messaging board on N. Main Street

appropriate response and	recevery recourse, in ricoeseary:
To provide information for 2-1-1	Dial 211 or (802) 652-4636

Aldrich Public Library

**Public Safety Building** 

#### 5. Vulnerable Populations

locations:

If necessary, the EOC may contact organizations and facilities, below, that serve vulnerable populations to identify residents who are at risk based on the emergency. If there are residents at risk or in danger, the EOC should monitor their status and if required coordinate support for them until their situation stabilizes.

Name / Notes	Contact Info
CARE (Citizen Assistance Registration for Emergencies)	(Supporting PSAP)
Spaulding High School	(802) 476-4811 Principal
Barre City Elementary and Middle School	(802) 476-6541 Principal
Central Vermont Catholic School	(802) 476-5015 Principal
Capstone Learning Together @ Brook Street	(802) 477-5203 Supervisor on Duty
Barre City Preschool Programs	(802) 479-4530 Supervisor on Duty
St. Monica Preschool	(802) 476-0561 Supervisor on Duty
Registered Home Daycares (as of March 3, 2020)	See attached list
Senior and Elderly Care Homes and Day Use Programs	See attached list
Barre Housing Authority	(802) 476-5455
Downstreet Housing	(802) 476-4493

#### **Registered Home Daycares in Barre City:**

Jennifer Bassett	Christine Savard	Linda Otis	Pearl Harriman
7 Stowe Street	7 Burns Street	31 Palmisano Plaza	51 Elmwood Avenue
(802) 522-3997	(802) 479-0382	(802) 476-7154	(802) 479-2106
Janelle Anderson	Janelle Brennan	Amber-Mae Fleury	Heather Silk
80 Currier Street	89 Country Way	90 Seminary Street	5 Beech Street
(802) 476-8702	(802) 522-6982	(802) 522-8718	(802) 839-6287
Amber Charbonneau	Ashley Durgin	Pamela Deniz	Alexandria Whitcomb
15 Cassie Street	7 Valliere Avenue	3 Harold Street	45 Bassett Street
(802) 249-3249	(802) 461-9912	(802) 249-7432	(802) 917-1828
Yvonne Trepanier 7 Palmisano Plaza (802) 476-0574	Tina Priddy 16 Maplewood Avenue (802) 479-7278	Jacqueline Davis 257 Washington Street (802) 473-2335	

#### **Licensed Children Providers in Barre City**:

Capstone Learning Together Center @ Brook Street 45 Brook Street (802)477-5203	Barre City Preschool Programs 50 Parkside Terrace Barre City Elementary and Middle School (802)476-6541	Jack's Place 14 Nichols Street (802) 479-7144
St. Monica - St. Michael School 79 Summer Street (802)476-5015	Play, Learn, Grow 17 E. Parkside Terrace (802) 661-8228	

#### Senior and Elderly Care Homes and Day Use Programs:

- ➤ Barre Area Senior Center, 131 S. Main Street, Suite 4; (802) 479-9512
- Project Independence, 81 N. Main Street, Suite 1; (802) 476-3630
- Fortier's Community Care Home, 127 Bailey Street, (802) 479-1867
- > Averill Place Care Home, 24 Averill Street, (802) 622-8122
- > Arioli Community Care Home (WCMHS), 15 Arioli Avenue, (802) 479-1439
- ➤ Hill Street (Assisted Living Facility WCMHS), 201 Hill Street, (802) 479-1477
- > Barre Gardens for Nursing and Rehabilitation, 378 Prospect Street, (802) 476-4166
- Lincoln House (Assisted Living Facility Granite City Housing, Inc., 120 Hill Street, (802) 476-3283
- Roadhouse (Assisted Living Facility WCMHS), 5 Giudici Street, (802) 479-0534
- ➤ Home Intervention, 13 Kynoch Avenue, (802) 479-1339
- WCMHS Group Home, 285 S. Main Street, (802) 476-1480

#### 6. Shelters

During some emergencies, the EOC will monitor or coordinate support for residents who are displaced due to property or infrastructure damage.

#### Spontaneous Sheltering

- Determine the approximate number of people who need sheltering
- Call the State EOC / Watch Officer at 800-347-0488 and request support
- Track the status of residents who need shelter until their situation stabilizes

Regional Shelter			
Location / Address:	Barre City Auditorium, 20 Auditorium Hill, Barre, VT		
Opening Contact:	State EOC, 800-347-0488; American Red Cross, 802-660-9130		
Phone Numbers:	Local number: (802) 476-0256;		
	Primary Local Shelter		
Location / Address:	Barre City Auditorium, 20 Auditorium Hill, Barre, VT		
Facility Contact(s):	Jeff Bergeron, Facilities Director		
Phone Numbers:	Office: (802) 476-0256 Cell:		
Shelter Manager:	American Red Cross		
Staff Requirements:	American Red Cross supplies staff		
Services:	Warm/Cool: Overnight Food Prep Showers Healthcare:		
	52 bed med-surge capacity with addt'l 125 bed identified		
Notes:	Warm capacity = 267		
	Cool capacity = 50		
	Capacity: 267 Beds Generator? Y / N Pets Allowed? Y / N		
	Alternate Local Shelter		
Location / Address:	Barre City Elementary & Middle School, 50 Parkside Terrace, Barre, VT		
Facility Contact(s):	Jamie Evans, Facilities Director		
Phone Numbers:			
Shelter Manager:	American Red Cross		
Staff Requirements:	American Red Cross supplies staff		
Services:	Warm/Cool Overnight Food Prep Showers Healthcare		
Notes:	Capacity: <b>Gymnasium = 828 people</b> ; <b>Cafeteria = 500 people</b> Generator? <b>Y</b> / <b>N</b> Pets Allowed? <b>Y</b> / <b>N</b>		

#### Annexes (Optional, create and letter as needed)

• •	•
A: High Hazards and Vulnerable Sites List	I: Community Care, Assisted Living &
	Nursing Homes Map
B: Barre City Limits Map	J: Places of Concern Map
C: Barre City Floodplain Map	K: Mapped Rivers and Streams Map
D: Local Emergency Shelters Map	L: Tier II Facilities Locations from 2018
	Reporting
E: School Locations Map	M: Animal Resources
F: Mass Feeding Locations Map	N: NIMS Executive Order
G: Housing Complex Map (>9 units)	O: NIMS Adoption
H Government Buildings Location Map	P: Delegation of Authority

See the Vermont Emergency Management (VEM) web site at http://vem.vermont.gov for samples and examples of annexes, such as: forms; delegations of authority; debris plans; incident-specific plans, checklists, and matrices; animal disaster references; etc.

#### **Contact Information**

Position Name		Phone numbers - indicate Mobile, Home, Work		E-mail
	Numo	Primary	Alternate	
Local Emergency Ma	nagement Team		-	
EMD	Doug Brent		(802) 476-6613	Firechief@barrecity.org
EM Coordinator	Doug Brent		(802) 476-6613	Firechief@barrecity.org
Local Response Org	anization Contacts	<b>3</b>		
Fire Chief	Doug Brent		(802) 476-0254	Firechief@barrecity.org
Deputy Fire Chief	Joseph Aldsworth		(802) 476-0255	Joseph.aldsworth@vermont.gov
EMS Chief	Doug Brent		(802) 476-0254	Firechief@barrecity.org
Chief of Police	Tim Bombardier		(802) 476-6613	Tim.Bombardier@vermont.gov
Deputy Police Chief	Larry Eastman		(802) 476-6613	Larry.eastman@vermont.gov
State Police or County Sheriff	VSP-MSX	(802) 229-9191	911	
Local Dispatch Center	City of Barre	(802) 476-6613	911	
Local Public Works (	Contacts			
Public Works Director	Bill Ahearn		(802) 476-0250	PWDirector@barrecity.org
Road Foreman	Donnel Dexter		(802) 479-9298	
Drinking Water Utility	Steve Micheli		(802) 479-9298	Smicheli@barrecity.org
Wastewater Utility	Steve Micheli		(802) 479-9298	Smicheli@barrecity.org
Facilities Director	Jeff Bergeron		(802) 476-0256	Jbergeron@barrecity.org
Municipal Governme	nt Contacts			
City Manager	Steve Mackenzie		(802) 476-0241	Manager@barrecity.org
Mayor	Lucas Herring			L.Herring@barrecity.org
City Finance Director	Dawn Monahan		(802) 477-1488	FinanceDirector@barrecity.org
City Clerk/Treasurer	Carol Dawes		(802) 477-1464	Cdawes@barrecity.org
Human Resources/IT	Rikk Taft		(802) 439-9983	Rtaft@barrecity.org
Public Works Director	Bill Ahearn		(802) 476-0250	PWDirector@barrecity.org
Superintendent of Water & Sewer	Steve Micheli		(802) 479-9298	Smicheli@barrecity.org
City Facilities Director	Jeff Bergeron		(802) 476-0256	Jbergeron@barrecity.org
Planning/Permitting Director	Janet Shatney		(802) 476-0245	PPADirector@barrecity.org
Forest Fire Warden	Doug Brent		(802) 476-0254	Firechief@barrecity.org
City Health Officer	Robert Howarth		(802) 477-7833	Robert.Howarth@barrecity.org
Deputy City Health Officer	Robbie Strachan		(802) 477-7833	Rstrachan@barrecity.org
Animal Control Officer	Robert Howarth		(802) 477-7833	Robert.Howarth@barrecity.org
School Contact #1	Jamie Evans			JEvanSHS@buusd.org

#### **Contact Information**

Position	Name	Phone numbers - indicate Mobile, Home, Work		E-mail
. 5510011		Primary	Alternate	
School Principal Contact Spaulding High School	Principal Brenda Waterhouse	(802) 476-4811		Bwateshs@buusd.org
School Assistant Principal – Spaulding High School	Asst. Principal Luke Aither	(802) 476-4811		laithshs@buusd.org
School Assistant Principal – Spaulding High School	Asst. Principal Jim Ferland	(802) 476-4811		jferlshs@buusd.org
School Principal Contact – City Elementary School	Principal Haden Coon (PK-4)	(802) 476-6541		hcoonbce@buusd.org
School Principal Contact – City Middle School	Principal Chris Hennessey (5- 8)	(802) 476-6541		chennbce@buusd.org
School Assistant Principal – City Elementary and Middle School	Asst. Principal Pierre LaFlamme	(802) 476-6541		plaflbce@buusd.org
School District Office	Superintendent John Pandolfo (until June 30, 2020)	(802) 476-5011 ext 1017		Jpandbsu@buusd.org
School District Office	Superintendent David Wells (effective July 1, 2020)	(802) 476-5011 ext 1017		Not issued at the time of this plan
BCEMS Bus Coordinator	Nancy LeBlanc	Will be contacted by School officials		
Central Vermont Catholic School Principal	Brenda Buzzell	(802) 476-5015		Bbuzzell@stmonica- stmichael.org
Other Contacts				

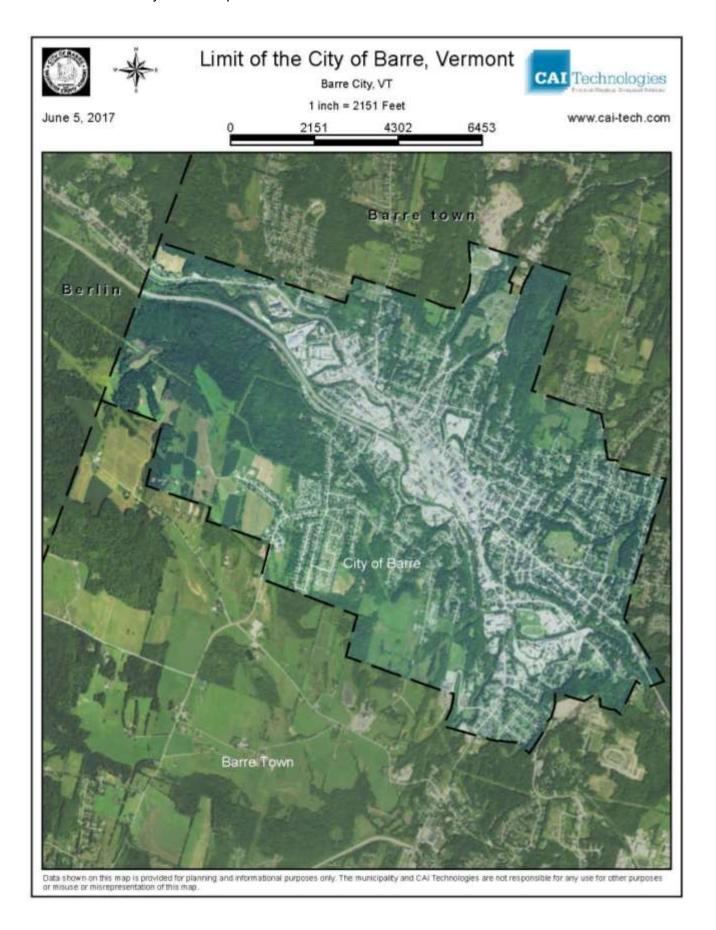
	Site Location	
Site Type: (ex. Dam, culvert, bridges, railway crossing,, low-lying area)	(physical location)	
Dam	East Barre Dam	
Dam	Thurman W. Dix Reservoir	
Large Culvert: Potash Brook	Under Currier Street and a house on Currier Street	
Large Culvert: Potash Brook	Underground from Jefferson Street by old Mathewson School to river by Prospect Street bridge	
Large Culvert: Potash Brook	Underground from Elm Street by old Mathewson School down Summer Street across the pearl Street parking lot to the river by the old Rouleau Granite Company on Metro Way	
Railroad Crossing	Quarry Street	
Railroad Crossing	Circle Street	
Railroad Crossing	Boynton Street	
Railroad Crossing	Ayers Street	
Railroad Crossing	Hill Street	
Railroad Crossing	S. Main Street	
Railroad Crossing	Williams Lane	
Railroad Crossing	Granite Street	
Railroad Crossing	Route 62	
Railroad Crossing	Blackwell Street	
Railroad Crossing	at 460 N. Main Street	
Railroad Crossing	Berlin Street	
Railroad Crossing	W. Second Street	
Railroad Crossing	Willey Street	
Bridges over brooks and/or rivers	S. Main Street	
Bridges over brooks and/or rivers	Mill Street	
Bridges over brooks and/or rivers	Ayers Street	
Bridges over brooks and/or rivers	Granite Street	
Bridges over brooks and/or rivers	Blackwell Street	
Bridges over brooks and/or rivers	N. Main Street by Blackwell Street	
Bridges over brooks and/or rivers	Berlin Street	
Bridges over brooks and/or rivers	Willey Street	
Bridges over brooks and/or rivers	Route 62	
Bridges over brooks and/or rivers	East Street	
Bridges over brooks and/or rivers	Brook Street by Laurel Street	
Bridges over brooks and/or rivers	Brook Street by Maple Avenue	
Bridges over brooks and/or rivers	N. Seminary Street	
Low lying areas for flooding	N. Main Street	
Low lying areas for flooding	Granite Street	
Low lying areas for flooding	Scampini Square	
Low lying areas for flooding	First Street	
Low lying areas for flooding	Second Street	
Low lying areas for flooding	Third Street	
Low lying areas for flooding	Fourth Street	
Low lying areas for flooding	Fifth Street	
Low lying areas for flooding	W. Second Street	
	I	

