



City of Barre, Vermont

February 9, 2023, 5:30 PM

Regular Meeting of the
Planning Commission

Venue Options:

Council Chambers, City Hall

Zoom <https://us06web.zoom.us/j/86314288667?pwd=ZFM0aXpuUHhCUW9XM0lNbU9tMmZ0QT09>

Meeting ID: 863 1428 8667 Passcode: 346405

Phone: 1 (929) 205-6099 US (New York – Long distance rates will apply)

Agenda

1. Call to order - 5:30 PM
2. Adjustments to the agenda
3. Approval of minutes
 1. November 10, 2022 [view draft minutes](#) Page 2
4. Public comment (for something not on the agenda)
5. New business
 1. Receive update on grant status from staff Page 5
 2. Review recent input to state legislature regarding parking policy Page 20
6. Confirm date of next meeting
 1. March 9, 2023
7. Staff updates Page 89
8. Roundtable
9. Adjourn

Barre City Planning Commission

November 10, 2022 Meeting Minutes

Present: Michael Hellein (Chair), Amanda Gustin (Vice Chair), Joe Reil (Secretary), Rosemary Averill, David Sichel, Becky Wigg

Absent: None

Staff: Janet Shatney (Director of Planning, Permitting & Assessing)

Visitors: Linda Macris; Ralph Meima and Jake Clark, representatives from Encore Renewable Energy / I Love Cows Solar LLC

1. Call to Order.

5:34pm.

2. Adjustments to the Agenda.

None.

3. Approval of Minutes.

- i. October 27, 2022 view draft minutes

Sichel moves to approve, Reil seconds, unanimous in favor.

4. Public comment (for something not on the agenda)

None.

5. New Business

- i. Presentation from I Love Cows Solar LLC at 0 Allen Street regarding their application for a certificate of Public Good.

Hellein notes that we do not have decision-making authority on this application, this is just informational, Shatney adds that we do have the authority to make recommendations based on our zoning regulations.

They recently sent a 45-day notice of intent to file for a Certificate of Public Good with the Public Utility Commission for a 2.2 Megawatt solar array located just west of Allen Street. Hoping to file for CPG early next year, how long before approval can vary. Wants to get questions/concerns from us so they can be taken into account in the CPG application.

The array would occupy around 12.5 acres in a parcel that is about 25 acres. Most of the parcel is not usable for the array, due to wetlands, slopes, transmission lines, etc.

They would like our feedback and questions so that they can be taken into account in their application.

There was discussions and questions around several topics:

Primary Agriculture land/Agricultural uses of the land: Most of the land is classified as Statewide Interest/Primary Agriculture Soil, though not all. That is not recognized as a reason to not place a solar array, though the land cannot be used for traditional Agriculture while the array is present there is no long-term disruption of the soil as a result of the array's presence and some planting to support pollinator populations (birds, insects and bats) in the area is expected, and it's also possible to do dual-use Agriculture to do things like graze Sheep, grow berries, other things in between and under the panels that have a productive Agricultural use. Sheep are likely to be used, as they can also control vegetation that can be problematic to the arrays.

The Expected Lifespan of the array is 25-35 years and a decommissioning plan is a required part of the application. There both State and City Solar Taxes to provide some benefit at those levels, this array would also be applicable towards Barre's renewable energy targets. The sites tend to be low maintenance, though they are constantly monitored remotely so that any problems (weather, damage from animals, etc.) can be repaired.

There will be a fence around the array, a 7-foot Agricultural fence, tends to be blend into the landscape very well, and allows small animals to travel through unimpeded. A study about the best type of screening vegetation in order to improve the appearance is also being worked on to be included in the application. The size of this array is common, though there are both larger and smaller arrays present in the State.

For comparison, the Vermont Energy Atlas (<https://www.vtenergydashboard.org/energy-atlas>) includes information on existing arrays, for comparison. Green Mountain Power has a Solar Map on their site (<https://gmp.maps.arcgis.com/apps/webappviewer/index.html?id=4eaec2b58c4c4820b24c408a95ee8956>) which also includes similar information.

- ii. Approval of Council's Municipal Planning Grant Resolution for application.

This is an approval-in-advance, as this has not gone to Council yet. Shatney notes that this is on our existing Capital Improvement Plan. The maximum amount of the grant is \$27,500 and the City will need to match 10%. This is already incorporated into the budget.

Motion to authorize Hellein (as Chair) to sign the resolution to bring this to Council. Gustin moves to approve, Averill seconds, unanimous in favor.

- iii. Review of draft Municipal Planning Grant application.

What's present in the current Draft is minimal. The intent is to look for someone to help update the Summer Street Plan so that it is implementable. There was some discussion around cost of the project, Shatney indicates the grant will likely not cover the entire cost, but she is included the expected costs in the budget, so they are accounted for.

Shatney reports that she has enough information to begin putting the application together and will be sending out drafts for Commissioners to review prior to the December 1 deadline.

- 6. Confirm Date of Next Meeting.

- i. December 8, 2022

- 7. Staff Updates.

- i. Tuesday (11/15/2022) night, City Council will meet at Alumni Hall. This meeting will focus on discussions around ARPA, there is a survey available online for citizens to weigh in: <https://www.barrecity.org/arpa-survey.html>

Prior to the main meeting, there will be the revealing of the Barre City Victory sign at 5:30 (a piece of Barre City's History that has special significance to Veterans).

- ii. Discussion about applications for the Permit Administrator, one candidate has already applied, another plans to submit an application soon. There are no candidates for the Junior Planner or Assessor positions yet.

- 8. Round Table.

Gustin mentions the ARPA survey (link above).

- 9. Adjourn

6:34 pm, **Gustin moves, Averill seconds, unanimous in favor.**

STATE OF VERMONT GRANT AGREEMENT Part 1 - Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 07110-BMG-2023-01		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Bylaw Modernization Grant Program - Barre City UDO Updates			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$27,500.00	⁶ Total Award Amount: \$27,500.00
⁷ Award Start Date: 2/1/2023		⁸ Award End Date: 1/31/2025	⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
¹⁰ Vendor #: 40530	¹¹ Grantee Name: Barre City		
¹² Grantee Address: 6 N. Main Street, Suite 7			
¹³ City: Barre		¹⁴ State: VT	¹⁵ Zip Code: 05641
¹⁶ State Granting Agency: Agency of Commerce and Community Development			¹⁷ Business Unit: 07110
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	¹⁹ Match/In-Kind: \$ \$2,500	Description: 10% of Total Project Cost	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Unique ID: HUFUK96JBP17		²² Indirect Rate: <u>n/a</u> % (Approved rate or de minimis 10%)	²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
²⁴ Grantee Fiscal Year End Month (MM format): 06		²⁵ R&D: n/a	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):			

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$25,000.00	\$25,000.00	Bylaw Modernization Grant Funds
Special Fund	\$0.00	\$2,500.00	\$2,500.00	Bylaw Modernization Grant Funds – Match Reimbursement
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$27,500.00	\$27,500.00			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Jenni Lavoie TITLE: Contracts and Grants Administrator PHONE: 802-828-1948 EMAIL: Jennifer.lavoie@vermont.gov</p>	<p>GRANTEE</p> <p>NAME: R. Nicolas Storellicastro TITLE: City Manager PHONE: 802-476-0241 EMAIL: citymanager@barrecity.org</p>
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1. **Parties:** This is a Grant Agreement between State of Vermont **Agency of Commerce and Community Development** (hereinafter called "State" or "Agency") and **City of Barre** with principal place of business at **6 N. Main Street, Suite 7, Barre, Vermont** (hereinafter called "Grantee"). Grantee is not required by law to have a Business Account Number from the Vermont Department of Taxes.
2. **Subject Matter and Source of Funds:** This agreement is authorized by Act 185, with enabling policy language in Act 182 §D.100(3)(B).
3. **Award Details:** Amounts, dates and other award details are as shown in the attached **Grant Agreement Part 1 – Grant Award Detail**. A detailed scope of work covered by this award is described in **Attachment A**.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.
6. **Attachments:** This grant consists of 15 pages including the following attachments that are incorporated herein:
 Attachment A – Scope of Work to be Performed and Budget Summary
 Attachment B – Payment Provisions
 Attachment C – Customary State Grant Provisions
 Attachment D – Procurement Procedures and Other Grant Requirements
7. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 Agreement
 Attachment C
 Attachment D
 Attachment A
 Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

By the Grantee:

Date: 2/1/2023

Date: 2/1/2023

DocuSigned by:

 Signature: _____
B8B2D326B52546F...

DocuSigned by:

 Signature: _____
B2FDB99E6F36412...

Name: Alex Farrell, Deputy Commissioner
Department of Housing & Community Development

Name: R. Nicolas Storellicastro
Barre City

1. Project Description: The Grantee shall use the Grant Funds in compliance with all of the terms and conditions of this Agreement to complete the following "Project:"

We would like to hire a planning consultant to draft amendments to our current Unified Development Ordinance and Official Zoning Map. The study will conduct an examination of our community's preferences and needs and will identify ways to reduce barriers to creating additional, as well as other flexible types of housing and housing development, to confront the State of Vermont's housing crisis.

2. Project Budget:

Item Description	Quantity	Material Cost	Labor Cost	Total Cost
Kick-off Meeting with PC	3		\$90.00	\$270.00
Staff Meeting	3		\$90.00	\$270.00
Planning Commission Meetings	35		\$90.00	\$3,150.00
Prepare Technical Review	50		\$90.00	\$4,500.00
Present Technical Review	5		\$90.00	\$450.00
Project Website	8		\$90.00	\$720.00
Email Announcements	4		\$90.00	\$360.00
City-wide post card mailer	6	\$1,500	\$90.00	\$2,040.00
Survey or Focus Group	15		\$90.00	\$1,350.00
Community Meetings/Events	20	\$200	\$90.00	\$2,000.00
First Draft Presentation	4	\$200	\$90.00	\$560.00
Final Draft Presentation	5	\$200	\$90.00	\$650.00
Prepare First Draft for PC Review	50	\$100	\$90.00	\$4,600.00
Present Final Draft and Report	30	\$100	\$90.00	\$2,800.00
Present Final Draft at PC Hearing	4	\$100	\$90.00	\$460.00
Prepare Final Draft for City Council	8	\$100	\$90.00	\$820.00
Project Management	10%			\$2,500.00
Total				\$27,500.00

Funding Sources:

Source	Amount
Bylaw Modernization Grant Funds	\$25,000.00
Budgetary Allowance	\$2,500.00
Total	\$27,500.00

Attachment B PAYMENT PROVISIONS

I. PAYMENT PROVISIONS AND REPORTING REQUIREMENTS

Upon execution of this Agreement and the Department's receipt of a submitted Requisition, the Department shall authorize 40% of the Grant Award to be released to the Grantee. A progress report included with a second Requisition is due by February 1, 2024. Upon review and approval of the progress report, the Department shall release an additional 30% of the Grant Award provided that the progress report reflects adequate progress towards completion. The final 30% of the Grant Agreement is a reimbursement for final expenses incurred by January 31, 2025, and is subject to the Grantee's expenditure of any required Match Funds set forth in Attachment A. The Grant Award and Match Funds identified in Attachment A will be proportionately reduced if the Total Project Costs are not fully expended, and if the Bylaw amendments are not adopted by the end of the grant term.

All costs for which reimbursement is requested must comply with Attachment A and be incurred during the Period of Performance.