Annex A: High Hazards and Vulnerable Sites Lists

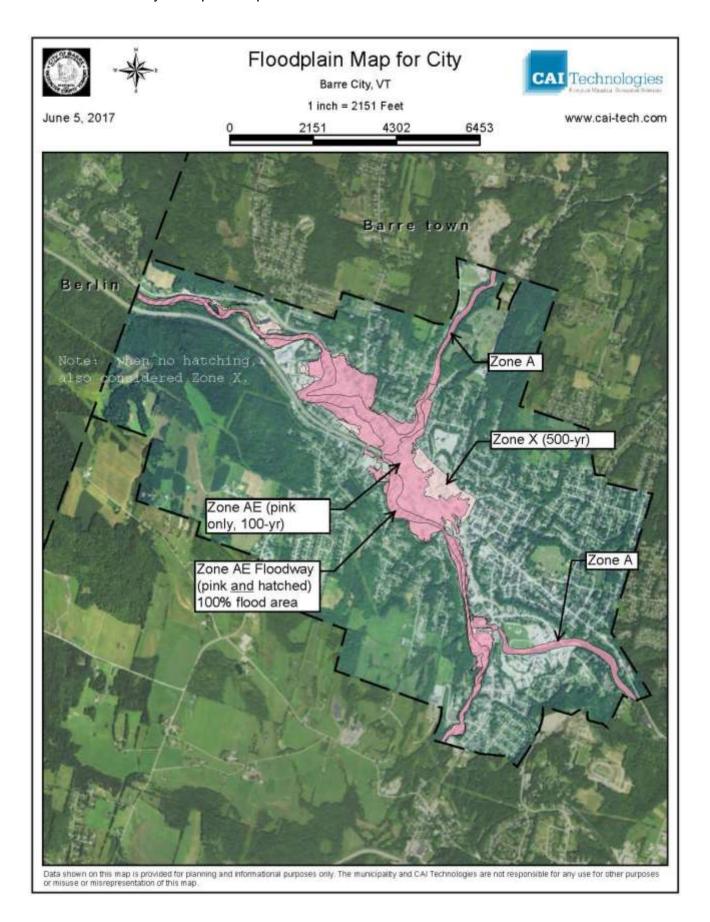
Site Type: (ex. Dam, culvert, bridges, railway crossing,	Site Location		
low-lying area)	(physical location)		
Low lying areas for flooding	Vine Street		
Low lying areas for flooding	Keith Avenue		
Low lying areas for flooding	Depot Square		
Low lying areas for flooding	Pearl Street		
Low lying areas for flooding	Eastern Avenue		
Low lying areas for flooding	East Street		
Low lying areas for flooding	North Street		
Low lying areas for flooding	Cliff Street		
Places of Concern	GMP Substation #26 - 45 Burnham Street		
Places of Concern	GMP South End Substation #37 - 121 S. Main Street		
Places of Concern	GMP North End Substation #63 - 128 Railroad Street		
Places of Concern	Irving Oil Propane Storage Tank - 7 Williams Lane		
Places of Concern	Irving Oil Bulk Fuel Storage Terminal - 60 Smith Street		
Places of Concern	Barre City Place Propane Storage Tank - 219 N. Main St		
Places of Concern	Safety Kleen Systems, Inc 23 W. Second Street		
Places of Concern	Fairpoint Telecommunications Bldg 46 Elm Street		
Places of Concern	Vermont TRANSCO Substation (in the Town of Barre) just over the City limit, Upper Prospect St		
Government Bldgs Vulnerable Population	VT District Court & Office Complex - 255 N. Main St.		
Government Bldgs Vulnerable Population	McFarland State Office Bidg 5 Perry St.		
Housing (>9 units) - Vulnerable Population	North Barre Manor - 455 N. Main St (120 units)		
Housing (>9 units) - Vulnerable Population	Tilden House - 16 S. Main St (78 units)		
Housing (>9 units) - Vulnerable Population	Washington St Apts - 14 Washington St (47 units)		
Housing (>9 units) - Vulnerable Population	Jefferson St Apts - 25 Jefferson St (24 units)		
Housing (>9 units) - Vulnerable Population	Green Acres - Bergeron & Chatot Sts (50 units)		
Housing (>9 units) - Vulnerable Population	Summer St Housing - 22 Keith Ave (27 units)		
Housing (>9 units) - Vulnerable Population	River St Associates - 96 Beckley St (12 units)		
Housing (>9 units) - Vulnerable Population	Downstreet Housing - 1 Bromur St (12 units)		
Housing (>9 units) - Vulnerable Population	44 Granite St LLC Apt. Bldg 44 Granite St (11 units)		
Housing (>9 units) - Vulnerable Population	B.I.G. Apt. Bldg 121 Hill St (10 units)		
Housing (>9 units) - Vulnerable Population	Merchant St Properties LLC Apt. Bldg 35 Merchant St (11 units)		
Housing (>9 units) - Vulnerable Population	Aja Apt. Bldg 54 Mill St (9-unit bldg and 2 single family residences)		
Housing (>9 units) - Vulnerable Population	Bolster House - 114 N. Main St (12 units)		
Housing (>9 units) - Vulnerable Population	Miles Block - 162 N. Main St (20 units)		
Housing (>9 units) - Vulnerable Population	Housing Foundation - 260 N. Main St (20 units)		
Housing (>9 units) - Vulnerable Population	Downtown Rentals - 14 & 28 Pearl St (32 units)		
Housing (>9 units) - Vulnerable Population	Highgate Housing - 301 Prospect St (120 total units)		
Housing (>9 units) - Vulnerable Population	Citi Properties Apt. Bldg 46 Washington St (11 units)		
Housing (>9 units) - Vulnerable Population	Barre Realty Apt. Bldg 181 Washington St (14 units)		

#### Locations With Hazardous Substances As reported via Tier II Reporting for the Calendar Year 2019

4 Burnham Street	Barre City Water Department Building
5 Perry Street	Verizon Wireless Antenna on State Building
6 Burnham Street	Barre City Public Works Garage
6 N. Main Street	City Hall
7 Williams Lane	Irving Energy Distribution Bulk Storage Propane Tank
12 Burnham Street	Barre City Sewer Department Building
14 Burnham Street	Barre City Barricade Building
15 S. Main Street	Shell Gas Station
20 Auditorium Hill	Barre City Alumni Hall
20 Auditorium Hill	Barre City Auditorium
20 Auditorium Hill	RCC - antennas
23 W. Second Street	Safety-Kleen Systems
24 Smith Street	Irving Energy Distribution Bulk Storage Diesel & Fuel Oil Tanks
25 Auditorium Hill	Barre City BOR Ice Rink Building
38 Vanetti Place	Granite Industries of Vermont
45 Parkside Terrace	Barre City Municipal Pool Chemical Vault
54 Willey Street	Swenson Granite - Anderson Friberg Plant
61 Treatment Plant Drive	Barre City Wastewater Bay Garage
62 Treatment Plant Drive	Barre City Wastewater Digester Building
65 Granite Street	Airgas USA, LLC
69 Treatment Plant Drive	Barre City Wastewater Treatment Facility
88 Treatment Plant Drive	Barre City Wastewater Chemical Building
131 S. Main Street	Sherwin-Williams Paint Store
132 S. Main Street	Cumberland Farms Gas Station
169 Washington Street	Gulf Gas Station
320 Washington Street	AJ'S Sunoco Gas Station
322 N. Main Street	Irving Energy Metro Development
377 N. Main Street	Gulf Gas Station
475 N. Main Street	North End Deli Sunoco Station
524 N. Main Street	Cumberland Farms Gas Station

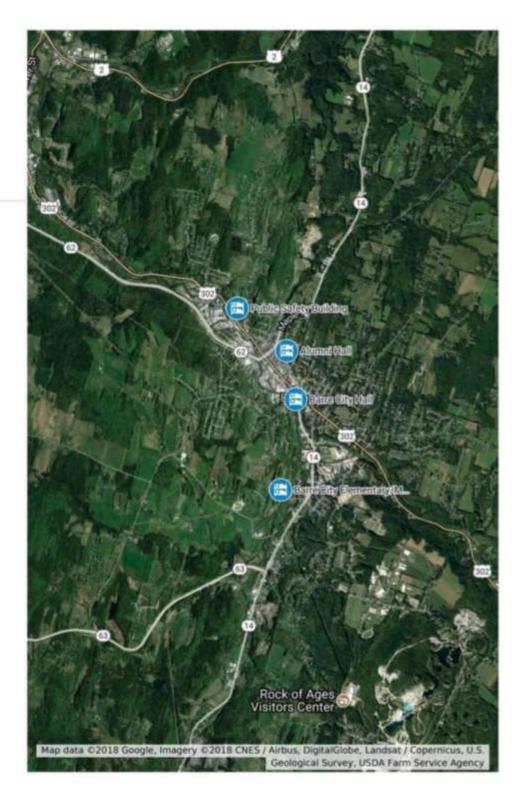


Annex C: Barre City Floodplain Map



Annex D: Local Emergency Shelters Map

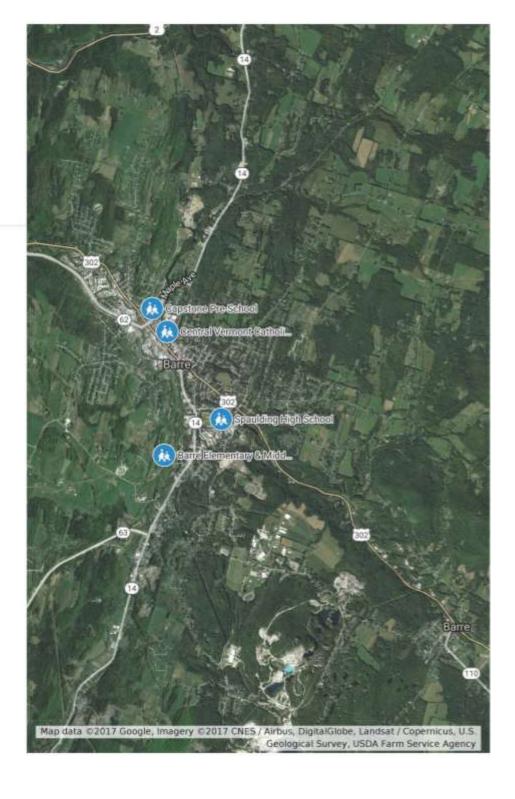
# Local Emergency Centers Alumni Hall Public Safety Building Barre City Hall Barre City Elementary/Middle School



#### Annex E: School Locations Map

# Schools Spaulding High School Barre Elementary & Middle School Central Vermont Catholic School

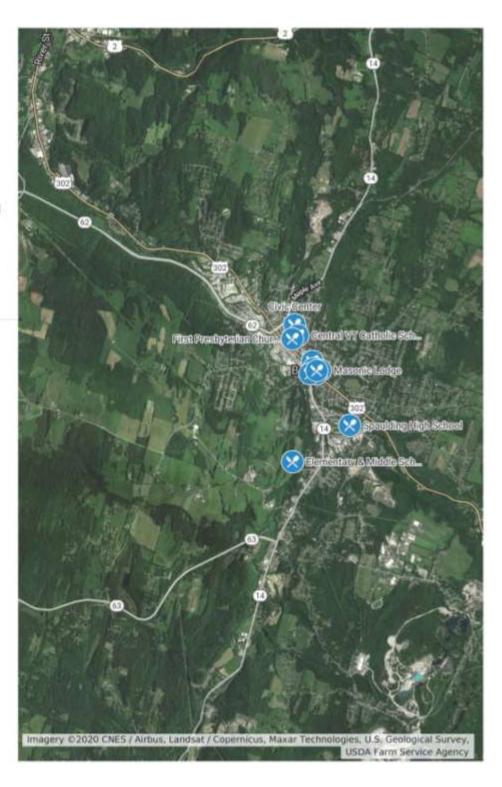
Capstone Pre-School



#### Annex F: Mass Feeding Locations Map

#### ss Feeding Locations

- Civic Center
- Elementary & Middle School
- Blks Lodge
- Masonic Lodge
- Spaulding High School
- Central VT Catholic School
- Church of the Good Shepard
- S First Baptist Church
- Universalist Church
- First Presbyterian Church
- Hedding Methodist Church



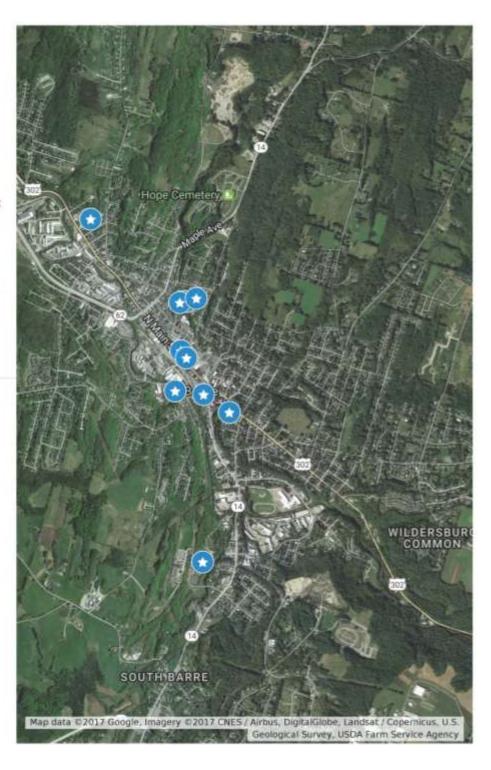
Housing Complexes - >9 units 0 North Barre Manor (Barre Housing) 0 Tilden House (Barre Housing) 0 Hope Cemetery Washington St. Apts (Barre Housing) 0 Jefferson St. Apts (Barre Housing) Green Acres (Barre Housing) Summer St Housing Complex River St Associates O Downstreet Housing 44 Granite St LLC Apt House B.I.G. Apt Building Merchant St Properties, LLC Apt Building Aja Apt Building Bolster House, LLC Miles Block O Housing Foundation O Downtown Rentals Highgate Housing Citi Properties Apt Building Barre Realty Apt Building SOUTH BARRE

D 2020 CNES / Airbus, Landsat / Copernicus, Maxar Technologies, U.S. Geological Survey,

USDA Farm Service Agency

## Annex H: Government Buildings Location Map

# Government Bldgs Alumni Hall Civic Center Auditorium B.O.R. Ice Arena Barre City Hall Public Works Complex Municipal Pool Wastewater Treatment Plant WT District Court & Office Complex Barre Public Safety Building McFarland State Office Complex Barre City Place



## Community Care, Assisted Living and Nursing Homes



Fortier's Community Care Home

- Averill Place Care Home
- O Arioli Community Care Home
- O Hill Street Assisted Living
- 0

Barre Gardens for Nursing and Rehabilitation Facility

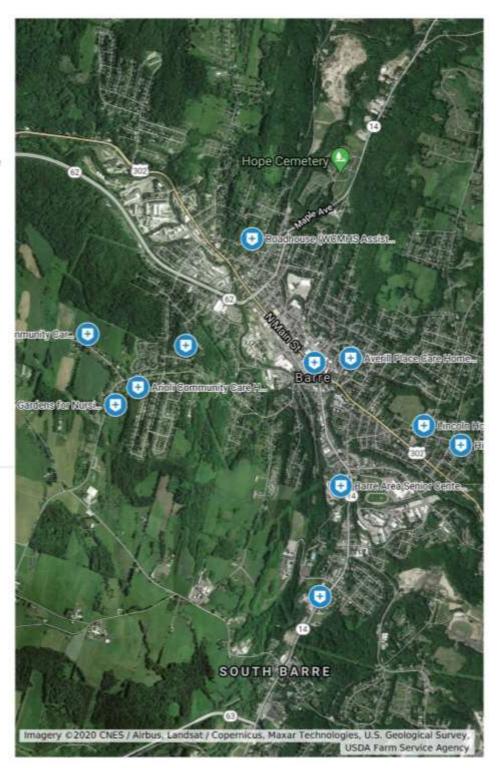


Lincoln House (Granite City Housing, Inc.)



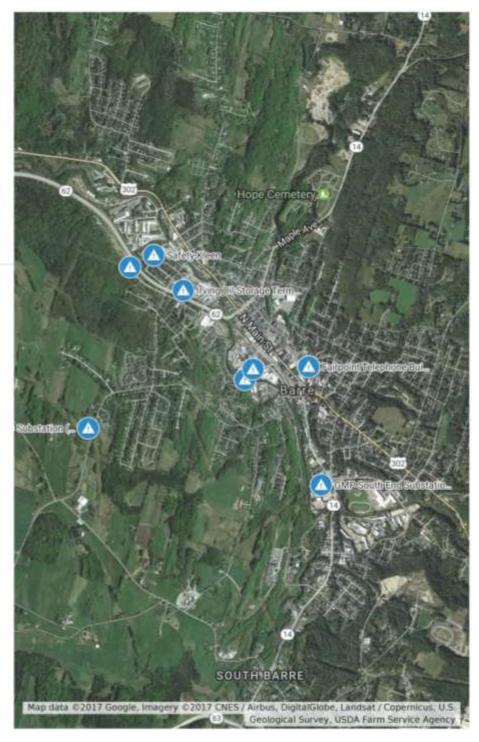
Roadhouse (WCMHS Assisted Living)

- Home Intervention
- WCHM Group Home
- Project Independence
- Barre Area Senior Center

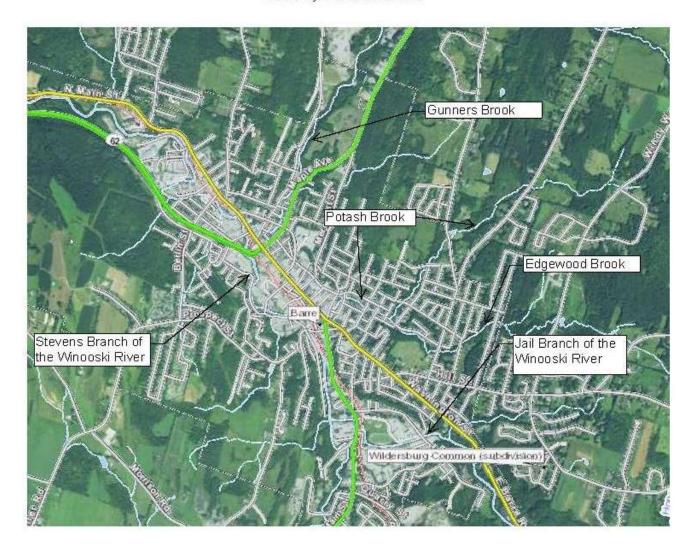


## Annex J: Places of Concern Map

## Places of Concern GMP Substation GMP South End Substation GMP North End Substation Irving Oil Storage Terminal Irving Oil Bulk Storage Tank Safety-Kleen Fairpoint Telephone Building TRANSCO Substation (Barre Town)



Barre City Rivers and Streams



## Annex L: Tier II Facilities Locations from 2019 Reporting Map

## 2019 Tier II Facilities AJ's Sunoco Alumni Hall City DPW Garage Irving Energy Bulk Storage Tank City Water Building Barre City Hall North End Deli Sunoco Cumberland Farms Verizon Wireless Antenna City Sewer Building City Barricade Building Shell Station Barre City Auditorium & Antenna Safety-Kleen Irving Energy Distribution Plant City BOR Ice Rink Granite Industries of Vermont Barre City Pool Building Swenson Granite Plant Barre City Wastewater Building Barre City Sewer Digester Building AirGas USA, LLC

Barre City Wastewater Treatment Facility

Barre City Wastewater Chemical Bldg

Cumberland Farms Gas Station Gulf Gas Station Irving Energy Metro Development Quick-Stop Gulf Gas Station Sherwin-Williams Paint Store

## **BARRE CITY Animal Resources During an Emergency**

## **Directions**

- 1) Reach out to emergency contacts. Define responsibilities and how information will be
- 2) Make contact with animal shelters to learn of availability/capacity/needs.
- 3) Make contact with emergency veterinarians.

Name of Person completing this	Date a	and
form		
<b>DURING AN ACTUAL EVENT</b>	Time	!

## Section I 1. Local Emergency Contacts

Is there a regional Disaster Animal Response Team (DART) that serves your community? Y N✓

REGIONAL DART CHAIR			
Name	Contact Number	Secondary contact number	
Lisa Lemieux, CVDART	(primary)	(secondary)	
Chair	Llemieux@gmail.com		
LOCAL ANIMAL SHELTER	MANAGER		
Name	Contact Number	Secondary contact number	
Jen Delaney, Shelter Manager Central Vermont Humane Society	802-476-3811 x108		
LOCAL EMERGENCY VET			
Name	Contact Number	Secondary contact number	
Dr. Tom Stuwe, DVM, PC Dr. Emily Comstock	38 Belding Road Barre, VT 05641 Phone: (802) 479-0444 Web Site: www.facebook.com/tomstuedvm	Types of animals seen in practice: Farm/Food Animals (Dairy & Beef Cattle), Equine (Horses). Practice Location: Farm. Special Interests/Services: Dentistry, Digital X-ray, Equine Lameness, Large Animal Surgery. Relief Services Offered: No.	
Dr. Thomas Cihocki	Barre Animal Hospital 676 South Barre Road So. Barre, VT 05670 Phone: (802) 476-4151 www.facebook,com/BarreAnimalHospital	Types of animals seen in practice: Small Animal (Dogs & Cats)	
See Sections II and III for more contacts			
LOCAL ANIMAL CONTROL OFFICER			
Name	Contact Number	Secondary contact number	
Random Rescue, Sam Punchar	(802) 433-5912		

## 2. Animal Shelter Locations (including citizen volunteer kennels and barns) (extra space in notes section)

Notify the SI	Notify the SEOC if additional shelters are needed.			
Contact the	Shelter Manager			
Shelter Name	Physical Address/Shelter Location	Shelter Phone # and Name of Contact	Type and Capacity that can be housed	Status
Barre Auditorium & BOR – Pet Friendly	20 Auditorium Hall Barre, Vermont 05641 Phone (802) 476-0256  BOR -25 Auditorium Hill, Barre, VT 05641 802-476-0257	Jeff Bergeron 802-476-0256 jbergeron@barrecity.org	Dogs/_ Cats Exotics/Birds Horses Other Livestock	Opened: Closed:
Central Vermont Humane Society	1589 VT Route 14S East Montpelier, VT	Laurie Garrison, Executive Dir. 802-476-3811 laurie@centralvermonthumane.org  Jen Delaney, Shelter Manager 802-476-3811 x108 jen@centralvermonthumane.org	Dogs/_ Cats/_ Exotics/Birds Horses Other Livestock	Opened: Closed:
Random Rescue	188 Edwards Road Chelsea, VT 05038	Sam Punchar, Owner (802) 433-5912 randomrescue@gmail.com www.facebook.com/randomrescue	Dogs Cats Exotics/Birds Horses Other Livestock	Opened: Closed:
See list of Pet Friendly Hotels			Dogs Cats Exotics/Birds Horses Other Livestock	Opened:

## 3. Locations of large numbers of animals and animals in high risk locations (if additional locations, add to notes section at the end)

High Risk Populations List (for special attention/possible evacuation during an incident)					
Complete this information before an incident Complete this information				ation	
				during an inciden	nt
High Risk Population Type (shelter, farm, home)	High Risk Population Location (physical location)	Point of Contact	POC Phone Number	Evacuated To (physical location / name / phone number)	Time
Dog Day Care: Holli-Day Care	8 Circle Street www.hollidaycare.com	Heather Cochran	(802) 622- 0474		

4. Emergency Veterinarians - See Sections II and III for Washington and Orange Co. Vets

## 5. Individuals with Expertise in Animal Handling

Handler Name	Physical Address/Location	Phone #	Type(s) of Animals they can handle
Vermont Large Animal Technical Rescue Coalition - Colchester Technical Rescue Team serves Washington County	Cindy Cross-Greenia 802- 433-6010 or 802-355-7219 crossgreenia@gmail.com	911 (in an emergency teams can only be requested by local fire department or local law enforcement	Large Animals
Vermont Humane Federation	Waterbury, VT http://www.vermonthumane.org	802-244-5895	Pets, small animals, horses

## 6. Pet Friendly Hotels/Motels/Lodgings - See Section VII for a listing of Pet Friendly Hotels

Facility Name	Address	Phone Number	Vacancy?

7. Businesses with Animal Supplies

Business Name	Address	Phone Number	Willing to donate?
Montpelier Agway Farm and Garden	190 E Montpelier Rd, Montpelier, VT	(802)229-9187	
One Stop Country Pet Supply	1284 US RT 302 Berlin, VT	(802)479-4307	
Tractor Supply	352 River St, Montpelier, VT 05602	(802) 223-2246	
Petco Animal Supplies	168 Ames Drive, Barre, VT 05641	(802) 476-1992	
Guys Farm and Yard	19 Barre St, Montpelier, VT 05602	(802) 229-0567	
Central Supplies	839 VT Route 12 S, Randolph, VT 05060	(802) 728-9531	
The Quirky Pet	5 State St, Montpelier, VT 05602	(802) 229-1211	
WalMart	282 Berlin Mall Rd, Berlin, VT	(802)229-7792	
Farm-Way IncVT Gear	286 Waits River Rd, Bradford, VT 05033	(800) 222-9316	

## 8. Wildlife Rehabilitation Contacts - See Section V for Wildlife Rehabilitator listing and Map

Facility Name	Physical Address/Location	Phone #	Type of animals accepted	Contact made?
Dr. John Aberth	1961 West Hill Rd Roxbury, VT 05669-9883	802-485-8876	Birds: raptors, crows, ravens and wading birds. Mammals: beaver, coyote, mink, and weasel.	
Aimee Brown	Barre, VT	802-461-4381	Small mammals excluding rabies vectors	

## 9. State Emergency Contacts

- Vermont Division of Emergency Management and Homeland Security Watch Officer (24/7 helpline for use during an event or after hours) – 1-800-347-0488
- For assistance handling wildlife or to file a report, contact the nearest Vermont State Police dispatcher by calling 911, or contact your local Game Warden
- State Veterinarian Dr. Kristin Haas, Vermont Agency of Agriculture, Food & Markets Food Safety & Consumer Protection Division - 802-828-2426 or kristin.haas@vermont.gov
- Asst State Veterinarian Dr. Katherine McNamara, Vermont Agency of Agriculture, Food & Markets - Food Safety & Consumer Protection Division - 802-828-2426 or katherine.mcnamara@vermont.gov
- CVDART Chair Lisa Lemieux, (802) 363-0919 or <a href="mailto:llemieux@gmail.com">llemieux@gmail.com</a>