1. The Grantee shall submit, no later than February 28, 2025, grant closeout documentation which shall include the following:
 - a. Final Report, the report shall be written on a form provided by the Department.
 - b. Final Product, copies of any final products outlined in Attachment A. The final product must include evidence that the Bylaw Modernization Grant program, administered by the Department of Housing and Community Development, is credited for funding on the product itself.
 - c. Financial Documentation, including a [summary ledger](#) to accurately maintain financial records throughout the grant period; and
 - i. Copies of all invoices and receipts for all project expenditures, including match funds; and one of the following:
 - ii. Copies of all canceled checks, or
 - iii. A detailed transaction report which includes, date, recipient, check numbers, amount, and the report must be signed and certified by the Treasurer as true and accurate.
 - iv. Canceled checks or detailed transaction report must demonstrate that all invoices have been paid by the municipality.
 - d. If GIS work was done with grant funds, and if new data layers were created, please confer with the consultant and have them submit the new data layers via the [GIS Data Submission Online Intake Form](#).
 - e. Closeout documentation must be emailed to Jennifer.lavoie@vermont.gov.
2. Upon agreement between the Department and the Grantee that the final report and activities have been completed satisfactorily, the Department shall authorize the release of the final 30% of the Grant Award.
3. Match Forgiveness: The Department agrees to forgive and forgo the required match, and disperse the full granted award amount, provided the Grantee meets the following:
 - a. Submittal of complete grant closeout documentation as described in Item 1.(a-e).
 - b. The submittal includes an adopted version of the Zoning Bylaw or Zoning Bylaw amendments.
 - c. The Department reviews and approves the closeout documentation submitted.

All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Grantee, including but not limited to progress reports and other proofs of work.

[END OF ATTACHMENT B

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D
PROCUREMENT PROCEDURES
AND
OTHER GRANT REQUIREMENTS**

I. Procurement Procedures

A. Background:

Bylaw Modernization Grants are state funds granted to municipalities. Procedures for spending these funds should be consistent with the principles of fair access for vendors of goods and services that govern the expenditure of state funds directly by state government.

Procurement refers to the purchase of personal services (performed by people) or tangible goods. The grantee may use its established procurement procedures provided they are at least equivalent to the standards set forth below.

B. Methods of Procurement:

1. Contracts up to and including \$10,000 – the Grantee is required to obtain price or rate quotations from a reasonable number of sources, but no less than two, and maintain a record of the same in its files.
2. Contracts for more than \$10,000 – Competitive Selection: An RFP or RFQ should be broadly publicized. Depending on the subject matter of the contract, notice should be published in local newspapers, newspapers of general circulation, relevant websites, and/or trade or professional publications, as the circumstances warrant. Grantee may also solicit bids from potential contractors directly.
 - a. Proposals/qualifications shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the project.
 - b. The RFP/RFQ shall identify the scope of services, the procedural and substantive requirements of the bidding process, the key elements of the contract to be signed by the successful bidder, and all significant evaluation criteria, including their relative importance in the selection process.
 - c. The Grantee shall document the method it uses to objectively evaluate the proposals and to make its final selection. Such documentation shall be maintained in Grantee's official records.
 - d. The contract shall be awarded to the bidder whose proposal is most responsive to the RFP/RFQ evaluation criteria taking into consideration price and other factors identified by the Grantee.
3. Noncompetitive Selection: This method of procurement may be used when competitive selection is not possible for any of the following reasons:
 - a. The item or service is available only from a single source.
 - b. Public emergency or urgent need for the service or item does not allow time for a competitive selection process.

- c. After solicitation of a number of sources, competition is determined inadequate.

The Grantee must maintain in its files a thorough explanation of why non-competitive procurement is appropriate under the circumstances.

In no event shall any contract greater than \$10,000 be sole sourced without prior written approval from the Department.

4. Other Methods of Selection: Grantee may use alternative procurement methods with the prior written approval of the Department.
5. Negotiations with Potential Contractors: The Grantee may select the winning bidder based on the responses to the RFP/RFQ, and then negotiate final terms of the contract with that entity.

C. Exceptions to Procurement Requirements:

1. Use of the regional planning commission (RPC) as agent (for rural towns and multi-town (consortium) projects only): If the Grantee is a rural town as defined in Vermont Statutes Title 24 section 4303 (25), or is a consortium of two or more municipalities, Grantee need not engage in competitive procurement procedures to contract with the RPC, subject to the following:
 - a. The Grantee must identify the RPC as its agent for carrying out the provisions of this Agreement. As such, the RPC will be responsible for grant reporting and other administration associated with the grant. The Grantee will remain responsible for writing checks, and other fiscal agent tasks.
 - b. The RPC must document and justify its charges. All charges must be in accord with local standards for similar work.
 - c. Any contracts awarded by the RPC to other contractors or suppliers in connection with this Agreement must follow these procurement standards and must incorporate the contract provisions contained in Sections E and F, below.
2. Use of Contractor selected in competitive process at an earlier stage: If the Grantee engaged in a competitive procurement process as part of developing its Grant Application, and selected a contractor at that time, there is no requirement to re-open the selection process, provided that the scope of work remains substantially similar to what was in the Contractor's proposal.
3. If the Grantee utilized the services of a consultant to prepare its grant application, but did not go through a competitive process to select that consultant, the grantee must make the application available to prospective bidders as part of the RFP/RFQ process to ensure a fair and open competition among vendors.
4. Waiver: Upon prior request by the Grantee, the Department may waive any provision of the procurement procedures not required by law whenever it is determined that undue hardship will result from applying the requirement and that the best interests of the State are served by such waiver.

D. Conflict of Interest:

Conflict of interest is defined as "a significant pecuniary interest of an elected officer of the municipality, or of an appointed official whose work is related to the subject of this grant, or a member of such a person's immediate family or household, or of a business

associate of such a person, in the selection of a vendor of goods and/or services under this grant.”

The municipality must avoid actual conflicts of interest in this grant program. In addition, it should be sensitive to the appearance of conflict of interest with respect to its procurement of goods and services using these grant funds, and consult the Department when questions arise.

E. Contract Requirements:

1. For personal services up to and including \$1,000, a written contract is not required although it is recommended. Any written contract should address the issues outlined below.
2. Form of contract for personal services over \$1,000 (required):
 - a. A written contract signed by an authorized representative of (1) the Contractor and (2) the Grantee’s legislative body is required. The contract must identify: the parties, the subject matter, the scope of work, the maximum amount to be paid, the products to be delivered and the duration of the contract. The contract should also contain provisions for amendment, cancellation, attachments, and controlling law. See model personal services contract at <http://accd.vermont.gov/sites/accdnew/files/documents/CD/CPR/MPG/CPR-MPG-Sample-Contract.doc>
 - b. The contract shall include the basis for the total cost or contract price, an itemization of all costs for materials, personal services, which include the hiring of staff, the names of any persons whose participation the Grantee considers to be crucial to the award of the contract and provisions for what to do if such persons need to be replaced, consultants, and any other purchased items which together add up to the total cost.
 - c. Payment provisions shall include the schedule of payment. It is useful to schedule the withholding of a percentage, such as 10%, until the Grantee is sure the work has been satisfactorily completed, for instance, until after the report has been completed and Grantee has reviewed it, or until Grantee has found the product to work as it was intended.
 - d. All relevant products must be compatible with the Vermont Geographic Information System (VGIS) and meet all VGIS standards, which are available from the Vermont Center for Geographic Information.

F. Standard State Requirements of Bidders:

Grantees must ensure the following requirements are met by those awarded a contract and are explicitly included in any such contract:

1. The Contractor will maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times to the Grantee and the State during the period of this contract and for three years thereafter for inspection by any authorized representatives of the State. The official records, however, will be maintained by the Grantee. If any litigation claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved, including any period for filing an appeal. The Grantee and the State, by any authorized

representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

2. The Contractor certifies under the pains and penalties of perjury that he or she is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date the Contractor signs this contract.
3. The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. The Contractor also agrees to include in all subcontract agreements a tax certification in form substantially identical to paragraph 2 above.
4. The Contractor agrees to comply with the requirements of Title 21 of the Vermont Statutes, sections 495-496, relating to fair employment practices, to the extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the contractor. Contractor further agrees to include this provision in all subcontracts.
5. The Contractor states that as of the date the contract is signed, he/she:
 - a. Is not under any obligation to pay child support; or
 - b. Is under such an obligation and is in good standing with respect to that obligation; or
 - c. Has agreed to a payment plan with the Vermont Office of Child Support and is in full compliance with that plan. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state, territory, or possession of the United States.

II. Press and Public Communication

If the Grantee, Subgrantee, or contractor issues any press release, public communication or product pertaining to the Project assisted by this Agreement, it shall include a statement that the project is funded by a Bylaw Modernization Grant awarded by the Department of Housing and Community Development.

III. GIS Work

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the [GIS Data Submission Online Intake Form](#) as part of its final work product.
2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road*

centerline data, for example.

3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:
 - a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)
 - b. .dwg (CAD file)
 - c. .dxf (CAD file)

4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

[Technical assistance and information on these GIS standards, guidelines and procedures are available from the Vermont Center for Geographic Information, Inc. (vcgi.vermont.gov or 802-585-0820).]

IV. Final Documents

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

V. Termination

In the event of termination prior to disbursement of the entire grant amount, the parties shall agree upon the termination conditions and, in the case of partial terminations, the work that will be deleted from the Work Plan. The Grantee shall not incur new obligations for the terminated portion after the date of termination and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed credit for non-cancelable obligations properly incurred prior to termination, to the extent funds are available and at the discretion of the Department.

If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, agreements, or stipulations of this Agreement, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the date thereof.

[END OF ATTACHMENT D]

Janet Shatney

From: Vermont Planners Association <VPA@list.uvm.edu> on behalf of Alex Weinhagen <aweinhagen@HINESBURG.ORG>
Sent: Thursday, February 2, 2023 4:57 PM
To: VPA@LIST.UVM.EDU
Subject: [VPA] Housing bill & parking requirement reform
Attachments: vpa_housing-reform_recommendations_013123.pdf

Mike,

Attached is VPA's testimony that I delivered in my 15 minutes of fame and glory on Wednesday. Our recommendation on the parking pre-emption portion of the bill (section 1) is on page 1-2 of this testimony. Lots of discussion on this at the VPA Legislative Committee and Executive Committee. Many differing opinions, so VPA's position on the parking provision in this bill is very much a compromise.

The bill would prohibit municipalities from requiring any more than one parking space per dwelling unit.

VPA's position is that parking requirements in municipal bylaws can interfere with the creation of housing – especially infill and redevelopment projects. However, a one size parking requirement for all dwelling units in all communities is too blunt of a reform measure. We recommended tying reduced parking requirements to certain types of housing (e.g., one-bedroom units, senior housing, larger multi-unit buildings) and to the presence of public transit. Given that more work is needed on this, VPA suggested that parking reform be part of a follow up bill in the 2024 legislative session, along with the prescribed density minimum allowances in section 2 of the bill.

When I testified, I suggested that if action on parking was deemed necessary in this bill (this year), a middle ground could be to simply require that municipal parking requirements be based on demonstrated need rather than arbitrary formulas or outdated zoning tables. We changed our zoning regulations in Hinesburg awhile back to accomplish this. Parking requirements are now driven by what a developer demonstrates is needed, taking into consideration shared parking, offsetting peak parking needs by use, and on-street parking. It has allowed us to approve projects with far less parking than in the past, albeit still more than one parking space per dwelling unit.

Good luck with your testimony! They are taking a lot of it.

 Alex Weinhagen
 Vermont Planners Association
 President & Legislative Committee Member
aweinhagen@hinesburg.org
<https://nne.planning.org/sections/vermont/>
 802-777-3995 (cell/text)
 802-482-4209 (Town of Hinesburg – the day job work phone)



Advancing the art and science of planning in Vermont

From: Vermont Planners Association <VPA@list.uvm.edu> **On Behalf Of** Michael Miller
Sent: Thursday, February 2, 2023 4:15 PM

To: VPA@LIST.UVM.EDU

Subject: Re: [VPA] Legislative Position Papers

Just an FYI that Senate Economic Development, Housing and General Affairs has reached out to me to testify on the relationship between parking requirements and housing development in Montpelier. I will be at the hearing on Friday the 10th at 9:30AM for my 15 minutes of fame and glory. I'll be brushing up on the bill before but my understanding is they want to ask questions specifically about Montpelier's zoning and parking experience. If you want to send anything my way to think about, you know where to find me.

Mike

Mike Miller, AICP CFM

Director of Planning & Community Development
City of Montpelier
39 Main Street
Montpelier, VT 05602
(802) 262-6269

From: Vermont Planners Association [<mailto:VPA@list.uvm.edu>] **On Behalf Of** Darren Schibler

Sent: Tuesday, January 31, 2023 11:31 AM

To: VPA@LIST.UVM.EDU

Subject: [VPA] Legislative Position Papers

Hi folks,

Apologies for the extra e-mail (repeating some of what was in the legislative report), but the Legislative Committee wanted to notify membership of the position paper on the housing reform bills, just approved by the Executive Committee.

Alex Weinhagen is scheduled to present VPA's testimony to Senate Economic Development, Housing and General Affairs TOMORROW (2/1/23) at 11:00am. If you're interested, watch the [live stream \(or recording\) here](#).

Individual VPA members are encouraged to review the bill, and contact members of this Senate committee with comments. Be sure to copy your email to the committee staff person as well. Contact information for these five Senators and the committee staff assistant is available on the committee's website [here](#). We recommend forwarding these comments to your legislators as well, so they are in the loop early on. Please also forward your comments to me (dschibler@ccrpcvt.org) as well, so our VPA Legislative Committee is aware of them.

This position paper will be posted to the [legislative page of VPA's website](#) soon, along with our other position papers on [climate action](#), [funding for planning](#), [planning generally](#), and [housing generally](#).

Thanks for your attention, and as always, feel free to reach out to me with legislation-related questions.

Best,
Darren

Darren Schibler
Senior Planner
Chittenden County Regional Planning Commission

110 West Canal Street, Suite 202

Winooski, VT 05404

(802) 846-4490 ext. 135

www.ccrpcvt.org





Housing & Permit Reform Legislation

Vermont Planners Association Recommendations

- **H.68 (as introduced) - House Environment & Energy**
- **DR 23-0091, draft 5.1, 1/19/23 (Senate Economic Development, Housing, and General Affairs)**

January 31, 2023

Overview

The housing crisis is real and stems from a number of factors – e.g., a slowdown in residential construction after the 2008 economic collapse, lending restrictions enacted after the great recession, increased cost of building materials, supply chain shortages since the onset of the covid pandemic in 2020, a shortage of skilled labor, rising cost of land, inadequate State and Federal funding for infrastructure, antiquated municipal and State permitting, and unwieldy and slow appeals processes.

State and local government can and should take action in the areas over which we have control. VPA strongly supports modernizing municipal land use regulations, State permitting reform (e.g., wastewater, stormwater, building codes, Act 250), as well as changes to expedite development review appeals processes. Both H.68 and the larger housing omnibus bill in the Senate include important reforms and funding. We recommend the revisions below to improve these bills, and to set the stage for even more impactful permit reform in the 2024 legislative session.

General Comments

1. We support most sections of the bill. We hope our comments below will help refine and improve the bill, particularly the sections that deal with municipal zoning reform. We recommend language be added to the bill to convene a commission or stakeholder group (housing advocates, municipal planners, developers, regional planning commissions, etc.) to evaluate and provide additional recommendations for action in the 2024 legislative session. Legislative studies on Act 250 and state planning designation reforms due out this year will help inform this effort.
2. Similar stakeholder engagement efforts in other states helped yield results at the state and local level. Approaches like [New Hampshire's Housing Appeals Board](#), [Maine's study](#) of land use regulations and short-term rentals, and targeted "fair share" provisions in Massachusetts and Rhode Island should be considered.
3. To achieve the most impactful reforms of municipal land use regulation, we recommend including the municipal planning practitioners that work with zoning regulations and local-level development review every day. VPA would be very willing to participate through member outreach and designation of a representative to formally serve on a stakeholder group.

Provisions to Rework for 2024

4. **Section 1 (both bills). Parking spaces per dwelling unit. Right-sizing residential parking requirements to actual need makes sense, especially for one-bedroom units, multi-unit buildings, and senior housing.** VPA agrees that excessive parking requirements in municipal zoning regulations can impact the viability of new housing projects, particularly in-fill and redevelopment. Context, housing type, and availability of transit are all important factors to consider. The bill should be revised to recognize these factors, so as not to constrain all municipalities to a one space per dwelling unit formula for every housing project.

- a. Even in some of Vermont's urban centers, dwelling units with two or more bedrooms are very likely to need parking for more than one vehicle. VPA agrees that there should be less parking in growth areas than is required today to make more efficient use of limited space and reduce the cost of development. Unfortunately, transit options, on-street, and off-site parking are currently limited in Vermont villages and downtowns, and certainly in rural areas not served by transit. VPA recommends further discussion, and possibly reducing parking requirements for specific types of development in areas served by adequate public transit.
- b. Furthermore, VPA recommends adding language to clarify that municipalities can require parking maximums as well as minimums – this is currently practiced but has been challenged based on stricter interpretations of current statute.

5. **Section 2 (portions; both bills). Residential density, building height, and density bonuses.** VPA has long advocated for higher density development in areas planned for infrastructure-supported growth. However, these pre-emptions of municipal land use regulations could be problematic and may result in unintended consequences for some communities. They should be discussed and refined by a stakeholder group for consideration in the 2024 session, perhaps working towards a statewide plan for housing growth that complements, rather than overrides, existing regional and municipal land use planning. Some of the issues include:

- a. A one-size fits all approach for all areas served by municipal water and sewer doesn't recognize the complexity, history, and planning of these service areas. For example: shoreline areas where water/sewer service exists to address water quality issues; legacy service areas that are adjacent but outside areas planned for growth; service areas that were expanded outside of growth areas to address public health issues (mobile home parks, PFAS contamination, etc.); and floodplains, and river corridor, and other unbuildable areas within a service area.
- b. Not all municipal water and wastewater systems have large amounts of uncommitted reserve capacity. Some communities with limited capacity have adopted local land use policies to direct this limited capacity toward redevelopment of their village and downtown cores, including housing that meets the needs of low- and moderate-income Vermonters.
- c. Some municipal systems are subject to Act250 permit conditions that have required adoption of land use regulations and/or limit connections in order to limit sprawl. It is unclear whether the State preemption will also overturn these Act250 permit conditions. Unless clearly defined in Statute, it is possible that this will introduce litigation and unpredictability that could discourage housing investment in these communities.
- d. Meaningful tools are also needed to address defined housing production targets in affluent exurban communities that exercise exclusionary policies simply by avoiding investment in municipal water and sewer infrastructure. This could include a combination of incentives for communities that make progress on meeting more clearly defined housing goals, as well as consequences for those that do nothing or actively avoid it, as anticipated in existing statutes.
- e. While VPA strongly supports measures that increase affordable housing and mixed-use development, the proposed height waivers for such development likely will not work as intended. The limits to building heights in rural areas are also pragmatic – namely, the community's ability to provide adequate water service and fire protection to taller buildings. Until these underlying issues are resolved, removing height restrictions in zoning will simply stall such projects in the permitting process. Density "bonuses" can also be addressed in other ways (reduced lot sizes and setbacks, increased lot coverage, etc.)

Suggested Revisions on Remaining Provisions

6. **Section 4 (both bills) – Duplex definition.** Revise the duplex definition for clarity. We suggest requiring that two-unit dwellings be treated like single-unit dwellings in terms of density, minimum lot size, and other dimensional standards. However, we don't support treating each unit in a two-unit dwelling as a single-unit dwelling. The proposed duplex definition would be different depending on whether it was served by municipal sewer and water. Apparently, the purpose of this change is to allow each unit of a duplex to be able to add an accessory dwelling unit (ADU). As outlined in existing statute, ADUs are appropriately allowed on properties with a single-unit dwelling, and typically include requirements for owner occupancy and size limitations. Instead of expanding ADUs to properties with two-unit dwellings, we should be simplifying zoning regulations and addressing structural barriers found in State technical permitting that make infill projects difficult – e.g., wastewater rules, stormwater rules, fire safety codes, etc. We also recommend eliminating the term duplex and “family” dwelling throughout 24 V.S.A. Chapter 117 to help provide consistency, clarity, and to avoid outdated references. We recommend using the terms single-unit dwelling, two-unit dwelling, multi-unit dwelling, and accessory dwelling unit.
7. **Section 5 (both bills) – Bylaw reporting.** Revise so that municipalities are required to submit a report and bylaws/regulations to DHCD, so that DHCD can ensure consistent coding and uploading to statewide databases. More importantly, currently there is no review process to ensure that municipal bylaws are not exclusionary prior to adoption – only allowance for after-the-fact enforcement through 24 V.S.A. § 4453. Further consideration is merited on whether to empower or require RPCs to review proposed bylaws for conformance with fair housing practices as they currently do for municipal comprehensive plans (as required to receive the benefits of municipal “confirmation”).
8. **Sections 6 & 7 (both bills) - Administrative subdivision revision.** Revise to eliminate the undefined terms of minor and major subdivision. Simply authorize municipalities to allow the Administrative Officer to approve subdivisions involving three or fewer lots, as well as revisions to subdivisions previously approved by an Appropriate Municipal Panel that don't involve the creation of new lots, in accordance with the administrative review provisions found under 24 V.S.A. § 4464(c) (Administrative Review).
9. **Section 8 (both bills) – Appeals.** Revise/expand to include designated village centers, and to include any other approval that addresses character of the area (e.g., subdivision, site plan, etc.).
10. **Section 10 (H.68) – Energy codes.** Revise to clarify that RBES/CBES or stretch code is the standard, but that municipal energy codes that address aspects not covered by RBES/CBES or stretch code are allowed – e.g., prohibition on use of fossil fuel, orientation/design for solar gain, etc.
11. **Section 11 (both bills) - Appropriation to MRP for municipal bylaw updates.** Revise to increase appropriation to \$1,000,000 if the proposed statewide zoning provisions are passed.

VPA Contacts:

- Darren Schibler, Legislative Committee Chairperson, dschibler@ccrpcvt.org, 802-846-4490 ext. 135
- Alex Weinhagen, President, aweinhagen@hinesburg.org, 802-777-3995

1 Introduced by Senator Ram Hinsdale

2 Referred to Committee on

3 Date:

4 Subject: Housing

5 Statement of purpose of bill as introduced: This bill proposes to increase the
6 supply of affordable housing in this State, promote homeownership, and
7 broaden housing opportunities for Vermonters.