## Section II. 2020 Washington County Veterinary Listing (taken from <a href="www.vtvets.org">www.vtvets.org</a>)

Dr. Karen Anderson  Mad River Veterinary Service 637 Millbrook Road Waitsfield, VT 05673 Phone: (802) 496-7272 Web Site: www.myvetonline.com/madrivervet Types of Animals seen in practice: Small Animal (Dogs & Cats), Swine/Pot Bellied Pigs, Equine (Horses),Exotic Species (Reptiles/ Amphibians/	Dr. Jennifer Bevilacqua The Integrated Equine 28 Chase Road Berlin, VT 05602 Phone: (802) 371-5041 Web Site: http://www.theintegratedequine.com Types of Animals seen in practice: Equine
Fish), Pocket Pets (Hamsters/ Gerbils/ Mice/ Rabbits/ Ferrets/ Guinea Pigs), Wildlife	(Horses)
Dr. Colleen Bloom Onion River Animal Hospital 2386 Airport Road Berlin, VT 05641 Phone: (802) 223-7765 Web Site: http://www.onionriveranimalhospital.com	Dr. Sean Blouin Onion River Animal Hospital 2386 Airport Road Berlin, VT 05641 Phone: (802) 223-7765 Web Site: http://www.onionriveranimalhospital.com
Types of Animals seen in practice: Small Animal (Dogs & Cats)	Types of Animals seen in practice: Small Animal (Dogs & Cats)
Dr. Karen Bradley Onion River Animal Hospital 2386 Airport Road Berlin, VT 05641 Phone: (802) 223-7765 Web Site: http://www.onionriveranimalhospital.com Types of Animals seen in practice: Small Animal (Dogs & Cats)	Dr. Thomas Cihocki  Barre Animal Hospital PO Box 388 So. Barre, VT 05670 Phone: (802) 476-4151 Types of Animals seen in practice: Small Animal (Dogs & Cats)

	T
Dr. Emily Crawford  Waterbury Veterinary Hospital 2597 Waterbury-Stowe Road Waterbury Ctr., VT 05677 Phone: (802) 244-5452 Types of Animals seen in practice: Small Animal (Dogs & Cats)	Dr. Anne Culp Onion River Animal Hospital 2386 Airport Road Berlin, VT 05641 Phone: (802) 223-7765 Types of Animals seen in practice: Small Animal (Dogs & Cats)
Dr. J. Nicholas Drolet  Montpelier Veterinary Hospital 403 Barre Street Montpelier, VT 05602 Phone: (802) 223-3220 Types of Animals seen in practice: Small Animal (Dogs & Cats)	Dr. Rebecca Farrell Waterbury Veterinary Hospital 2597 Waterbury Stowe Rd Waterbury Center, VT 05677 Phone: (802) 244-5452 Web Site: http://waterburyvethospital.com Types of Animals seen in practice: Small Animal (Dogs & Cats)
Dr. Hannah Flynn Onion River Animal Hospital 2386 Airport Road Berlin, VT 05641 Phone: (802) 223-7765 Web Site: https://www.onionriveranimalhospital.com Types of Animals seen in practice: Small Animal (Dogs & Cats)	Dr. Hailey Gentile Onion River Animal Hospital 2386 Airport Rd Berlin, VT 05641 Phone: (802) 223-7765 Types of Animals seen in practice: Small Animal (Dogs & Cats)
Dr. Kristin Haas State Veterinarian, Agency of Agriculture 116 State Street Montpelier, VT 05620 Phone: (802) 828-2426 Web Site: http://www.vermontagriculture.com	Dr. Roy Hadden Valley Animal Hospital 6969 Main Street Waitsfield, VT 05673 Phone: (802) 496-3006 Types of Animals seen in practice: Small Animal (Dogs & Cats), Farm/Food Animals (Dairy & Beef Cattle), Swine/Pot Bellied Pigs, Equine (Horses)
Dr. Daniel Kelly Stonecliff Animal Clinic of VT 58 State Street Montpelier, VT 05602 (802) 738-9393 Website: www.stonecliffacnh.com Types of Animals: Dogs & Cats	Dr. Laura Ladds  VT-CAN!  19A Bailey Meadows Lane Middlesex, VT 05602 Phone: (802) 505-1293 Web Site: www.vt-can.org Types of Animals seen in practice: Small Animal (Dogs & Cats)
Dr. Shelley Mehlenbacher VT Agency of Agriculture, Food and Markets 116 State Street Montpelier, VT 05620 Phone: (802) 828-2421	Dr. Karen Schonberg 140 Murray Hill Drive, Unit 29 Montpelier, VT 05602 Phone: (802) 223-1736 Types of Animals seen in practice: Small Animal (Dogs & Cats)
Dr. Lauren Quinn Onion River Animal Hospital 2386 Airport Rd Berlin, VT 05641 Phone: (802) 223-7765 Types of Animals seen in practice: Small Animal (Dogs & Cats)	Dr. Joseph Wagner Sugar Run Equine Veterinary Services PO Box 358 Waterbury Center, VT 05677 Phone: (802) 888-2466 Web Site: www.srevs.com Types of Animals seen in practice: Equine (Horses)

	Dr. Sarah Spencer
Dr. Tom Stuwe	Bobbin Mill Veterinary Services, PLC
Tom Stuwe, DVM, PC	www.bobbinmillvet.com
38 Belding Road	209 Bobbin Mill Road
Barre, VT 05641	Warren, VT 05674
Phone: (802) 479-0444	Phone: (802) 505-9639
Web Site: <a href="http://www.tomstuwedvm.com">http://www.tomstuwedvm.com</a>	Types of Animals seen in practice: Farm/Food
Facebook: Tom	Animals (Dairy & Beef Cattle), Equine
Types of Animals seen in practice: Farm/Food	(Horses),Small Ruminant (Sheep &
Animals (Dairy & Beef Cattle), Equine (Horses)	Goats), Swine/Pot Bellied Pigs, Camelids (Llamas
	& Alpacas)
Dr. Carol Weyland-Sabourin	
Healing Paws House Calls	
Marshfield, VT 05658	
Phone: (802) 426-2126	
Types of Animals seen in practice: Small Animal	
(Dogs & Cats)	

## Section III. 2020 Orange County Veterinary Listing (taken from <a href="www.vtvets.org">www.vtvets.org</a>)

Dr. William Barry William A. Barry, DVM 474 Dr. Barry Road Brookfield, VT 05036 Phone: (802) 276-3111 Types of animals seen in practice: Equine (Horses)	Dr. Emma Basham Chelsea Animal Hospital 276 Vermont Route 110 PO Box 277 Chelsea, VT 05038 Phone: (802) 685-3232 Types of animals seen in practice: Small Animal (Dogs & Cats)
Dr. Betty Jo Black Chelsea Animal Hospital 276 VT Route 110, PO Box 277 Chelsea, VT 05038 Phone: (802) 685-3232 Web Site: http://chelseaanimalhospital.com Types of animals seen in practice: Small Animal (Dogs & Cats) Dr. Amy Scanlan Cook Newbury Veterinary Clinic 3890 Rte. 5 North Newbury, VT 05051 Phone: (802) 866-5354 Types of animals seen in practice:	Dr. Anne Carroll Chelsea Animal Hospital 276 VT Route 110, PO Box 277 Chelsea, VT 05038 Phone: (802) 685-3232 Web Site: http://www.chelseaanimalhospital.com Types of animals seen in practice: Small Animal (Dogs & Cats), Pocket Pets (Hamsters/ Gerbils/ Mice/ Rabbits/ Ferrets/ Guinea Pigs) Dr. Diane Gildersleeve Newbury Veterinary Clinic 3890 Route 5 North Newbury, VT 05051 Phone: (802) 866-5354 Types of animals seen in practice: Small Animal (Dogs &
Small Animal (Dogs & Cats)  Dr. David Lamb  Vermont Equine Medical  87 Justin Morrill Highway  So. Strafford, VT 05070  Phone: (802) 765-4400  Types of animals seen in practice: Equine (Horses)	Cats)  Dr. Sarah Murawski Randolph Regional Veterinary Hospital 86 Dylan Drive Randolph, VT 05060 Phone: (802) 728-3505 Web Site: http://www.randolphregionalvet.com Types of animals seen in practice: Small Animal (Dogs & Cats)

## Annex M: Animal Resources Section

Phone: (802) 725-5744

Dr. Susan Tullar **Bradford Veterinary Clinic** 176 Waits River Road Dr. Amy St. Denis Bradford, VT 05033 Phone: (802) 222-4903 3447 VT Route 66 Web Site: http://bradfordvet.com Randolph Center, VT 05061

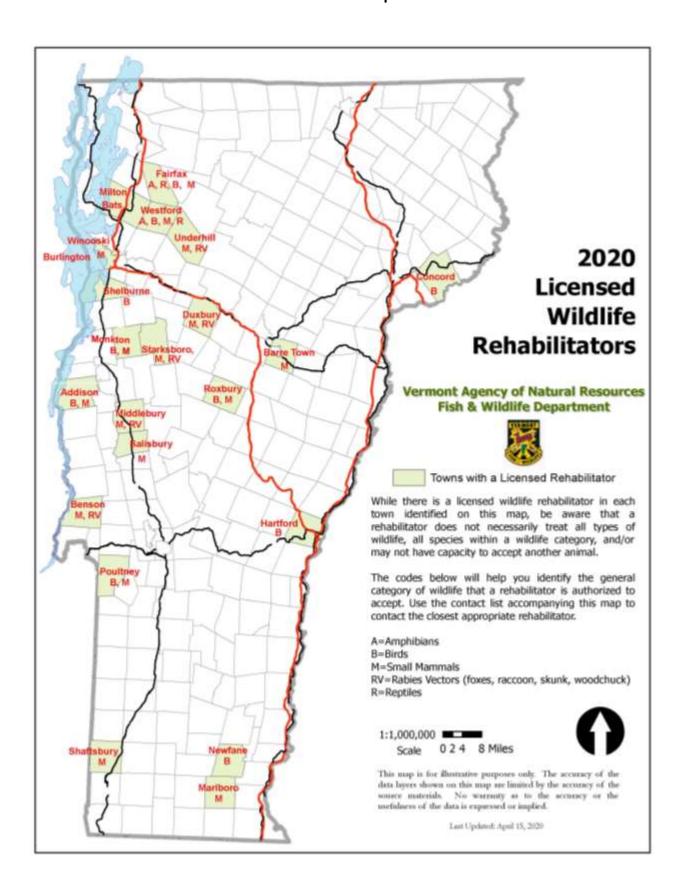
Types of animals seen in practice: Small Animal (Dogs & Cats), Swine/Pot Bellied Pigs, Avian (Birds & Poultry), Exotic Species (Reptiles/ Amphibians/ Fish), Pocket Pets (Hamsters/

Gerbils/ Mice/ Rabbits/ Ferrets/ Guinea Pigs)

## Section IV.: 2020 Emergency Clinics in VT and surrounding areas:

Burlington Emergency and Veterinary Specialists 1417 Marshall Avenue Williston, VT 05495 (802) 863-2387 www.bevsvt.com	Montpelier Veterinary Hospital 403 Barre Street Montpelier, VT 05602 (802) 223-3220 www.montpelierveterinaryhospital.com
Lamoille Valley Veterinary Service 278 Vermont Route 15 PO Box 41 Hyde Park, VT 05655 (802) 888-7911 www.LVVSonline.com	Rutland Veterinary Clinic and Surgical Center 90 East Pittsford Road Rutland, VT 05701 802-773-2779 www.rutlandvet.com
Small Animal Emergency and Specialty (SAVES) 63 Evans Drive Lebanon, NH 03766 (603) 306-0007 www.ivghospitals.com/hospital/saves	Aeolus Animal Hospital and Equine 145 Harmony Lane Manchester Center, VT 05255 (802) 362-2241 www.aahec.com

## Section V. 2020 Licensed Wildlife Rehabilitator Map



## 2020 Licensed Wildlife Rehabilitators-PUBLIC (updated 4/15/2020)

Town	Rehabilitator	Species Code	Species Accepted	Phones
Addison	Julianna Parker	В, М	Songbirds; small mammals excluding rables vectors.  Special interest ravens, crows & woodpeckers	802-759-3148
Barre	Aimee Brown	M	Small mammals excluding rables vectors	802-461-4381
Benson	Lia McFarline	M	Small mammals including rabies vectors	802-558-8240
Benson	Sally Beckwith	M, RV	Most small mammals including rabies vectors including bats. Fisher, river otter and bobcat a specialty. Will consult on phone re: rehabilitation and wildlife exclusion/ eviction techniques.	802-537-2485 (h) messages of 802-342-8141 © no messages
Burlington	JoAnn Nichols	A, R, M	Amphibians; reptiles; small mammals excluding rabies vectors. Will provide phone consultation on wildlife exclusion/eviction techniques.	Rehab: 802-999-5360 Exclusion help 802-651-6863
Concord	Aimee DeMaio	В	Songbirds, Northeast Kingdom only	802-695-4619
Duxbury	Katharine Dain	M, RV	Small mammals including rabies vectors	802-272-7701
Fairfax	Audrey von Lepel M.D.	A, B, R, M	Amphibians; reptiles; birds; small mammals excluding rabies vectors. Special interest porcupine	802-849-6937 (h) 802-849-2023 (w)
Ferrisburg/ Monkton	North Stream Wildlife Rescue (Helena Nicolay)	в, м	Waterfowl	802-236-3541
Marlboro	Patti Smith	М	Small mammals excluding rabies vectors. Special interest: porcupine	802-254-2918
Middlebury	Donna Perrin	M, RV	Small mammals including rabies vectors	802-349-9798
Milton	Barry Genzlinger	Bats	Bats only	802-891-6667
Poultney	Lynette Brand	В	Waterfowl	802-558-6856
Poultney	Cheri McDermott	B, M	Birds & small mammals; excluding rabies vector	518-744-4898
Hartford (Quechee)	VINS Nature Center (Grae O'Toole)	В	All birds including raptors, waterfowl, songbirds, gamebirds and Threatened & Endangered birds	802-359-5001 X212
Roxbury	John Aberth	В, М	Birds: raptors, crows, ravens and wading birds. Mammals: beaver, coyote, mink, and weasel.	802-485-8876
Salisbury	Rose Gale	М	Small mammals excluding rabies vectors	802-352-4448
Shaftsbury	Karen Rose	М	Small mammals excluding rables vectors	802-753-1151 (H) 802-681-8201 (c)
Shelburne	Outreach for Earth Stewardship (Craig Newman)	В	Birds: hawks, owls, crows, ravens, Avian species of special concern and Threatened & Endangered birds	802-985-5612 (w) 802-343-7454 (c)
Starksboro	Medora Plimpton Howling Mountain Wildlife Rescue	M, RV	Small mammals including rabies vectors special intereast: Bobcat	802-355-1590
Town	Rehabilitator	Species Code	Species Accepted	Phones
Underhill	Pine Haven Refuge (Nancy Carey)	M, RV	Small mammals including rabies vectors	802-899-1027
Westford	Vermont Wildlife Rescue Association (Carol Winfield)	A, B, M, R	Amphibians; Reptiles; Birds including raptors; Small mammals excluding rabies vectors	802-879-4449
Williamsville (Newfane)	Fred Homer	В	Birds including raptors, excluding waterfowl	802-348-7889
Winooski	Tanya Carter	M	Cottontail rabbits only (no rabies vectors)	802-324-4989