8 An act relating to expanding access to safe and affordable housing

9 It is hereby enacted by the General Assembly of the State of Vermont:

10 * * * Municipal Zoning * * *

11 Sec. 1. 24 V.S.A. § 4414 is amended to read:

12 § 4414. ZONING; PERMISSIBLE TYPES OF REGULATIONS

13 * * *

14 (4) Parking and loading facilities. A municipality may adopt provisions
15 setting forth standards for permitted and required facilities for off-street
16 parking and loading, which may vary by district and by uses within each
17 district. However, a municipality shall not require more than one parking
18 space per dwelling unit or accessory dwelling unit. These bylaws may also
19 include provisions covering the location, size, design, access, landscaping, and
20 screening of those facilities. In determining the number of parking spaces for

1 nonresidential uses and size of parking spaces required under these regulations,
2 the appropriate municipal panel may take into account the existence or
3 availability of employer “transit pass” and rideshare programs, public transit
4 routes, and public parking spaces in the vicinity of the development. ~~However,~~
5 ~~municipality shall not require an accessory dwelling unit to have more than~~
6 ~~one parking space per bedroom.~~

7 * * *

8 Sec. 2. 24 V.S.A. § 4412 is amended to read:

9 § 4412. REQUIRED PROVISIONS AND PROHIBITED EFFECTS

10 Notwithstanding any existing bylaw, the following land development
11 provisions shall apply in every municipality:

12 (1) Equal treatment of housing and required provisions for affordable
13 housing.

14 * * *

15 (D) Bylaws shall designate appropriate districts and reasonable
16 regulations for multiunit or multifamily dwellings. No bylaw shall have the
17 effect of excluding these multiunit or multifamily dwellings from the
18 municipality. In any district that allows residential development, duplexes and
19 accessory dwelling units shall be an allowed use. In any district that is served
20 by municipal sewer and water service that allows residential development,
21 multiunit dwellings with four or fewer units shall be an allowed use.

1 (E) Except for flood hazard and fluvial erosion area bylaws adopted
2 pursuant to section 4424 of this title, no bylaw shall have the effect of
3 excluding as a permitted use one accessory dwelling unit that is located within
4 or appurtenant to a single-family dwelling ~~on an owner-occupied lot~~. A bylaw
5 ~~may~~ shall require a single-family dwelling with an accessory dwelling unit to
6 be subject to the same review, dimensional, or other controls as required for a
7 single-family dwelling without an accessory dwelling unit. The criteria for
8 conversion of an existing detached nonresidential building to habitable space
9 for an accessory dwelling unit shall not be more restrictive than the criteria
10 used for a single-family dwelling without an accessory dwelling unit. An
11 “accessory dwelling unit” means a distinct unit that is clearly subordinate to a
12 single-family dwelling; and has facilities and provisions for independent living,
13 including sleeping, food preparation, and sanitation, provided there is
14 compliance with all the following:

15 (i) The property has sufficient wastewater capacity.

16 (ii) The unit does not exceed 30 percent of the total habitable floor
17 area of the single-family dwelling or 900 square feet, whichever is greater.

18 * * *

19 (12) In any district served by municipal sewer and water infrastructure
20 that allows residential development, bylaws shall establish lot and building
21 dimensional standards that allow five or more dwelling units per acre for

1 allowed residential uses, and no dimensional standard for multiunit dwellings
2 shall be more restrictive than those required for single-family dwellings.

3 (13) In any district served by municipal sewer and water infrastructure that
4 allows residential development, any mixed use developments and affordable
5 housing developments, as defined in section 4303(2) of this title, may exceed
6 building height limitations by one additional habitable floor beyond the
7 maximum height and using that additional floor may exceed density limitations
8 for residential developments by an additional 40 percent, provided that the
9 structure complies with the Vermont Fire and Building Safety Code.

10 (14) No bylaw shall have the effect of limiting the square footage of a
11 duplex that otherwise complies with the applicable building code.

12 Sec. 3. 24 V.S.A. § 4413 is amended to read:

13 § 4413. LIMITATIONS ON MUNICIPAL BYLAWS

14 (a)(1) The following uses may be regulated only with respect to
15 location, size, height, building bulk, yards, courts, setbacks, density of
16 buildings, off-street parking, loading facilities, traffic, noise, lighting,
17 landscaping, and screening requirements, and only to the extent that
18 regulations do not have the effect of interfering with the intended functional
19 use:

20 (A) State- or community-owned and ~~operated~~ operated institutions
21 and facilities;

1 (B) public and private schools and other educational institutions
2 certified by the Agency of Education;

3 (C) churches and other places of worship, convents, and parish
4 houses;

5 (D) public and private hospitals;

6 (E) regional solid waste management facilities certified under 10
7 V.S.A. chapter 159;

8 (F) hazardous waste management facilities for which a notice of
9 intent to construct has been received under 10 V.S.A. § 6606a; and

10 (G) emergency shelters.

11 (2) Except for State-owned and -operated institutions and facilities, a
12 municipality may regulate each of the land uses listed in subdivision (1) of this
13 subsection for compliance with the National Flood Insurance Program and for
14 compliance with a municipal ordinance or bylaw regulating development in a
15 flood hazard area or river corridor, consistent with the requirements of
16 subdivision 2291(25) and section 4424 of this title. These regulations shall not
17 have the effect of interfering with the intended functional use.

18 (3) For purposes of this subsection, regulating the daily or seasonal
19 hours of operation of an emergency shelter shall constitute interfering with the
20 intended functional use.

21

* * *

1 Sec. 4. 24 V.S.A. § 4303 is amended to read:

2 § 4303. DEFINITIONS

3 The following definitions shall apply throughout this chapter unless the
4 context otherwise requires:

5 * * *

6 (38) “Duplex” means a residential building that has two dwelling units
7 in the same building. For purposes of subdivision 4412(E) of this title, in areas
8 of a municipality served by municipal sewer and water infrastructure, each unit
9 of a duplex shall constitute a single-family dwelling unit.

10 (39) “Emergency shelter” means any facility, the primary purpose of
11 which is to provide a temporary shelter for the homeless in general or for
12 specific populations of the homeless and that does not require occupants to
13 sign leases or occupancy agreements.

14 (40) “Multiunit or multifamily dwelling” means a building that contains
15 three or more dwelling units in the same building.

16 Sec. 5. 24 V.S.A. § 4441 is amended to read:

17 § 4441. PREPARATION OF BYLAWS AND REGULATORY TOOLS;

18 AMENDMENT OR REPEAL

19 * * *

20 (c) When considering an amendment to a bylaw, the planning commission
21 shall prepare and approve a written report on the proposal. A single report

1 may be prepared so as to satisfy the requirements of this subsection concerning
2 bylaw amendments and subsection 4384(c) of this title concerning plan
3 amendments. ~~The Department of Housing and Community Development shall~~
4 ~~provide all municipalities with a form for this report.~~ The report shall provide
5 a brief explanation of the proposed bylaw, amendment, or repeal and shall
6 include a statement of purpose as required for notice under section 4444 of this
7 title; and shall include findings regarding how the proposal:

8 (1) ~~Conforms~~ conforms with or furthers the goals and policies contained
9 in the municipal plan, including the effect of the proposal on the availability of
10 safe and affordable housing-, and sections 4412, 4413, and 4414 of this title;

11 (2) ~~Is~~ is compatible with the proposed future land uses and densities of
12 the municipal plan-; and

13 (3) ~~Carries~~ carries out, as applicable, any specific proposals for any
14 planned community facilities.

15 * * *

16 (h) Upon adoption or amendment of a bylaw, the planning commission
17 shall prepare an adoption report in form and content provided by the
18 Department of Housing and Community Development that:

19 (1) confirms that all changes to zoning districts have been uploaded to
20 the Vermont Open Geodata Portal;

1 ~~must designate one person to serve as the representative of the petitioners~~
2 ~~regarding all matters related to the appeal.~~

3 (5) Any department and administrative subdivision of this State owning
4 property or any interest in property within a municipality listed in subdivision
5 (2) of this subsection, and the Agency of Commerce and Community
6 Development of this State.

7 * * *

8 * * * Subdivisions * * *

9 Sec. 6. 24 V.S.A. § 4463 is amended to read:

10 § 4463. SUBDIVISION REVIEW

11 (a) Approval of plats. Before ~~any~~ a plat for a major subdivision is
12 approved, a public hearing on the plat shall be held by the appropriate
13 municipal panel after public notice. A bylaw may provide for the
14 administrative officer to approve minor subdivisions. A copy of the notice
15 shall be sent to the clerk of an adjacent municipality, in the case of a plat
16 located within 500 feet of a municipal boundary, at least 15 days prior to the
17 public hearing.

18 (b) Plat; record. The approval of the appropriate municipal panel or
19 administrative officer, if the bylaws provide for their approval of minor
20 subdivisions, shall expire 180 days from that approval or certification unless,
21 within that 180-day period, that plat shall have been duly filed or recorded in

1 the office of the clerk of the municipality. After an approved plat or
2 certification by the clerk is filed, no expiration of that approval or certification
3 shall be applicable.

4 (1) The bylaw may allow the administrative officer to extend the date
5 for filing the plat by an additional 90 days, if final local or State permits or
6 approvals are still pending.

7 (2) No plat showing a new street or highway may be filed or recorded in
8 the office of the clerk of the municipality until it has been approved by the
9 appropriate municipal panel, or administrative officer if allowed under the
10 bylaws, pursuant to subsection (a) of this section, and that approval is endorsed
11 in writing on the plat, or the certificate of the clerk of the municipality showing
12 the failure of the appropriate municipal panel to take action within the 45-day
13 period is attached to the plat and filed or recorded with the plat. After that
14 filing or recording, the plat shall be a part of the official map of the
15 municipality.

16 * * *

17 Sec. 7. 24 V.S.A. § 4418 is amended to read:

18 § 4418. SUBDIVISION BYLAWS

19 * * *

20 (2) Subdivision bylaws may include:

1 (e) Neighborhood development area. Notwithstanding subsection (a) of
2 this section, a determination by an appropriate municipal panel that a
3 residential development will not result in an undue adverse effect on the
4 character of the area affected shall not be subject to appeal if the ~~determination~~
5 ~~is that a~~ proposed residential development seeking conditional use approval
6 under subdivision 4414(3) of this title is within a designated downtown
7 development district, designated growth center, ~~designated Vermont~~
8 neighborhood, or designated neighborhood development area seeking
9 ~~conditional use approval will not result in an undue adverse effect on the~~
10 ~~character of the area affected under subdivision 4414(3) of this title.~~ Other
11 elements of the determination made by the appropriate municipal panel may be
12 appealed.

13 * * * By Right * * *

14 Sec. 9. 24 V.S.A. § 4464(b) is amended to read:

15 (b) Decisions.

16 * * *

17 (7)(A) A decision rendered by the appropriate municipal panel for a
18 housing development or the housing portion of a mixed-use development shall
19 not:

20 (i) increase the minimum lot size required in the municipal
21 bylaws;

1 (ii) increase the minimum parking requirements required in the
2 municipal bylaws and in section 4414 of this title;

3 (iii) reduce the building size to less than that allowed in the
4 municipal bylaws, including reducing the building footprint or height;

5 (iv) reduce the density of dwelling units allowed in the municipal
6 bylaws; and

7 (v) otherwise disallow a development to abide by the minimum or
8 maximum applicable municipal standards;

9 (B) However, a decision may require adjustments to the applicable
10 municipal standards listed in subdivision (A) of this subdivision (b)(7) if the
11 panel or officer issues a written finding stating:

12 (i) why the modification is necessary to comply with a
13 prerequisite State or federal permit, municipal permit, or a nondiscretionary
14 standard in a bylaw or ordinance, including requirements related to wetlands,
15 setbacks, and flood hazard areas and river corridors; and

16 (ii) how the identified restrictions do not result in an unequal
17 treatment of housing or an unreasonable exclusion of housing development
18 otherwise allowed by the bylaws.

19 Sec. 11. APPROPRIATION

1 (p) No permit or permit amendment is required for a priority housing
2 project in a designated center ~~if the project remains below any applicable~~
3 ~~jurisdictional threshold specified in subdivision 6001(3)(A)(iv)(I) of this title.~~

4 * * * Covenants * * *

5 Sec. 13. 27 V.S.A. § 545 is amended to read:

6 § 545. COVENANTS, CONDITIONS, AND RESTRICTIONS OF
7 SUBSTANTIAL PUBLIC INTEREST

8 (a) Deed restrictions, covenants, or similar binding agreements added after
9 March 1, 2021 that prohibit or have the effect of prohibiting land development
10 allowed under 24 V.S.A. § 4412(1)(E) and (2)(A) shall not be valid.

11 (b) Deed restrictions or covenants added after July 1, 2023 shall not be
12 valid if they require a minimum dwelling unit size on the property or more
13 than one parking space per dwelling unit.

14 (c) This section shall not affect the enforceability of any property interest
15 held in whole or in part by a qualified organization or State agency as defined
16 in 10 V.S.A. § 6301a, including any restrictive easements, such as
17 conservation easements and historic preservation rights and interests defined in
18 10 V.S.A. § 822. This section shall not affect the enforceability of any
19 property interest that is restricted by a housing subsidy covenant as defined by
20 section 610 of this title and held in whole or in part by an eligible applicant as
21 defined in 10 V.S.A. § 303(4) or the Vermont Housing Finance Agency.

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* * * Road Disclosure * * *

Sec. 14. 27 V.S.A. § 617 is added to read:

§ 617. DISCLOSURE OF CLASS 4 ROAD

(a) Disclosure of maintenance on class 4 highway. Any property owner who sells property located on a class 4 highway or legal trail shall disclose to the buyer that the municipality is not required to maintain the highway or trail as described in 19 V.S.A. § 310.

(b) Marketability of title. Noncompliance with the requirements of this section shall not affect the marketability of title of a property.

* * * Wastewater Connection Permits * * *

Sec. 15. 10 V.S.A. § 1974 is amended to read:

§ 1974. EXEMPTIONS

Notwithstanding any other requirements of this chapter, the following projects and actions are exempt:

* * *

(9) A project completed by a person who receives an authorization from a municipality that administers a program registered with the Secretary pursuant to section 1983 of this title.

Sec. 16. 10 V.S.A. § 1983 is added to read:

1 § 1983. AUTHORIZATION FOR MUNICIPAL WASTEWATER SYSTEM
2 AND POTABLE WATER SUPPLY CONNECTIONS

3 (a) A municipality may issue an authorization for a connection or an
4 existing connection with a change in use to the municipal sanitary sewer
5 collection line via a sanitary sewer service line or a connection to a water main
6 via a new water service line in lieu of permits issued under this chapter,
7 provided that the municipality documents the following in a form prescribed
8 by the Secretary:

9 (1) The municipality owns or has legal control over connections to a
10 public community water system permitted pursuant to chapter 56 of this title
11 and over connections to a wastewater treatment facility permitted pursuant to
12 chapter 47 of this title.

13 (2) The municipality shall only issue authorizations for:

14 (A) a sanitary sewer service line that connects to the sanitary sewer
15 collection line; and

16 (B) a water service line that connects to the water main.

17 (3) The building or structure authorized under this section connects to
18 both the sanitary sewer collection line and public community water system.

19 (4) The authorizations from the municipality comply with the technical
20 standards for sanitary sewer service lines and water service lines in the
21 Wastewater System and Potable Water Supply Rules.

1 (F) a building owned or occupied by the State of Vermont, a county,
2 a municipality, a village, or any public entity, including a school or fire
3 district; ~~or~~

4 (G)(i) a building in which two or more persons are employed, or
5 occasionally enter as part of their employment, and where the associated
6 extraction of plant botanicals utilizing flammable, volatile, or otherwise
7 unstable liquids, pressurized gases, or other substances capable of combusting
8 or whose properties would readily support combustion or pose a deflagration
9 hazard; and

10 (ii) notwithstanding subdivision (b)(3) of this section, a building on a
11 working farm or farms that meets the criteria of subdivision (G)(i) of this
12 subsection (a) is a “public building”; or

13 (H) an accessory dwelling unit as permitted under 24 V.S.A.
14 § 4412(1)(E);

15 (2)(A) Use Except as provided in subdivision (B) of this subdivision
16 (a)(2), use of any portion of a building in a manner described in this subsection
17 (a) shall make the entire building a “public building” for purposes of this
18 subsection.

19 (B) As used in this subsection (a), in a building that includes both an
20 owner-occupied single-family dwelling unit and an accessory dwelling unit,
21 only the accessory dwelling unit shall be considered a public building unless

1 the single-family residence is used for a purpose described in subdivision (1)
2 of this subsection (a).

3 (C) ~~For purposes of~~ As used in this subsection (a), a “person” does
4 not include an individual who is directly related to the employer and who
5 resides in the employment-related building.

6 (b) The term “public building” does not include:

7 * * *

8 ~~(4) A single family residence with an accessory dwelling unit as~~
9 ~~permitted under 24 V.S.A. § 4412(1)(E).~~

10 * * *

11 * * *Enforcement * * *

12 Sec. 19. 9 V.S.A. § 4506 is amended to read:

13 § 4506. ENFORCEMENT; CIVIL ACTION; RETALIATION PROHIBITED

14 (a)(1) A person aggrieved by a violation of this chapter may file a charge of
15 discrimination with the Human Rights Commission pursuant to chapter 141 of
16 this title or may bring an action for injunctive relief and compensatory and
17 punitive damages and any other appropriate relief in the Superior Court of the
18 county in which the violation is alleged to have occurred.

19 (2) A charge of discrimination filed pursuant to subdivision (1) of this
20 subsection may, pursuant to the provisions of section 4554 of this title, be
21 referred by the Commission to the Attorney General or a State’s Attorney for

1 either investigation and enforcement or, following an investigation by the
2 Commission, for enforcement.

3 * * *

4 (d) The initiation or completion of an investigation by the Human Rights
5 Commission, the Attorney General, or a State’s Attorney shall not be a
6 condition precedent to the filing of any lawsuit ~~for~~ pursuant to subsection (a) of
7 this section by a person alleging a violation of this chapter.

8 (e) A person shall not coerce, threaten, interfere, or otherwise discriminate
9 against any individual who:

10 * * *

11 (2) has lodged a complaint or has testified, assisted, or participated in
12 any manner with the Human Rights Commission, the Attorney General, or a
13 State’s Attorney in an investigation of acts or practices prohibited by this
14 chapter;

15 * * *

16 Sec. 20. 9 V.S.A. § 4554 is amended to read:

17 § 4554. COMPLAINT; INVESTIGATION AND CONCILIATION

18 (a)(1) Any person who ~~believes he or she~~ has been subject to unlawful
19 discrimination may file a complaint under oath with the Commission stating
20 the facts concerning the alleged discrimination. Every complaint shall be
21 reviewed by the staff of the Commission.

1 materials and take and record the testimony or statements of such persons as
2 are reasonably necessary. The Commission shall make every reasonable effort
3 to interview each relevant and noncumulative witness identified by a party. If
4 a witness is interviewed, a summary of the witness statement shall be included
5 in any report prepared in connection with the complaint. ~~Such~~ The statement
6 shall be taken into consideration in determining whether or not there are
7 reasonable grounds to believe that unlawful discrimination has occurred.

8 * * *

9 (e)(1) If the Commission finds reasonable grounds to believe that unlawful
10 discrimination has occurred, but does not find an emergency, it shall make
11 every reasonable effort to eliminate the discrimination by informal means, such
12 as conference, conciliation, and persuasion. If the case is disposed of by
13 informal means in a manner satisfactory to a majority of the Commission, it
14 shall dismiss the proceeding.

15 (2) If the case is not disposed of by informal means in a manner
16 satisfactory to a majority of the Commission within six months, ~~it~~ the
17 Commission shall either do one of the following within not more than 90
18 additional days:

19 (A) bring an action in Superior Court as provided in section 4553 of
20 this title;

1 and 2461 of this title in an unfair act in commerce. In addition, the Superior
2 Courts may impose the criminal penalty set forth in section 4507 of this title
3 and may impose punitive damages and order other appropriate relief on behalf
4 of an aggrieved person.

5 Sec. 21. 9 V.S.A. § 4507 is amended to read:

6 § 4507. CRIMINAL PENALTY

7 A person who violates a provision of this chapter shall be fined not more
8 than ~~\$1,000.00~~ \$10,000.00 per violation.

9 * * * Building Safety * * *

10 Sec. 22. VERMONT FIRE AND BUILDING SAFETY CODE; POTENTIAL
11 REVISIONS; REPORT

12 (a) On or before January 15, 2024, the Executive Director of the Division
13 of Fire Safety shall submit a written report to the General Assembly that

1 identifies and examines provisions from other jurisdictions’ fire and life safety
2 codes for residential buildings that:

3 (1) would facilitate in Vermont:

4 (A) the increased construction of new residential units;

5 (B) the conversion of existing space into new residential units; or

6 (C) both; and

7 (2) could be incorporated into the Vermont Fire and Building Safety
8 Code.

9 (b) The report shall include recommendations for any legislative action
10 necessary to enable the identified provisions to be incorporated into Vermont’s
11 Fire and Building Safety Code.

12 * * * Project-Based Tax Increment Financing * * *

13 Sec. 23. TAX INCREMENT FINANCING PROJECT DEVELOPMENT

14 (a) Definitions. As used in this section:

15 (1) “Committed” means pledged and appropriated for the purpose of the
16 current and future payment of tax increment financing and related costs as
17 defined in this section.

18 (2) “Coordinating agency” means any public or private entity from
19 outside the municipality’s departments or offices and not employing the
20 municipality’s staff, which has been designated by a municipality to administer
21 and coordinate a project during creation, public hearing process, approval

1 process, or administration and operation during the life of the project,
2 including overseeing infrastructure development, real property development
3 and redevelopment, assisting with reporting, and ensuring compliance with
4 statute and rule.

5 (3) “Financing” means debt incurred, including principal, interest, and
6 any fees or charges directly related to that debt, or other instruments or
7 borrowing used by a municipality to pay for improvements and related costs
8 for the approved project, only if authorized by the legal voters of the
9 municipality. Payment for eligible related costs may also include direct
10 payment by the municipality using the tax increment. If interfund loans within
11 the municipality are used as the method of financing, no interest shall be
12 charged.

13 (4) “Improvements” means the installation, new construction, or
14 reconstruction of infrastructure that will serve a public purpose, including
15 utilities, transportation, public facilities and amenities, land and property
16 acquisition and demolition, brownfield remediation, and site preparation. For
17 remediation of a brownfield, this shall include the cost of the site preparation
18 needed to stimulate development or redevelopment in the TIF Project Zone as
19 identified in clean-up documentation approved by the Vermont Agency of
20 Natural Resources. “Improvements” also means the funding of debt service
21 interest payments.

1 (5) “Legislative body” means the mayor and alderboard, the city
2 council, the selectboard, and the president and trustees of an incorporated
3 village, as appropriate.

4 (6) “Municipality” means a city, town, or incorporated village.

5 (7) “Original taxable value” means the total valuation as determined in
6 accordance with 32 V.S.A. chapter 129 of all taxable real property located
7 within the TIF project zone as of the creation date, provided that no parcel
8 within the project shall be divided or bisected.

9 (8) “Project” means a public improvement, as defined in subdivision
10 (4) of this subsection (a). A project must meet one of the following four
11 criteria:

12 (A) The development includes new or rehabilitated affordable
13 housing, as defined in 24 V.S.A. § 4303.