Vermont Rabies Hotline 800-4-RABIES / 800-472-2437

## **Section VI. Pet Disaster Checklist**



$\checkmark$	Yes! My family (including pets) is ready for disaster.
νІу	basic disaster kit includes:
	Food and water for at least five days for each pet, bowls and a manual can opener if you are packing canned pet food. People need at least one gallon of water per person per day. While your pet may not need that much, keep an extra gallon or hand if your pet has been exposed to chemicals or flood waters and needs to be rinsed.
	<b>Medications and medical records</b> stored in a waterproof container and a first aid kit. A pet first aid book is also a good idea.
	Cat litter box, litter, litter scoop, garbage bags to collect all pets' waste.
	Sturdy leashes, harnesses, and carriers to transport pets safely and to ensure that your pets can't escape. Make sure that your cat or dog is wearing a collar and identification that is up to date and visible at all times. Carriers should be large enough to allow your pet to stand comfortably, turn around, and lie down. (Your pet may have to stay in the carrier for hours at a time.) Be sure to have a secure cage with no loose objects inside it to accommodate smaller pets—who may also need blankets or towels for bedding and warmth as well as special items, depending on their species.
	Current photos of you with your pets and descriptions of your pets to help others identify them in case you and your pets become separated—and to prove that they are yours once you're reunited.
	Pet beds and toys, if you can easily take them, to reduce stress.
	Written information about your pets' feeding schedules, medical conditions, and behavior issues along with the name and number of your veterinarian in case you have to board your pets or place them in foster care.
Oth	er useful items include:
	Newspapers Paper towels Plastic trash bags
	Grooming items

Visit <u>humanesociety.org/disaster</u> for more resources on staying safe during times of disaster. And remember—if it's not safe for you, it's not safe for your pets.

Annex M: Animal Resources Section

## **Section VII.: Pet Friendly Hotels**

This is a list in the Central VT area. For further VT Cities and Towns, please go to <a href="https://hotels.petswelcome.com">https://hotels.petswelcome.com</a>.

Hotel	Address	City/State	Phone	Pet Policy/Fee
Quality Inn	173 S. Main St.	Barre, VT		\$25/pet max 2 per room, 50 lbs or less
Pierre Motel	362 N. Main St.	Barre, VT	(802) 476-3188	\$10/pet/night; refundable \$50 deposit. Max 2 dogs only, no weight limit
The Hyde Away Inn	1428 Millbrook Rd.	Waitsfield, VT		2 dogs only, nonrefundable pet fee of \$20/night; no weight limit
Stowe Cabins in the Woods	PO Box 128	Waterbury, VT	(802) 244-8533	\$10/night, max 2 pets.
Grunbuerg Haus B&B & Cabins	94 Pine St.	Waterbury, VT	(802) 244-7726	\$5/night, max 1 pet.

## STATE OF VERMONT EXECUTIVE DEPARTMENT EXECUTIVE ORDER NO. 07-12

[Designation Of The National Incident Management System (NIMS) As The Basis For All Incident Management In The State]

WHEREAS, Homeland Security Directive (HSPD)-5 directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS) to provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, Presidential Policy Directive (PPD)-8 describes the approach to national preparedness, including the National Preparedness System, as the instrument the nation will employ to build, sustain, and deliver core capabilities; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources improve the State's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are integral to various incident management activities, including emergency management training programs.

NOW THEREFORE, I, Peter Shumlin, by virtue of the power vested in me as Governor, do hereby re-establish the National Incident Management System (NIMS) as the State standard for incident management.

This Order supersedes and replaces Executive Order # 03-05 (codified as No. 20-31).

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Executive Order No. 07-12

Dated April 12, 2012

Peter Shumlin Governor

## NIMS Adoption Document for City of Barre, Vermont

DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE BASIS FOR ALL INCIDENT MANAGEMENT IN THE City of Barre, Vermont.

WHEREAS, Homeland Security Directive (HSPD)-5 directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS) to provide a consistent nationwide approach for federal, state, local, and tribal governments to work together to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, Presidential Policy Directive (PPD)-8 describes the approach to national preparedness, including the National Preparedness System, as the instrument the nation will employ to build, sustain, and deliver core capabilities; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources improve the City of Barre, Vermont ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are integral to various incident management activities, including emergency management training programs.

NOW, THEREFORE, I, <u>Honorable Mayor Lucas J. Herring</u>, of the City of Barre, Vermont, by the virtue of the authority vested in me by the Constitution and Laws of the City of Barre, Vermont, do hereby establish the National Incident Management System (NIMS) as the City of Barre, Vermont standard for incident management.

GIVEN under my hand and the Privy Seal of the City of Barre, Vermont this 24<sup>th</sup> day of April, in the year Two Thousand and Eighteen.

BY Honorable Mayor Lucas J. Herring

/s/

## City of Barre, Vermont Delegation of Authority

I, Honorable Mayor Lucas J. Herring, the Chief Elected Official of the City of Barre, Vermont, hereby appoint Douglas S. Brent as Incident Commander for the period during his employment as the Director of Public Safety, and have delegated to this individual the authority to perform the following functions:

- Ensure incident safety
- · Provide overall leadership and accountability at the incident scene
- · Set the incident objectives, strategies, and priorities
- · Delegate authority to others

Signed this 30th day of April, 2019:

(Signature of Chief Elected Official)

Honorable Mayor Lucas J. Herring

(Chief Elected Official)



## City of Barre, Vermont

"Granite Center of the World"

Steven E. Mackenzie, P.E. City Manager

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

## **MEMO**

TO: City Council FR: The Manager

CC: Jeff Bergeron, Bill Ahearn, Dawn Monahan

DATE: 04/17/20

SUBJECT: Alumni Hall Boiler System Replacement Design Authorization

## Councilors:

Just as the COVID crisis came upon us, we had met with our Alumni Hall (AH) boiler assessment Consultant (DuBois & King, Inc.) to review the results of their prior evaluation of the AH boiler system, and recommendations for proceeding. Having reached concurrence on specific recommendations of their assessment report, we asked for a proposal for the design of the boiler replacement as well as the construction of the required new, code compliant self-contained boiler room. Their proposal arrived in early March as we were ramping up our response to the COVID arrival. Now that the "environment" has settled down somewhat, it is time to move projects off the back-burner.

Accordingly, attached is the proposal received from D&K in the amount of \$40,900. This proposal provides for design, bid phase and construction inspection/administration services to see this project through design, installation and start-up. This engineering services proposal is funded by a \$50,000 AH boiler allowance in the 2019 \$560K Capital Bond. Construction will be funded by the \$150,000 allowance in the 2020 \$1.7 M Capital/Infrastructure Bond.

As most of you know, we have nervously babied this boiler (which was installed in 1975!) for the last 2-3 years. We have received our money's worth, and it owes us nothing. We are initiating this design phase of the project at precisely the right time as we are closing out the current heating season, which will provide adequate time over the spring and summer to complete the design and procurement phases such that the system can be operational by the start of the next heating system on/about October 1, 2020.

## Recommendation:

It is the Manager's and BCS Director's recommendation that the Council authorize this next phase of the AH Boiler Replacement Project with the following motion:

To authorize the Manager to execute the Alumni Hall Boiler Replacement Engineering Proposal with DuBois & King, Inc.



## PROPOSAL FOR PROFESSIONAL SERVICES

To:

Mr. Steven E. Mackenzie, P.E.

Barre City Manager

6 North Main St., Suite 2

Barre, VT 05641

FROM:

Robert J. Favali

DATE:

March 2, 2020

PROJECT:

Alumni Hall Boiler Replacement

Dear Mr. Mackenzie,

DuBois & King Inc. is pleased to present this proposal to provide professional design services for the replacement of the existing steam boiler at the Alumni Hall. This proposal is based on our System Assessment Report (dated 05-16-19) and subsequent meetings and discussions with you and your staff.

The Report concluded that the boiler has exceeded its useful life and needs to be replaced. In addition, the Report noted system components and the existing boiler room require upgrades for code compliance. Our scope of work is as follows:

- Provide (1) site visit for existing steam system discovery and documentation of existing conditions.
  This visit differs from our first visit; we will obtain dimensions and characteristics of the existing
  boiler room, system piping, and electrical conditions.
- 2. Boiler System. Develop a boiler replacement design that includes the following elements:
  - a. New LP gas-fired steam boiler and burner assembly; final size TBD.
  - b. New boiler breeching chimney and combustion air ductwork.
  - Steam and condensate piping within the boiler room area including pipe, valves, ancillary items, and Hartford Loop.
  - d. Boiler controls (start/stop; low water cut-off; pressure controllers, etc.)
  - e. Boiler room ventilation system.
  - Make-up water and condensate drain including neutralizer assembly and pump; pump discharge piping to local sanitary connection.
  - g. Collaborate with the City for the sizing and location of a new LP Tank. Tank lease agreement, siting, and installation details including high pressure piping to a single regulator are between the Owner and its leasing agent.
- Boiler Room. Provide architectural, structural, and fire protection engineering design to develop a
  new small footprint fire-rated Boiler Room for the boiler system. The work for this new room
  includes the following:
  - a. New concrete floor and concrete boiler equipment pad.
  - b. New rated wall assembly with double-door and rated ceiling

6 Green Tree Drive, South Burlington, VT 05403

802,878,7661

www.dubois-king.com

- c. Limited sprinkler modifications for room coverage.
- d. Lighting and convenience power.
- e. Modifications and code compliance corrections to the basement level exterior access. This work includes a new stairway, railings, and exterior door. Structural design is limited to requirements for the new stair and doorway.
- 4. <u>Electrical.</u> Provide electrical engineering and design for the new Boiler Room, boiler system, and ancillary items. This scope of work includes:
  - a. Review and replacement of the existing electrical panel.
  - b. New circuiting distribution to the Boiler Room.
  - c. Boiler Room requirements (lighting, power, life safety, etc.)
  - d. Boiler-specific power requirements.
- 5. <u>Deliverable</u>. Our deliverable is a set of "For Construction" drawings and specifications. This also includes the following:
  - a. 50% and 90% stage Owner review drawings; all drawings are in AutoCAD.
  - b. Opinion of probable construction cost budget after the 50% drawing review.
  - c. Technical Specifications include bidding and contract "Front End" requirements. It is understood that we will collaborate with the City of Barre to develop the front end documentation. Specs are limited to the work scope.
  - d. Drawings are stamped by D&K staff professional engineers.
- 6. Contract Administration Phase. We will provide the following C/A services for this project:
  - a. Pre-Bid Meeting scheduling, direction, and Addendum management.
  - b. Bid receipt, bid result collation and bid award recommendation.
  - c. RFI responses (bid and construction phases).
  - d. Submittal reviews.
  - e. Site visits: We have allocated for (4) site visits total.
  - f. Punch List site visit with written report.
  - g. Observation of contractor's system start-up and functional testing.

## Fee and Schedule

Our Time and Expense hourly budget for the work is \$40,900.00 including expenses. Expenses will be invoiced with each monthly submission. Our rates and expenses are listed below; the budget may be divided as follows:

• Architect Allowance: \$7,200.00 (48 hours @ \$150 per hour Scott+Partners, Architects)

• Structural Allowance: \$3,840.00 (32 hours @ \$120.00 per hour)

Mechanical Allowance: \$12,540.00 (54 hours @ \$130.00 & 48 hours @ \$115 per hour)

• Electrical Allowance: \$4,600.00 (40 hours @ \$115.00 per hour)

Fire Protection Allowance: \$2,400.00 (16 hours @ \$150 per hour; Chase Engineering)
C/A Phase Allowance: \$8,320.00 (56 hours @ \$130.00 & 16 hours @ \$65 per hour)

• Expense Allowance: \$2,000.00 (all phases)

Schedule: Upon receipt of the Notice to Proceed (below), we will contact you to coordinate the site visit.



We anticipate that the work will require two months to complete. It is the intention of the project to design and bid the work as soon as possible to work towards the goal of having the new system completed and operational for the 2020-2021 heating season.

## **Exclusions and Understandings**

- 1. Existing drawings do not exist; we will develop drawings from scratch for our use.
- 2. This proposal is for steam boiler replacement; distribution throughout the building is not modified.
- 3. Two (2) existing heating zone valves and basement-level wiring shall be removed. The new system shall be designed as a single heating zone. New thermostatic non-electric zone valves for existing terminal units are installed by the Owner on an as-needed / as-determined basis.
- 4. Existing buried fuel oil tank and piping outside the building shall be removed by the Owner.
- After the 90% drawing review, the Owner shall establish extent of boiler system demo that shall be provided by the City. We will note work by the City on our documents based on your directives.
- Existing water, sanitary, and electrical services to the building and services outside the boiler room
  area shall remain without modification except for panel replacement work noted above.
- 7. Hazardous material testing for lead paint, asbestos or other materials is excluded.
- 8. We understand that the City will utilize an invitation to bid method with three (3) mechanical and/or general contractors. A general open / public bid process will not be used.
- Day-to-day oversite of the construction phase is by the City. Our site meetings are as noted above.
   Additional meetings are available as an additional service to the budgets presented in this proposal.

Additional Services: As mutually agreed to in writing.

Terms & Conditions: Terms are in accordance with D&K's standard terms and conditions as modified

for the City of Barre.