14 (B) The project will affect the remediation and redevelopment of a
15 Brownfield. As used in this section, “brownfield” means an area in which a
16 hazardous substance, pollutant, or contaminant is or may be present, and that
17 situation is likely to complicate the expansion, development, redevelopment, or
18 reuse of the property.

19 (C) The development will include at least one entirely new business
20 or business operation or expansion of an existing business within the project.

1 and this business will provide new, quality, full-time jobs that meet or exceed
2 the prevailing wage for the region as reported by the Department of Labor.

3 (D) The development will enhance transportation by creating
4 improved traffic patterns and flow or creating or improving public
5 transportation systems.

6 (9) “Related costs” means expenses incurred and paid by the
7 municipality, exclusive of the actual cost of constructing and financing
8 improvements, that are directly related to the creation and implementation of
9 the project, including reimbursement of sums previously advanced by the
10 municipality for those purposes and use of a coordinating agency. Related
11 costs may not include direct municipal expenses such as departmental or
12 personnel costs.

13 (10) “TIF project zone” means an area where approved development or
14 redevelopment is occurring.

15 (b) Program. The Vermont Economic Progress Council is authorized to
16 approve tax increment financing projects, provided, however, that there shall
17 not be more than one project per municipality.

18 (c) General authority. Under the program established in subsection (b) of
19 this section, a municipality, upon approval of its legislative body, may apply to
20 the Vermont Economic Progress Council pursuant to the process set forth in
21 subsection (e) of this section to use tax increment financing for a project.

1 (d) Eligibility.

2 (1) A municipality is only authorized to apply for a project under this
3 section if:

4 (A) the municipality needs to make infrastructure improvements to
5 incentivize community development; and

6 (B) the municipality must demonstrate:

7 (i) the proposed infrastructure improvements and the projected
8 development or redevelopment are compatible with confirmed municipal and
9 regional development plans and the project has clear local and regional
10 significance for employment, housing, brownfield remediation, or
11 transportation improvements;

12 (ii) leveraging of sources of revenue from local, State, or federal
13 programs and that additional funding is needed to complete the project;

14 (iii) an ability to manage the project with requisite experience and
15 a plan for fiscal viability.

16 (2) A municipality with an approved tax increment financing district is
17 not authorized to apply for a project under this section.

18 (e) Approval process. The Vermont Economic Progress Council shall do all
19 of the following to approve an application submitted pursuant to subsection (c)
20 of this section:

1 (1)(A) Review each application to determine that the infrastructure
2 improvements proposed to serve the project and the proposed development in
3 the project would not have occurred as proposed in the application, or would
4 have occurred in a significantly different and less desirable manner than as
5 proposed in the application, but for the proposed utilization of the incremental
6 tax revenues.

7 (B) The review shall take into account:

8 (i) the amount of additional time, if any, needed to complete the
9 proposed development for the project and the amount of additional cost that
10 might be incurred if the project were to proceed without education property tax
11 increment financing;

12 (ii) how the proposed project components and size would differ, if
13 at all, including, if applicable to the project, the number of units of affordable
14 housing, as defined in 24 V.S.A. § 4303, without education property tax
15 increment;

16 (iii) the lack of new construction in the municipality, indicated by a
17 stagnant or declining grand list value as determined by the Department of
18 Taxes, considering both the total full listed value and the equalized education
19 grand list value; and

20 (iv)(I) the amount of additional tax revenue expected to be
21 generated as a result of the proposed project;

1 (II) the percentage of that revenue that shall be paid to the

2 Education Fund;

3 (III) the percentage that shall be paid to the municipality; and

4 (IV) the percentage of the revenue paid to the municipality that
5 shall be used to pay financing incurred for development of the project and
6 related costs.

7 (2) Process requirements. Determine that each application meets all of
8 the following requirements:

9 (A) The municipality held public hearings and established a project.

10 (B) The municipality has developed a tax increment financing project
11 plan, including a project description; a development financing plan; a pro
12 forma projection of expected costs; a projection of revenues; a statement and
13 demonstration that the project would not proceed without the allocation of a
14 tax increment; evidence that the municipality is actively seeking or has
15 obtained other sources of funding and investment; and a development schedule
16 that includes a list, a cost estimate, and a schedule for public improvements
17 and projected private development to occur as a result of the improvements.

18 The creation of the project shall occur at 12:01 a.m. on April 1 of the calendar
19 year the municipal legislative body votes to approve the tax increment
20 financing project plan.

1 (C) the municipality has approved or pledged the utilization of
2 incremental municipal tax revenues for the purposes of the project in the
3 proportion set for in subsection (i)(2) of this section.

4 (3) The Vermont Economic Progress Council shall determine there is a
5 relationship between the improvement and the expected development and
6 redevelopment for the project and expected outcomes in the TIF Project Zone.

7 (f) Incurring indebtedness.

8 (1) A municipality approved under the process set forth in subsection (e)
9 of this section may incur indebtedness against revenues to provide funding to
10 pay for improvements and related costs for the project development.

11 (2) Notwithstanding any provision of any municipal charter, the
12 municipality shall only require one authorizing vote to incur debt through one
13 instance of borrowing to finance or otherwise pay for the tax increment
14 financing project improvements and related costs; provided, however, that a
15 municipality may present one or more subsequent authorization votes in the
16 event a vote fails. The municipality shall be authorized to incur indebtedness
17 only after the legal voters of the municipality, by a majority vote of all voters
18 present and voting on the question at a special or annual municipal meeting
19 duly warned for the purpose, authorize the legislative body to pledge the credit
20 of the municipality, borrow, or otherwise secure the debt for the specific
21 purposes so warned.

1 (3) Any indebtedness shall be incurred within five years from the date
2 of approval by the Vermont Economic Progress Council.

3 (g) Original taxable value. As of the date the project is approved by the
4 legislative body of the municipality, the lister or assessor for the municipality
5 shall certify the original taxable value and shall certify to the legislative body
6 in each year thereafter during the life of the project the amount by which the
7 total valuation as determined in accordance with 32 V.S.A. chapter 129 of all
8 taxable real property located within the project has increased or decreased
9 relative to the original taxable value.

10 (h) Tax increments.

11 (1) In each year following the approval of the project, the lister or
12 assessor shall include not more than the original taxable value of the real
13 property in the assessed valuation upon which the treasurer computes the rates
14 of all taxes levied by the municipality and every other taxing district in which
15 the project is situated, but the treasurer shall extend all rates so determined
16 against the entire assessed valuation of real property for that year. In each year,
17 the municipality shall hold apart, rather than remit to the taxing districts, that
18 proportion of all taxes paid that year on the real property within the project that
19 the excess valuation bears to the total assessed valuation. The amount held
20 apart each year is the “tax increment” for that year. Not more than the
21 percentages established pursuant to subsection (i) of this section of the

1 municipal and State education tax increments received with respect to the
2 project and committed for the payment for financing for improvements and
3 related costs shall be segregated by the municipality in a special tax increment
4 financing project account and in its official books and records until all capital
5 indebtedness of the project has been fully paid. The final payment shall be
6 reported to the treasurer, who shall thereafter include the entire assessed
7 valuation of the project in the assessed valuations upon which municipal and
8 other tax rates are computed and extended and thereafter no taxes from the
9 project shall be deposited in the project's tax increment financing account.

10 (2) In each year, a municipality shall remit not less than the aggregate
11 original taxable value to the Education Fund.

12 (3) Notwithstanding any charter provision or other provision, all
13 property taxes assessed within a project shall be subject to the provision of
14 subdivision (1) of this subsection. Special assessments levied under 24 V.S.A.
15 chapters 76A or 87 or under a municipal charter shall not be considered
16 property taxes for the purpose of this section if the proceeds are used
17 exclusively for operating expenses related to properties within the project and
18 not for improvements within the district, as defined in subdivision (a)(3) of this
19 section.

1 (4) Amounts held apart under subdivision (1) of this subsection shall
2 only be used for financing and related costs as defined in subsection (a) of this
3 section.

4 (i) Use of tax increment.

5 (1) Education property tax increment. For only debt incurred within the
6 period permitted under subdivision (e)(3) of this section after approval of the
7 project, up to 80 percent of the education tax increment may be retained to
8 service the debt and related costs, beginning with the first year in which debt is
9 incurred for the project. Upon incurring the first debt, a municipality shall
10 notify the Department of Taxes and the Vermont Economic Progress Council
11 of the beginning of the retention period of the education tax increment.

12 (2) Use of the municipal property tax increment. For only debt incurred
13 within the period permitted under subdivision (e)(3) of this section after
14 approval of the project, not less than 100 percent of the municipal tax
15 increment shall be retained to service the debt and related costs, beginning the
16 first year in which debt is incurred for the project.

17 (3) Retention of tax increment shall continue until all debt is retired.

18 (j) Distribution. Of the municipal and education tax increments received in any
19 tax year that exceed the amounts committed for the payment of the financing
20 for improvements and related costs for the project, equal portions of each
21 increment may be retained for the following purposes: prepayment of principal

1 and interest on the financing, placed in a special account required by
2 subdivision (g)(1) of this section and used for future financing payments, or
3 used for defeasance of the financing. Any remaining portion of the excess
4 municipal tax increment shall be distributed to the city, town, or village
5 budget, in the proportion that each budget bears to the combined total of the
6 budgets, unless otherwise negotiated by the city, town, or village, and any
7 remaining portion of the excess education tax increment shall be distributed to
8 the Education Fund.

9 (k) Information reporting. Every municipality with an approved project
10 pursuant to this section shall:

11 (1) Develop a system, segregated for the project, to identify, collect,
12 and maintain all data and information necessary to fulfill the reporting
13 requirements of this section, including performance measures.

14 (2) Provide, as required by events, notification to the Vermont
15 Economic Progress Council and the Department of Taxes regarding any tax
16 increment financing development project debt obligations, public votes, or
17 votes by the municipal legislative body immediately following such obligation
18 or vote on a form prescribed by the Council, including copies of public notices,
19 agendas, minutes, vote tally, and a copy of the information provided to the
20 public in accordance with 24 V.S.A. § 1894(i).

21 (3) Annually:

1 (A) Ensure that the tax increment financing project account required
2 by subdivision (h)(1) is subject to the annual audit prescribed in subsection (m)
3 of this section. Procedures must include verification of the original taxable
4 value and annual and total municipal and education tax increments generated,
5 expenditures for debt and related costs, and current balance.

6 (B) On or before October 15 of each year, on a form prescribed by the
7 Council, submit an annual report to the Vermont Economic Progress Council
8 and the Department of Taxes, including the information required by
9 subdivision (2) of this section if not already submitted during the year, all
10 information required by subdivision (A) of this subdivision (3), and the
11 information required by 32 V.S.A. § 5404a(i), including performance measures
12 and any other information required by the Council or the Department of Taxes.

13 (1) Annual report. The Vermont Economic Progress Council and the
14 Department of Taxes shall submit an annual report to the Senate Committees
15 on Economic Development, Housing and General Affairs and on Finance and
16 the House Committees on Commerce and Economic Development and on
17 Ways and Means on or before ~~April~~ January 1 each year. The report shall
18 include the date of approval, a description of the project, the original taxable
19 value of the property subject to the project development, the scope and value
20 of projected and actual improvements and developments in the TIF Project
21 Zone, projected and actual incremental revenue amounts, and division of the

1 increment revenue between project debt, the Education Fund, the special
2 account required by subdivision (h)(1) and the municipal General Fund,
3 projected and actual financing, and a set of performance measures developed
4 by the Vermont Economic Progress Council, which may include outcomes
5 related to the criteria for which the municipality applied and the amount of
6 infrastructure work performed by Vermont firms.

7 (m) Audit; financial reports. Annually, until the year following the end of
8 the period for retention of education tax increment, a municipality with an
9 approved project under this section shall on or before April 1, ensure that the
10 project is subject to the annual audit prescribed in 24 V.S.A. § 1681 or 1690
11 and submit a copy to the Vermont Economic Progress Council. In the event
12 that the audit is only subject to the audit under 24 V.S.A. § 1681, the Vermont
13 Economic Progress Council shall ensure a process is in place to subject the
14 project to an independent audit. Procedures for the audit must include
15 verification of the original taxable value and annual and total municipal and
16 education tax increments generated, expenditures for debt and related costs,
17 and current balance.

18 (n) Authority to issue decisions.

19 (1) The Secretary of Commerce and Community Development, after
20 reasonable notice to a municipality and an opportunity for a hearing, is
21 authorized to issue decisions to a municipality on questions and inquiries

1 concerning the administration of projects, statutes, rules, noncompliance with
2 this section, and any instances of noncompliance identified in audit reports
3 conducted pursuant to subsection (m) of this section.

4 (2) The Vermont Economic Progress Council shall prepare
5 recommendations for the Secretary prior to the issuance of a decision. As
6 appropriate, the Council may prepare such recommendations in consultation
7 with the Commissioner of Taxes, the Attorney General, and the State
8 Treasurer. In preparing recommendations, the Council shall provide a
9 municipality with a reasonable opportunity to submit written information in
10 support of its position. The Secretary shall review the recommendations of the
11 Council and issue a final written decision on each matter within 60 days of the
12 receipt of the recommendations. The Secretary may permit an appeal to be
13 taken by any party to a Superior Court for determination of questions of law in
14 the same manner as the Supreme Court may by rule provide for appeals before
15 final judgment from a Superior Court before issuing a final decision.

16 (o) The Vermont Economic Progress Council is authorized to adopt policies
17 that are consistent with the 2015 TIF Rule, as may be modified by subsequent
18 rule, to implement this section.

19 * * * Tax Increment Financing * * *

20 Sec. 24. 2020 Acts and Resolves No. 111, Sec. 1 is amended to read:

21 Sec. 1. TAX INCREMENT FINANCING DISTRICT; TOWN OF

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HARTFORD

Notwithstanding any other provision of law, the authority of the Town of Hartford to:

(1) incur indebtedness for its tax increment financing district is hereby extended for ~~three years beginning on March 31, 2021~~ until March 31, 2026.

~~This extension does not extend any period that municipal or education tax increment may be retained.~~

(2) retain municipal and education tax increment is hereby extended until December 31, 2036.

Sec. 25. 2021 Acts and Resolves No. 73, Sec. 26a, amending 2020 Acts and Resolves No. 175, Sec. 29, is amended to read:

Sec. 26a. 2020 Acts and Resolves No. 175, Sec. 29 is amended to read:

Sec. 29. TAX INCREMENT FINANCING DISTRICTS; DEBT INCURRENCE PERIODS; EXTENSIONS

(a) Notwithstanding any other provision of law, the period to incur indebtedness is extended for the following tax increment financing districts:

(1) The Barre City Downtown Tax Increment Financing District is extended to ~~March 31, 2024~~ [INSERT DATE].

* * *

* * * Single-Room Occupancy * * *

Sec. 26. SINGLE-ROOM OCCUPANCY

1 Of the amounts available from State funds and federal COVID-19 relief
2 funds, it is the intent of the General Assembly to appropriate up to \$5,000,000
3 to the Department of Housing and Community Development funding to design
4 and implement a pilot program to provide matching funds for the new
5 development or redevelopment of single-room occupancy facilities.

6 * * Risk Mitigation Pool * * *

7 Sec. 27. RISK POOL FUNDING

8 Of the amounts available from State funds and federal COVID-19 relief
9 funds, it is the intent of the General Assembly to appropriate funding to the
10 Agency of Human Services to provide additional support for housing risk
11 pools and housing mitigation funds.

12 * * * Large Employer Housing Partnership * * *

13 Sec. 28. EMPLOYER HOUSING PARTNERSHIP PROGRAM

14 Of the amounts available from State funds and federal COVID-19 relief
15 funds, it is the intent of the General Assembly to appropriate to the Department
16 of Housing and Community Development funding to design and implement a
17 program to provide matching funds of not more than \$5,000.00 per employee
18 for the costs an employer with 25 or more employees incurs to provide housing
19 for its workforce.

20 * * * Conversion of Commercial Properties to Residential Use * * *

21 Sec. 29. COMMERCIAL PROPERTY CONVERSION INCENTIVE

1 of Housing and Community Development funding to expand safe and
2 affordable housing options through manufactured housing, to improve safety
3 and resiliency of existing mobile home communities, and to support the safety
4 and improvement of mobile home park infrastructure.

5 * * * Vermont Housing Finance Agency * * *

6 Sec. 32. VHFA WHOLE LOAN FUND

7 Of the amounts available from State funds and federal COVID-19 relief
8 funds, it is the intent of the General Assembly to appropriate necessary funds
9 and grant necessary authority to the Vermont Housing Finance Agency to
10 support the creation and implementation of a Whole Loan Fund.

11 * * * Missing Middle-Income Homeownership

12 Development Pilot Program * * *

13 Sec. 33. 2022 Acts and Resolves No. 182, Sec. 11 is amended to read:

14 Sec. 11. MISSING MIDDLE-INCOME HOMEOWNERSHIP

15 DEVELOPMENT PILOT PROGRAM

16 (a) The following amounts are appropriated from the America Rescue Plan
17 Act (ARPA) – Coronavirus State Fiscal Recovery Funds to the Department of
18 Housing and Community Development to grant to the Vermont Housing
19 Finance Agency to establish the Missing Middle-Income Homeownership
20 Development Pilot Program:

21 (1) \$5,000,000.00 in fiscal year 2022; and

1 (2) \$10,000,000.00 in fiscal year 2023.

2 (b) As used in this section:

3 (1) “Affordable owner-occupied housing” means owner-occupied
4 housing identified in 26 U.S.C. § 143(c)(1) or that qualifies under Vermont
5 Housing Finance Agency criteria governing owner-occupied housing.

6 (2) “Income-eligible homebuyer” means a Vermont household with
7 annual income that does not exceed 120 percent of area median income.

8 (c) The Agency shall use the funds appropriated in this section to provide
9 subsidies for new construction or acquisition and substantial rehabilitation of
10 affordable owner-occupied housing for purchase by income-eligible
11 homebuyers.

12 (d) The total amount of subsidies for a project shall not exceed 35 percent
13 of eligible development costs, as determined by the Agency, which the Agency
14 may allocate consistent with the following:

15 (1) Developer subsidy. The Agency may provide a direct subsidy to the
16 developer, which shall not exceed the difference between the cost of
17 development and the market value of the home as completed.

18 (2) Affordability subsidy. Of any remaining amounts available for the
19 project after the developer subsidy, the Agency may provide a subsidy for the
20 benefit of the homebuyer to reduce the cost of purchasing the home, provided
21 that:

1 (A) the Agency includes conditions in the subsidy, or uses another
2 legal mechanism, to ensure that, to the extent the home value has risen, the
3 amount of the subsidy remains with the home to offset the cost to future
4 homebuyers; or

5 (B) the subsidy is subject to a housing subsidy covenant, as defined
6 in 27 V.S.A. § 610, that preserves the affordability of the home for a period of
7 99 years or longer.

8 (3) The Agency shall allocate not less than 33 percent of the funds
9 available through the Program to projects that include a housing subsidy
10 covenant consistent with subdivision (2)(B) of this subsection.

11 (e) The Agency shall adopt a Program plan that establishes application and
12 selection criteria, including:

- 13 (1) project location;
- 14 (2) geographic distribution;
- 15 (3) leveraging of other programs;
- 16 (4) housing market needs;
- 17 (5) project characteristics, including whether the project includes the use
18 of existing housing as part of a community revitalization plan;
- 19 (6) construction standards, including considerations for size;
- 20 (7) priority for plans with deeper affordability and longer duration of
21 affordability requirements;

1 (8) sponsor characteristics;

2 (9) energy efficiency of the development; and

3 (10) historic nature of the project.

4 (f)(1) When designing and implementing the program, the Agency shall
5 consult experts in the field and stakeholders to inform the design of the
6 program.

7 (2) The program shall include a streamlined and minimal application
8 process for applicants to apply.

9 (3) The program design shall establish:

10 (A) an outreach and education plan including specific tactics to reach
11 and support eligible applicants, especially those from underserved regions or
12 sectors;

13 (B) an equitable system for distributing grants statewide on the basis
14 of need according to a system of priorities, including:

15 (i) geographic location;

16 (ii) community size; and

17 (iii) whether an application has already received a grant or is from
18 an applicant in a community that has already received Program funding.

19 (4) The Agency shall use its best efforts to assure:

1 (A) that grant funds awarded are targeted to the geographic
2 communities or regions with the most pressing economic and employment
3 needs; and

4 (B) that the allocation of grant funds provides equitable access to the
5 benefits to all eligible geographical areas.

6 (g) The Agency may assign its rights under any investment or subsidy made
7 under this section to the Vermont Housing and Conservation Board or any
8 State agency or nonprofit organization qualifying under 26 U.S.C. § 501(c)(3),
9 provided such assignee acknowledges and agrees to comply with the
10 provisions of this section.

11 ~~(g)~~ (h) The Agency shall ensure that initial investments made under this
12 Program are obligated by December 31, 2024 and expended by December 31,
13 2026.

14 ~~(h)~~ (i) The Department shall report to the House Committee on General,
15 Housing, and Military Affairs and Senate Committee on Economic
16 Development, Housing and General Affairs on the status of the Program
17 annually, on or before January 15, through 2027.

18 Sec. 34. MISSING MIDDLE; FUNDING

19 Of the amounts available from State funds and federal COVID-19 relief
20 funds, it is the intent of the General Assembly to appropriate additional

1 funding to the Vermont Housing Finance Agency for the Missing Middle-
2 Income Homeownership Development Pilot Program.

3 * * * Vermont Rental Housing Improvement Program * * *

4 Sec. 35. 10 V.S.A. § 699 is amended to read:

5 § 699. VERMONT RENTAL HOUSING IMPROVEMENT PROGRAM

6 (a) Creation of Program.

7 (1) The Department of Housing and Community Development shall
8 design and implement the Vermont Rental Housing Improvement Program,
9 through which the Department shall award funding to statewide or regional
10 nonprofit housing organizations, or both, to provide competitive grants and
11 forgivable loans to private landlords for the rehabilitation, including
12 weatherization, of eligible rental housing units.

13 (2) The Department shall develop statewide standards for the Program,
14 including factors that partner organizations shall use to evaluate applications
15 and award grants and forgivable loans.

16 (b) Eligible rental housing units. The following units are eligible for a grant
17 or forgivable loan through the Program:

18 (1) Non-code compliant. The unit does not comply with the requirements
19 of applicable building, housing, or health laws.

20 (2) New accessory dwelling. The unit will be a newly created accessory
21 dwelling unit that meets the requirements of 24 V.S.A. § 4412(1)(E).