Proposal Acceptance: Proposal in effect until July 31, 2019 unless extended in writing.

Confidentiality: Proposal, including any attachments and recommendations, is to be treated as

confidential and proprietary information of DuBois & King, Inc.

DuBois & King, Inc. appreciates the opportunity to provide this proposal to you. Please contact me if you have any questions or need additional information.

Very truly yours,

Robert J. Favali

Vice President | Chief Operating Officer

## Proposal Accepted and Authorizes D&K to Proceed as Indicated:

Name:	Title:
Authorized Signature:	Date:



## **Schedule of Hourly Fees**

Personnel	Hourly Rate
Divisional Director, Vice President or Principal	\$160.00
Senior Project Manager	\$140.00
Senior MEP or Structural Engineer, P.E.	\$130.00
MEP or Structural Engineer, P.E.	\$115.00
MEP or Structural Engineer, E.I.	\$105.00
MEP or Structural Senior Designer	\$95.00
AutoCAD Technician	\$75.00
Administrative Support (All Disciplines)	\$65.00
Surveyor Services (2-Man Crew)	\$130.00
Professional Services Sub-Consultant	Direct Per Invoice

## Notes:

- 1. We structure each project team to provide the client with sufficient senior level oversight, quality assurance and control, while assigning the work among our team to realize the most efficient use of the project budget.
- 2. DuBois & King, Inc. is a multi-discipline professional services firm. Rates for Permitting, Survey, Civil/Site Engineering, and Landscape Architecture can be provided upon request.
- 3. Rates for Expert Witness Assistance are separately quoted upon written request.
- 4. Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1½) times the appropriate hourly rate as detailed above.

<u>REIMBURSABLE EXPENSES</u> and <u>OTHER DIRECT COSTS</u> including, but not limited to, the following items will be invoiced at cost plus an Administrative Fee of 12%:

- 1. Subsistence expenses (hotel, food, etc.).
- 2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
- 3. Long distance telephone calls and faxes.
- 4. Transportation to and from project meetings or job sites based on the current Internal Revenue Service standard mileage reimbursement rate for business travel.
- 5. The use of rental cars, trucks, boats, airplanes or other means of transportation.
- 6. Reproduction of drawings, reports, and documents.
- 7. Other direct materials and expenses



## CONTRACT TERMS AND CONDITIONS

SERVICES OF OTHERS: On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

**REIMBURSABLE EXPENSES:** Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; long distance telephone calls, telegrams and cables; transportation to and from projects; use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%.

**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

ON-SITE SERVICES DURING PROJECT CONSTRUCTION: Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

**RIGHT-OF-ENTRY:** Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

SCHEDULE OF FEES: DuBois & King, Inc., at its sole discretion, reserves the right to modify periodically the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to reflect more accurately the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

**ADDITIONAL SERVICES:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

**TAXES:** State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract, in accordance with any such fees or taxes.



**INVOICES:** Invoices may be submitted periodically, and not less than monthly, and are payable upon receipt. Interest of one and one-half percent (1-1/2%) per month will be payable on any amount not paid within thirty (30) days. Any attorney's fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc. reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

OWNERSHIP OF DOCUMENTS: All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

INSURANCE: DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

RISK ALLOCATION: In recognition of the relative risks and benefits of the Project to both the Client and DuBois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DuBois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit DuBois & King, Inc.'s professional liability, DuBois & King, Inc. agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

INDEMNIFICATION: DuBois & King, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by DuBois & King, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom DuBois & King, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DuBois & King, Inc., its officers, directors, employees and subconsultants (collectively, DuBois & King, Inc.) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor DuBois & King, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES: In no event shall DuBois & King, Inc. be liable to the Client or the Client to DuBois & King, Inc. for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or DuBois & King, Inc.



**STANDARD OF CARE:** In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other representations expressed or implied.

**OPINION OF PROBABLE COST:** DuBois & King, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions, and therefore does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client.

**DELAYS:** DuBois & King, Inc. is not responsible for delays caused by factors beyond DuBois & King, Inc.'s reasonable control. When such delays beyond DuBois & King, Inc.'s reasonable control occur, the Client agrees DuBois & King, Inc. is not responsible for damages, nor shall DuBois & King, Inc. be deemed to be in default of this Agreement.

THIRD PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or DuBois & King, Inc. DuBois & King, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and DuBois & King, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

**DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and DuBois & King, Inc. agree that all disputes between them arising out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and DuBois & King, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**TERMINATION**: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay DuBois & King, Inc. for all services rendered and all reimbursable costs incurred by DuBois & King, Inc. up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience, and without cause, upon giving DuBois & King, Inc. not less than seven (7) calendar days' written notice.

DuBois & King, Inc. may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or DuBois & King, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of DuBois & King, Inc., the Client shall pay DuBois & King, Inc., in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DuBois & King, Inc. in connection with the orderly termination of this Agreement, including, but not limited, to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.



ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

**SEVERABILITY:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**EXTENT OF AGREEMENT:** This Agreement comprises the final and complete agreement between the Client and DuBois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and DuBois & King, Inc.

**LEGAL JURISDICTION:** The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of Vermont in connection with all matters arising out of this contract. The parties agree that the courts of the State of Vermont shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

HR6 (01-19)



Note No. 185937450 \$1,700,000.00

## CITY OF BARRE 6 N. MAIN STREET, SUITE 6, P.O. BOX 418 BARRE, VT 05641

## BOND ANTICIPATION NOTE

Date: April 21, 2020

On the 21st day of April, 2021, for value received, the City of Barre promises to pay to the COMMUNITY NATIONAL BANK, or order, the principal sum of One million seven hundred thousand dollars and 00/100 \$1,700,000.00

Or such part thereof as may be advanced hereunder in accordance with a Line of Credit Agreement of even date, the terms of which are incorporated herein by reference thereto, with interest at the rate of 1.59% per annum, calculated on a 365/365 day basis, meaning that the ratio of the annual interest rate over a year of 365 days is multiplied by the actual number of days the principal balance is outstanding from the date of each advance hereunder, with principal and interest payable in lawful money of the United States at the Main Office of COMMUNITY NATIONAL BANK, in the Town of Derby, Vermont.

This note is issued for equipment needs and infrastructure projects and is authorized by resolution of the City of Barre voters and Select Board and duly adopted on March 3, 2020, the terms of which are incorporated herein by reference thereto.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this note have been done, have happened and have been performed in regular and due form as required by law, and that the full faith and credit of the said City of Barre are hereby irrevocably pledged for the payment of this note, as well as the interest at the above specified rate.

	By
Treasurer	Select Board or a majority thereof

City of Barre	Community National Bank 4811 U.S. Rte 5 Newport, VT 05855	Line of Credit No. 185937450
6 N. Main Street, Suite 6 P.O. Box 418	Thempore, vi vouco	Date: April 21, 2020
Barre, VT 05641		Max. Credit Amt.
Borrower's Name & Address "I" includes each borrower above,	Lender's Name and Address "You" means the lender, its successors	\$1,700,000.00
jointly and severally.	and assigns	<b>Loan Ref. No.</b> 185937450

You have extended to me a line of credit in the Amount of: One million seven hundred thousand dollars and no/100 (\$1,700,000.00)

You will make loans to me from time to time until 2:30 PM on April 21, 2021.

Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced, according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement; whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

<ol> <li>AMOUNT: This line of credit i</li> </ol>	11 1S	credi	OI.	nne	I nis	IOUNI:	I. AMU	I
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- X OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
  - a. I have borrowed the maximum amount available to me;
  - b. This line of credit has expired;
  - c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
  - d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;

	DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed
Subject to	the obligatory or discretionary limitations above, this line of credit is:
X	OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.  CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on April 21, 2020, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows:

3.	RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:
2	Resolution Non-Arbitrage Certificate IRS Form #8038-G
4.	REMEDIES: If I am in default on the note(s) you may:  a. take any action as provided in the related documents;  b. without notice to me, terminate this line of credit.  By selecting any of these remedies you do not give up your right to later use any other remedy.  By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.
5.	COSTS AND FEES: If you hire an attorney to enforce this agreement, I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.
6.	COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:  a. maintain books and records of my operations relating to the need for this line of credit;  b. permit you or any of your representatives to inspect and/or copy these records;  c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;  d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;  e
7.	NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.
8.	MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.
SIGNA	TURES: I agree to the terms of this line of credit. I have received a copy on today's date.
City of By: Sel	Barre ect Board
FOR TI	HE LENDER: Community National Bank
By: Title: V	Vice President
1985 BAI	NKERS SYSTEMS INC. FORM LCA 5/2/91

## CITY OF BARRE 6 N. MAIN STREET, SUITE 6, P.O. BOX 418 BARRE, VT 05641

## NON-ARBITRAGE AND USE OF PROCEEDS CERTIFICATE

## BOND ANTICIPATION BORROWING

We, the Treasurer and at least a majority of the Select Board of the City of Barre, Vermont (the "Issuer"), hereby certify and represent as follows with respect to the \$1,700,000.00 Bond Anticipation Note Number 185937450 of the Issuer (the "Note"), which Note is dated April 21, 2020, and is payable as therein set forth:

- 1. The Issuer is issuing and delivering the Note simultaneously with the delivery of this Certificate.
- 2. We are the Officers of the Issuer charged by law with the responsibility for issuing the Note.
- 3. The Note is being issued for equipment needs and infrastructure projects.
- 4. The entire amount borrowed by the issuance of the Note in anticipation of the receipt of taxes, together with all of such, if any, amounts previously raised or borrowed for the same purpose, does not exceed ninety percent (90%) of taxes levied and assessed by or on behalf of the Issuer for the purpose of funding approved budget expenditures of the issuer for the fiscal period set out in Section (3). The amount borrowed by the issuance of the Note to pay current expenses does not exceed anticipated legitimate governmental expenditures for which the Issuer is responsible. All of the proceeds of the Note are expected to be needed and expended for such approved expenses of the Issuer within twelve (12) months from the date of the Note.
- 5. Payment of the expenses financed by the Note is expected to proceed hereafter with due diligence.
- 6. Any real and personal property, acquisition of which has been financed by the Note, has not been and is not expected during the life of the Note to be sold or otherwise disposed of for consideration.
- 7. It is expected that any earnings or net profit derived from investment or deposit of the proceeds of the Note, including transferred proceeds, any accrued interest received upon sale of the Note, and any premium received on the delivery thereof, will by expended for governmental purposes within the period stated in paragraph (4) above.
- 8. The Issuer has not created and does not expect to create or establish any debt service funds, bond payment reserve sinking fund, or other similar fund pledged to the payment of the Note or from which it is expected that payment of the Note would be made.

- 9. To the best of our knowledge, information and belief, the above expectations are reasonable.
- 10. The Issuer has not been notified of any action by the Commissioner of Internal Revenue to disqualify it as an issuer whose arbitrage certificates may be relied upon.
- 11. No part of the proceeds derived from the issuance and sale of the Note, nor the expenditures financed by the proceeds of the Note, shall be:
  - A. Used, loaned or otherwise made available to any person or other entity, other than the Issuer or a governmental body, so as to cause the Note to be classified as "private activity bonds", as that term is defined under Section 141 of the Internal Revenue Code of 1986;
  - B. Used directly or indirectly in a trade or business by any person other than the Issuer or another governmental entity;
  - C. Loaned to any person directly or indirectly other than the Issuer;
  - D. The subject of any contract, lease or agreement of any sort having a term of one year or more and calling for the payment by the Issuer of consideration other than a flat fee;
  - E. Expended to finance the construction, alteration or renovation of any improvement the use, occupancy, availability or beneficial enjoyment of which shall be restricted among public users thereof or for which preferential, different or unique fees, rates, assessments or charges shall be levied;
  - F. Invested in such a manner or for such a period or at a yield to result in the rebate of interest earnings thereon to the United States under any public law now or hereafter in effect.
- 12. The Issuer shall create and maintain records and books of account with respect to the Note and the expenditures financed by the proceeds thereof.
- 13. The Issuer shall furnish to the United States, or any agency, department or instrumentality thereof, in a timely fashion, such information as may be required by law with respect to all evidences of debt now or hereafter issued by the Issuer.
- 14. Neither the proceeds of the Note, nor the earnings derived from the investment thereof, shall be expended for the purpose of paying any costs associated with the issuance of the Note(s).
- 15. The Note will not be refunded or otherwise paid, defeased or secured by the proceeds of any form of debt issued by the Issuer, unless the manner of such payment, refunding or security ensures that interest paid on the Note continues to be excludable from the gross income of the recipient thereof for federal and state income tax purposes.
- 16. The proceeds of the Note shall not be invested for a period or at a yield so as to render the interest payable on the Note includable in the gross income of the holder(s) thereof.

- 17. The proceeds of the Note will not be used in a manner that will cause the Note to be arbitrage bonds or private activity bonds within the meaning of Sections 103©, and 141 and 148(a) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated there under.
- 18. The aggregate principal amount of the Note is not greater than the maximum anticipated cumulative cash flow deficit which has been computed in accordance with the Regulations identified in paragraph (17) hereof.
- 19. This Certificate is executed and is being delivered pursuant to Treasury Regulations Section 1.148-2(b)(2)(i).
- 20. The Issuer hereby designates the Note as a "qualified tax exempt obligation" under Section 265(b) of the Internal Revenue Code of 1986, as amended.

Dated: April 21, 2020

City of Barre By:

Treasurer

Select Board or a
Majority Thereof

## CITY OF BARRE 6 N. MAIN STREET, SUITE 6, P.O. BOX 418 BARRE, VT 05641

## **RESOLUTION #2020-02**

## **BOND ANTICIPATION NOTE**

On the 3<sup>rd</sup> day of March, 2020, at a duly warned meeting of the town annual meeting of the City of Barre, in the County of Washington, and State of Vermont, the following action was taken:

Upon Motion duly made and seconded, it was approved that the City of Barre borrow an amount not exceeding \$1,700,000.00 from Community National Bank, with its main office at the Town of Derby, County of Orleans and State of Vermont. It was further resolved that said borrowing shall be for the purpose of equipment needs and infrastructure projects incurred in the provision and delivery of governmental services by the City of Barre.

It was further resolved that the Treasurer and at least a majority of the Board of Selectmen of the City of Barre shall have the authority to act on behalf of the City of Barre in executing any notes or other documents as may be required to consummate the loan transaction contemplated by this resolution. It was further resolved that the City of Barre shall be bound by the terms and conditions of such Notes or other documents.

Dated this 21st day of April, 2020.

ATTEST:	By:	
	Člerk	

# For Discussion on Tuesday, APRIL 21, 2020

## Chapter 9 --- JUNKYARDS Salvage yYards

### Sec. 9-1. Authority.

Under the Authority granted in 24 V.S.A. §2291 and the Council of the City of Barre hereby ordains the following civil ordinance pertaining to salvage yards, junk and junk motor vehicles.

## Sec. 9-2. Purpose.

The purpose of this ordinance is to protect, preserve and promote the health, safety and welfare of all citizens of the City of Barre through the establishments of enforceable standards for the regulation of salvage yards, accumulation of junk and junk motor vehicles under this ordinance.

### Sec. 9-3. Applicability.

Unless specifically exempted in this Ordinance, all salvage yards within the City of Barre require local, state and federal permits and approvals in accordance with this Ordinance.

## Sec. 9-4. Relationship with Other Laws or Regulations.

- a. If any provision of this Ordinance is more restrictive than any other law or regulation, the provision of this Ordinance will apply and take precedence.
- b. If any provision of another law, regulation or code is more restrictive than this Ordinance, the provision of this Ordinance will be superseded and the more restrictive provision shall apply.

### Sec. 9-5. Severability.

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

#### Sec. 9-6. Effective Date.

Amendments to this Ordinance shall be effective fourteen (14) calendar days after the adoption (by majority vote of City Council) and shall remain in effect until repealed or amended in accordance with the Barre City Charter (Sec. 107 and 108).

#### Sec. 9-17. -Definitions.

- a. **Abandon**: means to leave without claimed ownership for 30 consecutive days or more.
- b. **Camping Unit**: means any camper, travel trailer, RV, motor home, pop-up camper, cabin, lean-to, tent, etc.

- c. **Household Appliance**: meaning incudes but is not limited to any water pump, power tool, clothes washing machine, clothes dryer, dishwasher, refrigerator, stove, range or similar.
- d. **Junk**: Old or discarded scrap copper, brass, iron, steel, and other old or scrap or nonferrous material, including but not limited to tires, household appliances, furniture, rope, rags, batteries, glass, rubber debris, waste, trash, construction debris, plumbing fixtures, or any discarded, dismantled, wrecked, scrapped, or ruined motor vehicles or motor vehicle parts.
- e. **Junk Motor Vehicle**: means an unusable, discarded, dismantled, wrecked, scrapped, or ruined motor vehicle or motor vehicle parts; a motor vehicle other than an on-premise utility vehicle which is allowed to remain unregistered or uninspected for a period of 90 days. It also means a camping unit not placed for storage, not connected to the city water/sewer system and does not meet the standards found in the Barre City Unified Development Ordinance for Camping as an Accessory Use.
- f. **Motor Vehicle**: means any usable vehicle or conveyance propelled or drawn by power other than muscular power, including trailers, used to transport people, animals, goods or materials. Functional vehicles and equipment used for construction operations are excluded from this definition.

A single, usable, but either unregistered and/or uninspected motor vehicle, or a single, unusable motor vehicle is permitted, and must conform to the Barre City Chapter 21 – Regulations of Vehicles Permitted on Private Property.

- g. **Outdoor Storage**: means the keeping of any merchandise, goods, materials, vehicles, equipment, junk or waste in an unenclosed area and in the same place for more than 24 hours. This definition excludes a repair service or contractor's yard, provided they meet the Barre City Unified Development Ordinance.
- h. A-S"junkyardsalvage Yyard: formerly known as a Junkyard, is defined as shall include any business and any place of outdoor storage or deposit, that is maintained, operated or used in connection with a business for storing, keeping, processing, buying or selling junk or as a scrap metal processing facility.

A Salvage Yard is also any place of outdoor storage or deposit of materials, <u>not</u> in connection with a business, that is maintained or used for the storing or keeping junk equal in bulk to one (1) cubic yard or more; any junk motor vehicle; or , whether in connection with another a business or not, where discarded or waste materials which include one or more of the following items, i.e., old paper, rags, glass, wood, or metals any or all of which shall equal in bulk to to ½ one ton or more, and or two (2) or more unusable motor vehicles that have been are either or both uninspected or unregistered for at least 12 months, or two (2) or more unusable motor vehicles both uninspected and unregistered for at least 12 months are visible from any portion of a traveled way.

i. **Traveled Way**: means any portion of a public highway designed for the movement of a motor vehicle, contiguous to the traveled portion of the roadway.

j. Unusable: a motor vehicle that cannot be used because it is broken or unsafe.

## Sec. 9-8. Requirements.

- a. , motor vehicles or parts thereofof motor vehicles, the sum total of which parts shall equal in bulk two (2) or more motor vehicles are stored.;
- A Single, Usable, but either unregistered and or uninspected Motor vehicle, or a Single, unusable motor vehicle is permitted, but must conform to Chapter 21—REGULATIONS OF VEHICLES PERMITTED ON PRIVATE PROPERTYnone of
- One additional vehicle that is either unregistered or un inspectable, or one additional vehiclethat is both unregistered and un-inspectable per property shall be permitted to be storetemporarily outside for a maximum of three months, and a three-month vehicle storage permit is obtained from the City of Barre.but This vehicle must conform to Chapter 21—REGULATIONS OF VEHICLES PERMITTED ON PRIVATE PROPERTY
- which items are considered usable for the purpose intended in their manufactured or original state, and all or part are displayed to the public view and are collected or held or kept for the purpose of using parts thereof in furtherance of anyone's business, or offered for sale in whole or in part for any purpose. No salvage yard may be within 500 feet of any park, playground, place of worship, school or municipal building, or other places of public gatherings and must comply with all applicable zoningUnified Development laws.
- b. It shall be unlawful to place, discard, or abandon junk or junk motor vehicles anywhere visible from the traveled way of a highway or town road, or abutting landowner. Any item(s) so placed, discarded or abandoned is hereby declared a public nuisance.
- c. It shall be unlawful to place, discard, or abandon junk or junk motor vehicles upon the land of another with or without the consent of the owner, when such items are visible from the traveled way of a highway or town road, or abutting landowner. Any item(s) so placed, discarded or abandoned is hereby declared a public nuisance.
- d. Any person or business wishing to operate a salvage yard within the City of Barre must obtain a Certificate of Approved Location from the City Council, prior to applying for a State of Vermont Agency of Natural Resources Salvage Yard Permit (required).
  - 1. **Certificate of Approved Location**: an application for a Certificate of Approved Location shall be made in writing to the City Council through the City Manager. Said application shall contain the following:
    - i. A description of the land to be included within the salvage yard, which shall be by reference to so-called permanent boundary markers.
    - ii. A certificate from the Development Review Board that the proposed location is not within an established district restricted against such uses or otherwise contrary to the Unified Development Ordinance. The procedures to be followed after this

application is made are those specified in 24 V.S.A. Chapter 61, Subchapter 10 *Salvage Yards* (24 V.S.A. §2251-2256, as from time to time amended).

- 2. **State Salvage Yard License**: The procedures for obtaining a salvage yard license from the State of Vermont Agency of Natural Resources are those specified in 24 V.S.A. §2261-2264, as from time to time amended.
- e. Once the State Salvage Yard License is obtained, a City License is required.
- f. A Salvage Yard shall be effectively screened from public view by an artificial means such as a fence at least eight (8) feet in height. Said fence shall be used for screening purposes, and shall have a gate which shall be closed after business hours. Fencing shall be maintained neatly and in good repair, and shall not be used for advertising signs or other displays that are visible from the traveled way. Any junk or junk motor vehicles stored in the salvage yard shall be kept within the fenced enclosure, except while being transported to and from the yard. All wrecking or other work on the junk or junk motor vehicles shall be accomplished within the fencing. Failure to provide screening as required herein shall be considered a violation of this Ordinance.
- g. All other applicable local, state and federal regulations as required must be complied with. Local requirements include but are not limited to a Council Approved Location Certificate, license, and zoning permit. State environmental regulations shall include but are not limited to stormwater management, hazardous waste management, solid waste management, wastewater and drinking water regulations, water quality and wetland regulations, and air pollution control regulations. Federal EPA laws and regulation may also apply.

### Sec. 9-29. License -- Required; feeFee.

NoA person shall not establish -a-a new, or enlarge a current salvage yardjunkyard or business, unless he shall first obtain -without City Councilthe application and -approval and-payment of a City license fee through the City Clerk's office.approval therefor from the council. All salvage yards require an A-a licenseannual license. Salvage yard licenses will be reviewed for renewal yearly by the Ceity Ceouncil.—shall be necessary, notwithstanding the approval or lack of approval for the existence of such a business by the board of adjustment. Upon the issuance of the license, the licensee shall pay a fee to the city treasurer, and annually thereafter on the first of February of each year.—The fees for new or renewed for the license permit and annual renewal shall be designated by the eity-City council council and upon adoption of the rates, the Ceouncil shall publish in the local newspaper the rate change thirty (30) days prior to the effective date of the rate change.

The purpose of the fees shall be for paying the cost of periodic inspection of the premises where said business is maintained, which inspection shall be done by the zoning administrator. (Ord. No. 1983-1, 1-13-83, Ord. No. 2005-1, 08-18-05)

Sec. 9-310. License Same--Application procedure Procedure; Hhearing by City Ceouncil.

- a. Upon receipt of an application for or renewal of such license, the council City Council shall assign a day for a hearing thereon to be held not less than two (2) nor more than four (4) weeks from the date of acceptance of the application by the Ceity Celerk's office.thereof, at some designated place in the city
- b. Notice shall be given by publication in a newspaper of general circulation in the City, or in such other manner of publication as acceptable in State law, at least once, together with a notice of the time and place when and where there will be public hearing for consideration. The publication shall be not less than seven (7) days prior to the date of the public hearing. The cost of the publication and any expenses related to the hearing may be borne of the applicant.
- c. Notice of hearing shall be given the applicant. Others shall be notified by publication in the Barre Daily Times or some other newspaper circulating within the city not less than seven (7) days before the date of such hearing. A license shall not be issued -unless the City Ceouncil shall finds, after such hearing, that no unreasonable depreciation of surrounding -property would ensue from the continuation, establishment or enlargement of such salvage yard, and the applicant has obtained all necessary local and state permits and licenses. junkyard or business, and that in their judgement the best interest of the community requires the operation of such junkyard or business at the location designated. In awarding such license the council shall take into account applicable zoning laws, the proximity of schools, churches, or other places of public gathering, sufficiency in number of other similar places in the city, and the suitability of the applicant to receive such license. Each applicant shall pay the cost of publication and expenses of such hearing to the treasurer of the municipality upon receipt of notice of the total cost.

### Sec. 9-114. Application Approval or Denial; Appeals.

- a. After the hearing the City Council shall, within 30 days, make a finding as to whether or not the application should be granted, giving notice of their finding to the applicant by mail, postage prepaid, to the address given on the application.
- b. If approved, the Certificate of Approved Location shall be issued for a period not to exceed five years and shall contain at a minimum the following conditions:
  - 1. conditions requiring compliance with the screening and fencing requirements of Sec. 9-4(f) of this Ordinance;
  - 2. approval shall be personal to the applicant and not assignable;
  - 3. conditions that the City Council deems appropriate to ensure that considerations of 24 V.S.A.§ 2254 *Aesthetic, environmental, and community welfare considerations* have been met;

- 4. any other condition that the City Council deems appropriate to ensure the protection of public health, the environment, or safety or to ensure protection from nuisance conditions
- c. Certificates of Approved Location shall be renewed thereafter for successive periods of not more than five years upon payment of the renewal fee without hearing, provided all provisions of this Ordinance are complied with during the preceding period, and the salvage yard does not become a public nuisance under the common law.
- d. Any person may appeal the issuance or denial of a Certificate of Approved Location to the Environmental Division within 30 days of the decision.

Any person aggrieved by the action taken by the council may appeal to the county court in the same manner as is provided for appeals from the decision of selectmen in laying out and discontinuing highways. Upon such appeal the court shall make such order in relation to the action appealed from as it may deem equitable.

# Sec. 9-512. Violation Enforcement, ; pPenalty; appeals.

For the purpose of this ordinance, the property owner shall be considered the violator.

- a. Any junk and/or junk motor vehicle discovered in violation of this Ordinance shall be removed by owner of the land upon which it is discovered, regardless of who owns the junk, or the title to the junk vehicle(s).
- b. Such notice shall be served as a written "Notice of Violation" to any person believed to be in violation of any provision of this Ordinance, and shall be recorded in the municipal land records.
  - 1. Such Notice shall provide 30 days for removal of junk and/or junk motor vehicles; it shall list a compliance date for which the violation shall be cured. No fines or penalties shall be levied if the violation is corrected during this 30-day period to the satisfaction of the enforcement officer.
  - 2. The written warning shall be hand delivered or mailed by US First Class Mail, return receipt to the listed owner of the property. If the Notice cannot be delivered or return receipt is rejected, the Notice shall be posted in a conspicuous place on the property.
  - 3. When a Notice of Violation is cured to the satisfaction of the enforcement officer, the officer shall record an order of removal or cancellation in the municipal land records.
- c. If, after the expiration of the above 30-day notice period to remove an illegally stored material, and the violator has not complied with the Notice to the satisfaction of the violation of this ordinance, a Municipal Complaint shall be issued and pursue enforcement before the Judicial Bureau in accordance with the provisions of 24, V.S.A., Sec. 1974a and 1977 as prescribed below.

- 1. First offense. A first offence of this ordinance shall be punishable by a fine of \$150.00. The waiver fine shall be \$100.00
- 2. Second and subsequent offenses. Any second or subsequent offenses of the same provision of the bylaws within a 12-month period shall be punishable by a fine of \$200.00. The waiver fine shall be \$150.00.
- 3. Each day that a violation continues after the initial seven (7) days' notice shall constitute a separate offense.
  - 4. The Enforcement Officer may notify the City Attorney of the violations, who may then take action in Superior Court seeking injunctive relief with penalties as prescribed by law.

A violation of this ordinance shall be a civil matter and subject to penalties in accordance with the provisions of Title 24, V.S.A., Sec. 1974a and 1977.

For identifiable vehicular violations see Chapter 21 REGULATIONS OF VEHICLES PERMITTED ON PRIVATE PROPERTY section 21-6 for penalties.

A person who violates any provision of this ordinance shall be fined not more than one hundred dollars (\$100.00) and not less than ten dollars (\$10.00). For the purpose of this ordinance, the property owner shall be considered the violator. 5. For the purposes of enforcement in the Judicial Bureau, the City's Code Enforcement Office shall be designated at the enforcement officer(s), and shall issue tickets any may be the appearing officer at any hearing.

<u></u>---d.

The enforcement officer shall issue a written "Notice of Violation" to any person believed to be in violation of any provision of these regulations and shall provide 30 days for removal of the illegally salvaged material. No fines or penalties shall be levied if the violation is corrected during this 30 day period. The written warning may be hand delivered or mailed by US First Class Mail to the listed owner of the property.

After the expiration of the above 30 day notice period to remove an illegally stored material, violation of this ordinance shall be punishable by Title 24, V.S.A., Sec. 1974a and 1977.

- a fine of no more than \$50.00 per day and not less than \$10.00 per day not to exceed \$1500.00. If, after 60 days from the date of the Nnotice of violation, the violation remains, the City of Barre or its designee shall undertake removal of the salvage material with cost of removal and or storage to be levied as an additional fine against violator.
- e. An appeal of a Notice of Violation can be done by sending a written notice from the violator to the Chief Inspector, along with any documentation chosen to be sent.
  - 1. Written notice of appeal shall be submitted to the Chief Inspector within ten (10) business days of the date of the Notice of Violation.

- 2. The Chief Inspector shall review the appeal and all related documentation and make a written determination within twenty (20) business days of receipt of an appeal;
- 3. Any person aggrieved by any decision of the Chief Inspector may appeal a decision by instituting relief in Superior Court under V.R.C.P. 74.

## For Discussion on Tuesday, APRIL 21, 2020

### **Chapter 21 – REGULATIONS OF VEHICLES PERMITTED ON PRIVATE PROPERTY**

## Sec. 21-1. Authority.

Under authority granted in 24 V.S.A. Chapter 123-§2291 and the City Council of the City of Barre hereby ordains the following civil ordinance regulating vehicles permitted on private property.

# Sec. 21-2. Purpose.

The purpose of this ordinance is to protect, preserve and promote the health, safety, and welfare of all citizens of the City of Barre through establishment of enforceable standards for storage of vehicles. The intent of this ordinance is to establish minimum standards for safe and reasonable storage of vehicles on private property.

### Sec. 21-3. Definitions.

For the purposes of this chapter, the following words shall have the meanings indicated:

- a. **Hazard-free condition**: A condition which shall include, but not be limited to, the following:
  - 1. Vehicles stored with tires in place, or with adequate blocks under the vehicle frame.
  - 2. Vehicles stored without any leaking gas or without any other leaking automotive fluids.
  - 3. Vehicles without any exposed sharp metal or glass edges.
  - 4. Vehicles not used for storage of waste or refuse as defined elsewhere in the Code of Ordinances of the City of Barre.
- b. Car Cover: A cover manufactured for the sole purpose of covering a vehicle.
- c. **Junk Motor Vehicle**: means an unusable, undrivable, discarded, dismantled, wrecked, scrapped, or ruined motor vehicle or motor vehicle parts; a motor vehicle other than an on premise utility vehicle which is allowed to remain unregistered or uninspected for a period of 90 days. It also means a camping unit not placed for storage, not connected to the city water/sewer system and does not meet the standards found in the Barre City Unified Development Ordinance for Camping as an Accessory Use.
- e. d. Vacant Parcel: A parcel of land without any buildings on the parcel.
  - e. **Motor Vehicle**: A motor vehicle as defined by the Vermont State Motor Vehicle Code, V.S.A. 23.means any drivable and usable vehicle or conveyance propelled or drawn by power other than muscular power, including trailers, used to transport people, animals, good or materials. Functional vehicles and equipment used for construction operations are excluded from this definition. See also 24 V.S.A. §4.

- f. **Unregistered**: means any usable motor vehicle that does not have, or has an expired State of Vermont Department of Motor Vehicles registration sticker.
- g. **Uninspectable**: means any unusable motor vehicle which cannot properly registered with the Department of Motor Vehicles.
- d. i. **Uninspected**: means any usable motor vehicle that has an expired, out of date Vermont Department of Motor Vehicles registration sticker.

## Sec. 21-4. Regulations of vehicles permitted on private property.

All motor vehicles, as defined by the Vermont State Motor Vehicle Code, V.S.A. 23, on private property shall be registered and inspectedable. One (1) motor A-vehicle that is either, or both unregistered or uninspected is allowed on private propertyable, or a vehicle that is both unregistered and uninspectable, and may be stored outdoors subject to the following conditions:

- a. Motor vehicles of any condition may be stored inside an enclosed building.
- b. One vehicle that is either unregistered or uninspectable, or one vehicle that is both unregistered and uninspectable per property shall be permitted to be stored outside with the following conditions:
  - 1. The property is not a vacant parcel.
    - c. The motor vehicle is stored in a hazard-free condition.
  - 2. d. The motor vehicle is not on jacks or blocks, or missing complete body parts.
  - 3. d. The vehicle is covered with a car cover if the vehicle lacks any exterior body parts.
  - 4. e. The property owner has granted written permission for the vehicle to be stored on the
  - 5. property, and can produce a copy of the written permission upon request by the enforcement officer.
  - fe. One additional vehicle that is either, or both unregistered or uninspectedable, or one additional vehicle that is both unregistered and uninspectable per property shall be permitted to be stored temporarily outside with the following conditions:
    - 1. The property is not a vacant parcel.
    - 2. The vehicle is stored in a hazard-free condition.
    - 3. The vehicle is covered with a car cover if the vehicle lacks any exterior body parts.

- 4. The property owner has granted written permission for the vehicle to be stored on the property.
- 5. The vehicle is stored for not more than three months.
- 6. A three-month Motor Vvehicle Sstorage Ppermit is obtained from the City of Barre for the additional motor vehicle. No more than two three-month vehicle storage permits may be obtained during any twelve (12) month period for any one property.
- gd. Within a junkyardSalvage Yard, as defined by Chapter 9 Salvage Yard Ordinance, any junk motor vehicle, including any uninspectable motor vehicle on the property is subject to such Ordinancethe Barre City Zoning Ordinance, motor vehicles are permitted to be stored in accordance with the City of Barre and State of Vermont junkyard regulations and in accordance with any conditions made part of the approval by the City and/or State.
- h. If two (2) or more unusable, motor vehicles are either or both unregistered or uninspected for at least twelve (12) months, visible from any portion of a traveled way, and does not hold any Storage Permit shall be considered a Salvage Yard and subject to Chapter 9 Salvage Yard Ordinance requirements, penalties and enforcement.
- e. Unregistered and/or uninspectable-uninspected motor vehicles located on the property of a motor vehicle repair facility, motor vehicle maintenance facility, auto body shop, auto detail shop, gasoline sales/automotive repair or a vehicle sales/service, as such used are defined by the Barre City Zoning Ordinance, are permitted to be stored for not more than ninety (90) days.
- f. One motor vehicle that is either, or both unregistered or uninspectedable, or one vehicle that is both unregistered or uninspectable, is permitted to be sold on a vacant parcel when:
  - 1. The vehicle is not for sale for more than six months.
  - 2. The property owner has granted written permission for the motor vehicle to be stored and sold on the vacant parcel, and can produce a copy of the written permission upon request by the enforcement officer.
  - 3. The motor vehicle is stored in a hazard-free condition.
  - 4. No more than two such motor vehicles per year are sold on the vacant lot in any 365 consecutive days.
- g. Storage trailers, as defined by the Vermont Motor Vehicle Code, V.S.A. 23, are permitted when they are an accessory use to a commercial business located in the Mixed Use District 3 (MU-3), Urban Core Districts 2 and 3 (UC-2, UC-3) and the Industrial Commercial, Commercial/Industrial zones as delineated by the Barre City Zoning Unified Development Ordinance.

#### Sec. 21-5. Fees.

The fee for storage permits shall be established by resolution of City Council.

### Sec. 21-6. Enforcement; Penalties.

A violation of this ordinance shall be a civil matter and subject to penalties in accordance with the provisions of Title 24, V.S.A., Sec. 1974a and 1977.

For the purpose of this ordinance, the property owner shall be considered the violator.

- a. For the purpose of this ordinance, violators of this ordinance shall be considered the last known owner of vehicleproperty owner where the motor vehicle(s) is improperly stored. The property owner shall also be considered the violator if the property owner does not grant permission for the enforcement officer to enter onto a property for the sole purpose of inspecting and determining ownership of a possible illegally stored vehicle.
- b. Such notice shall be served as a written "Notice of Violation" to any person believed to be in violation of any provision of this Ordinance, and shall be recorded in the municipal land records.
  - 1. Such Notice shall provide 30 days for removal of improperly stored motor vehicles; it shall list a compliance date for which the violation shall be cured. No fines or penalties shall be levied if the violation is corrected during this 30-day period to the satisfaction of the enforcement officer.
  - 2. The written warning shall be hand delivered or mailed by US First Class Mail, return receipt to the listed owner of the property. If the Notice cannot be delivered or return receipt is rejected, the Notice shall be posted in a conspicuous place on the property.
  - 3. When a Notice of Violation is cured to the satisfaction of the enforcement officer, the officer shall record an order of removal or cancellation in the municipal land records.
- c. If, after the expiration of the above 30-day notice period to remove an improperly stored motor vehicle, and the violator has not complied with the Notice to the satisfaction of the violation of this ordinance, a Municipal Complaint shall be issued and pursue enforcement before the Judicial Bureau in accordance with the provisions of 24, V.S.A., Sec. 1974a and 1977 as prescribed below.
  - 1. First offense. A first offence of this ordinance shall be punishable by a fine of \$150.00. The waiver fine shall be \$100.00
  - 2. Second and subsequent offenses. Any second offense of the same provision of the bylaws within a 12-month period shall be punishable by a fine of \$250.00. The waiver fine shall be \$200.00.

- 3. Each subsequent offense shall be deemed a civil violation and shall be punishable by a fine of \$500. The waiver fine shall be \$400.
- 4. Each day that a violation continues after the initial seven (7) days' notice shall constitute a separate offense.
- 5. The Enforcement Officer may notify the City Attorney of the violations, who may then take action in Superior Court seeking injunctive relief with penalties as prescribed by law.
- 6. For the purposes of enforcement in the Judicial Bureau, the City's Code Enforcement Office shall be designated at the enforcement officer(s), and shall issue tickets any may be the appearing officer at any hearing.
- d. If, after 60 days from the date of the Notice of Violation, the violation remains, the City of Barre or its designee shall undertake removal of the improperly stored vehicle(s) with cost of removal and or storage to be levied as an additional fine against violator.
- e. An appeal of a Notice of Violation can be done by sending a written notice from the violator to the Chief Inspector, along with any documentation chosen to be sent.
  - 1. Written notice of appeal shall be submitted to the Chief Inspector within ten (10) business days of the date of the Notice of Violation.
  - 2. The Chief Inspector shall review the appeal and all related documentation and make a written determination within twenty (20) business days of receipt of an appeal;
- 3. Any person aggrieved by any decision of the Chief Inspector may appeal a decision by instituting relief in Superior Court under V.R.C.P. 74.
  - a. For the purpose of this ordinance, violators of this ordinance shall be considered the last known owner of vehicle. The property owner shall be considered the violator if the property owner does not grant permission for the enforcement officer to enter onto a property for the sole purpose of inspecting and determining ownership of a possible illegally stored vehicle.
  - b. When a vehicle is illegally stored the enforcement officer shall issue a written "Notice of Violation" to any person believed to be in violation of any provision of these regulations and shall provide seven days for removal of the illegally stored vehicle. No fines or penalties shall be levied if the violation is corrected during this seven day period. The written warning may be hand delivered or mailed by US First Class Mail to the last known registered owner of said vehicle or in the case of refusal to allow inspection to the listed owner of the property.
  - c. After the expiration of the above seven day notice period to remove an illegally stored

vehicle, violation of this ordinance shall be punishable by a fine of \$50.00 per day not to exceed \$250.00, with a waiver fee of \$25.00 per day not to exceed \$125.00. If, after twelve days from the date of the notice of violation, the violation remains, the City of Barre or its designee shall undertake removal of the vehicle with cost of removal and storage to be levied as an additional fine against violator.

- d. When an owner does not grant permission for the enforcement officer to enter onto a property in order to determine vehicle ownership, the enforcement officer shall issue a written "Notice of Violation", as outlined in part 2 of this section, to the owner and shall provide seven days for the owner to grant permission to the enforcement officer to enter onto said property. No fines or penalties shall be levied if permission is granted to enter onto the property during this seven day period.
- e. After the expiration of the above seven day notice period to grant permission to the enforcement officer to enter onto a property in order to determine vehicle ownership, violation of this ordinance shall be punishable by a fine of \$50.00 per day, with a waiver fee of \$25.00 per day, not to expire until the owner grants permission for the enforcement officer to enter onto said property.

### Sec. 21-7. Enforcement.

The City Manager, Building Inspector, Code Enforcement Officer, or any certified Vermont Law Enforcement officer shall be the designated enforcement officers of this ordinance. They shall issue complaints and may be appearing officers at any hearing.

### Sec. 21-87. Severability.

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

#### Sec. 21-98. Effective Date.

This ordinance shall become effective twenty-fourteen (2014) days after its adoption by the Barre City Council after the adoption (by a majority vote of the City Council) and shall remain in effect until repealed or amended, in accordance with the Barre City Charter (sec. 107 and 108)and publication in the Times Argus. If a petition is filed under 24 V.S.A. 1973, the taking effect of this ordinance shall be governed by that statute. (Ord. No. 2004-2, 11-21-04)