1 (c) Administration. The Department shall require a housing organization
2 that receives funding under the Program to adopt:

3 (1) a standard application form that describes the application process and
4 includes instructions and examples to help landlords apply;

5 (2) an award process that ensures equitable selection of landlords,
6 subject to a housing organization's exercise of discretion based on the factors
7 adopted by the Department pursuant to subsection (a) of this section; and

8 (3) a grant and loan management system that ensures accountability for
9 funds awarded.

10 (d) Program requirements applicable to grants and forgivable loans.

11 (1) A grant or loan shall not exceed \$50,000.00 per unit. In determining
12 the amount of a grant or loan, a housing organization shall consider the number
13 of bedrooms in the unit and whether the unit is being rehabilitated or newly
14 created.

15 (2) A landlord shall contribute matching funds or in-kind services that
16 equal or exceed 20 percent of the value of the grant or loan.

17 (3) A project may include a weatherization component.

18 (4) A project shall comply with applicable building, housing, and health
19 laws.

1 (5) The terms and conditions of a grant or loan agreement apply to the
2 original recipient and to a successor in interest for the period the grant or loan
3 agreement is in effect.

4 (6) The identity of a recipient and the amount of a grant or forgivable
5 loan are public records that shall be available for public copying and inspection
6 and the Department shall publish this information at least quarterly on its
7 website.

8 (e) Program requirements applicable to grants. For a grant awarded under
9 subdivision (b)(1) of this section for a unit that is non-code compliant, the
10 following requirements apply for a minimum period of five years:

11 (1) A landlord shall coordinate with nonprofit housing partners and local
12 coordinated entry organizations to identify potential tenants.

13 (2)(A) Except as provided in subdivision (2)(B) of this subsection (e), a
14 landlord shall lease the unit to a household that is exiting homelessness or
15 actively working with an immigrant or refugee resettlement program.

16 (B) If, upon petition of the landlord, the Department or the housing
17 organization that issued the grant determines that a household exiting
18 homelessness is not available to lease the unit, then the landlord shall lease the
19 unit:

20 (i) to a household with an income equal to or less than 80 percent
21 of area median income; or

1 (ii) if such a household is unavailable, to another household with
2 the approval of the Department or housing organization.

3 (3)(A) A landlord shall accept any housing vouchers that are available to
4 pay all, or a portion of, the tenant's rent and utilities.

5 (B) If no housing voucher or federal or State subsidy is available, the
6 total cost of rent for the unit, including utilities not covered by rent payments,
7 shall not exceed the applicable fair market rent established by the Department
8 of Housing and Urban Development.

9 (4)(A) A landlord may convert a grant to a forgivable loan upon approval
10 of the Department and the housing organization that approved the grant.

11 (B) A landlord who converts a grant to a forgivable loan shall receive
12 a 10-percent credit for loan forgiveness for each year in which the landlord
13 participates in the grant program.

14 (f) Requirements applicable to forgivable loans. For a forgivable loan
15 awarded under subdivision (b)(1) of this section for a unit that is non-code
16 compliant, the following requirements apply for a minimum period of 10
17 years:

18 (1)(A) A landlord shall accept any housing vouchers that are available to
19 pay all, or a portion of, the tenant's rent and utilities.

20 (B) If no housing voucher or federal or State subsidy is available, the
21 cost of rent for the unit, including utilities not covered by rent payments, shall

1 not exceed the applicable fair market rent established by the Department of
2 Housing and Urban Development.

3 (2) The Department shall forgive 10 percent of the amount of a
4 forgivable loan for each year a landlord participates in the loan program.

5 (g) Requirements for an accessory dwelling unit.

6 (1) For a grant or forgivable loan awarded under subdivision (b)(2) of
7 this section for a unit that is a new accessory dwelling unit, the total cost of
8 rent for the unit, including utilities not covered by rent payments, shall not
9 exceed the applicable fair market rent established by the Department of
10 Housing and Urban Development.

11 (2) A landlord shall not offer an accessory dwelling unit created through
12 the Program as a short-term rental, as defined in 18 V.S.A. § 4301.

13 (h) Lien priority. A lien for a grant converted to a loan or for a forgivable
14 loan issued pursuant to this section is subordinate to:

15 (1) a lien on the property in existence at the time the lien for
16 rehabilitation and weatherization of the rental housing unit is filed in the land
17 records; and

18 (2) a first mortgage on the property that is refinanced and recorded after
19 the lien for rehabilitation and weatherization of the rental housing unit is filed
20 in the land records.

21 Sec. 36. VHIP; FUNDING

VPA is a non-profit advocacy and educational organization of over 150 planners and related professionals. We are dedicated to the advancement of community planning in Vermont at the local, regional, and state levels, to foster vibrant communities and a healthy environment.

Our membership is diverse, including municipal planners, regional planning commission staff, private planning consultants, state planning professionals, etc. We also work to coordinate VPA's advocacy and education with other groups involved in planning policy such as VAPDA (VT Association of Planning & Development Agencies), VLCT, and the Agency of Commerce and Community Development.



A section of the
Northern New England Chapter
American Planning Association
nne.planning.org/sections/vermont

Addressing the Housing Crisis**Vermont Planners Association Recommendations**

January 13, 2023

**Overview**

Vermont is suffering from a housing crisis. It shows up in a variety of ways: employers are having a difficult time hiring, half of renters are paying too much for housing, first time homebuyers can't find homes, people end up having to buy housing further away from their jobs, and there aren't enough housing options available for all parts of the market.

The reason for the housing demand is due in large part to VT's aging demographic, an increase in single person households, and population growth in some regions; combined with a declining rate of new home construction over the last four decades, which was exacerbated by the COVID pandemic.

In addition, Vermont has vast racial disparities in housing, with a nearly 50% difference in the homeownership rate between Black and White families. VT's population growth has been and is projected to be from populations of color¹. Creating more inclusive opportunities will result in economic and social benefits for the state.

Finally, Vermont has not effectively defined where new homes should go. Without that level of planning, state policies and funds can sometimes be at cross purposes making it more difficult to deliver homes to those that need them.

Recommendations

VPA recommends continuing to identify ways to incentivize or encourage development of housing, specifically "the missing middle." There has been a lot of work on this topic already, including a significant amount of funding in the 2022 legislative session. Continued funding is needed for diverse housing types that aren't well represented in the market, and are more inherently affordable – e.g., small multi-unit buildings, small single-unit dwellings, accessory dwelling units. VPA believes there are five specific categories of work to be done:

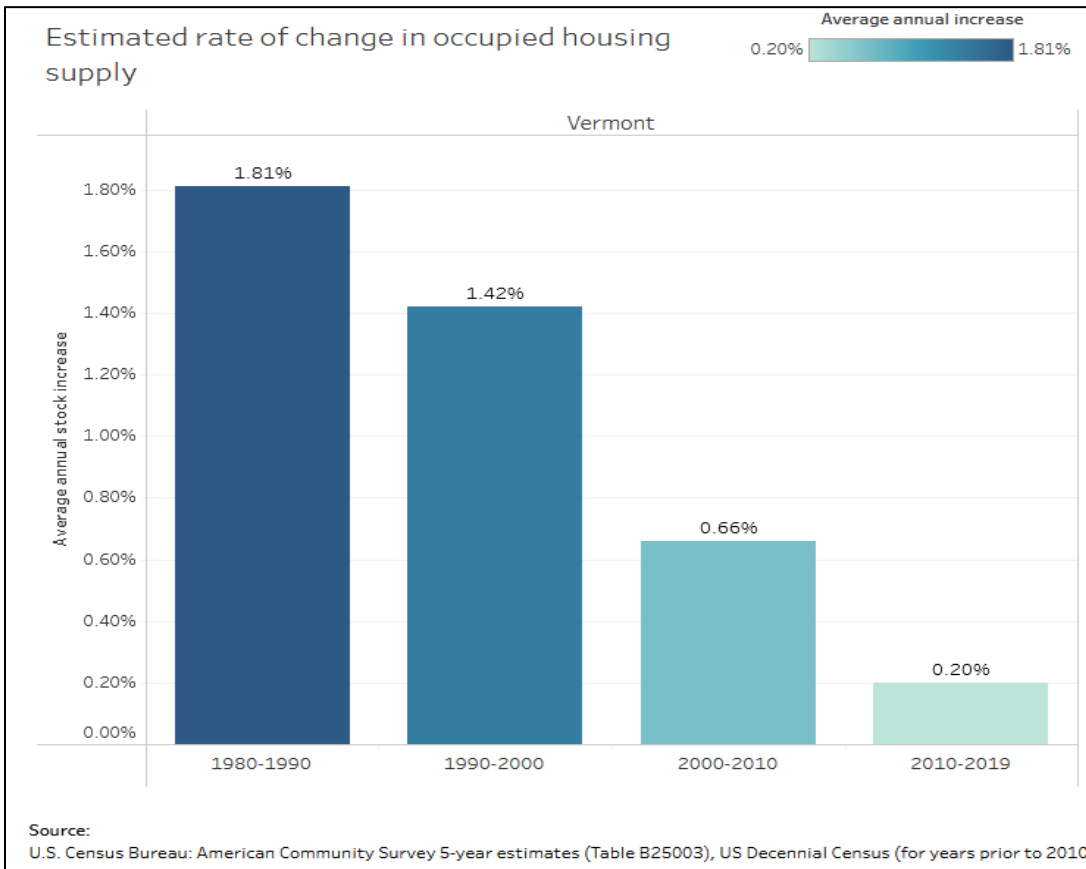
- a. **Wastewater:** A major limiting factor to housing development in our Villages is wastewater. This includes funding issues and permitting issues. Specifically, VPA requests additional funding for the Village Water and Wastewater Initiative for planning and design of rural wastewater systems. VPA also believes it is important to clarify state wastewater permit requirements for Accessory Dwelling Units, reduce State wastewater permit burden for some or all municipal sewer/water hookups, and ease requirements for alternative wastewater systems.
- b. **Zoning and Chapter 117:** Support municipalities in reforming development regulations to promote fair housing, create more diverse housing types and opportunities (dwelling unit size, single vs. multi-unit homes, rental and owner-occupied housing) and increase the supply of housing. In the short-term, continue to fund the Bylaw Modernization Grant program to address incremental and focused changes at the municipal level. Consider targeted changes to Chapter 117 during the 2023 legislative session. Looking forward, establish a study committee, comprised of planners, housing developers, housing providers, equity professionals, and other key stakeholders to analyze and recommend further changes to Chapter 117.
- c. **Data Improvements:** Currently there is no consistent data throughout the state on how many homes exist and are newly built. Without this data it is hard to properly define the problem and the solution. In addition, population and housing projections are necessary for future planning, and are not done consistently at the state level. Provide VCGI with funding and resources needed to produce annually updated municipal- and regional-level population and growth projections that can serve cross sector policymaking.
- d. **State Policies and Programs:** Align state policies and programs to remove barriers to development within the state designation areas (for reference this is only 0.3% of the state's land area). Consider reforms to Act 250 to help facilitate the development of more high-density housing, including reductions in Act 250 jurisdiction within state designated areas as may be recommended by reports commissioned in Act 182 of 2022. Eliminating redundant development review, and the application and mitigation fees associated with those reviews, will lower the cost of housing development in areas that have been planned for, and recognized as, suitable locations for growth.

¹ Report of the Executive Director of Racial Equity, January 15, 2020. Prepared by Xusana R. Davis, Esq.

https://racialequity.vermont.gov/sites/reap/files/doc_library/EDRE%20Report%20to%20GA%202020%20-%20REVISED_0.pdf

- e. **Funding:** In addition to funding planning work for housing as noted above, continue to fund supportive housing programs, and housing for those experiencing homelessness. These programs should include first time buyer education and support for historically disadvantaged groups.

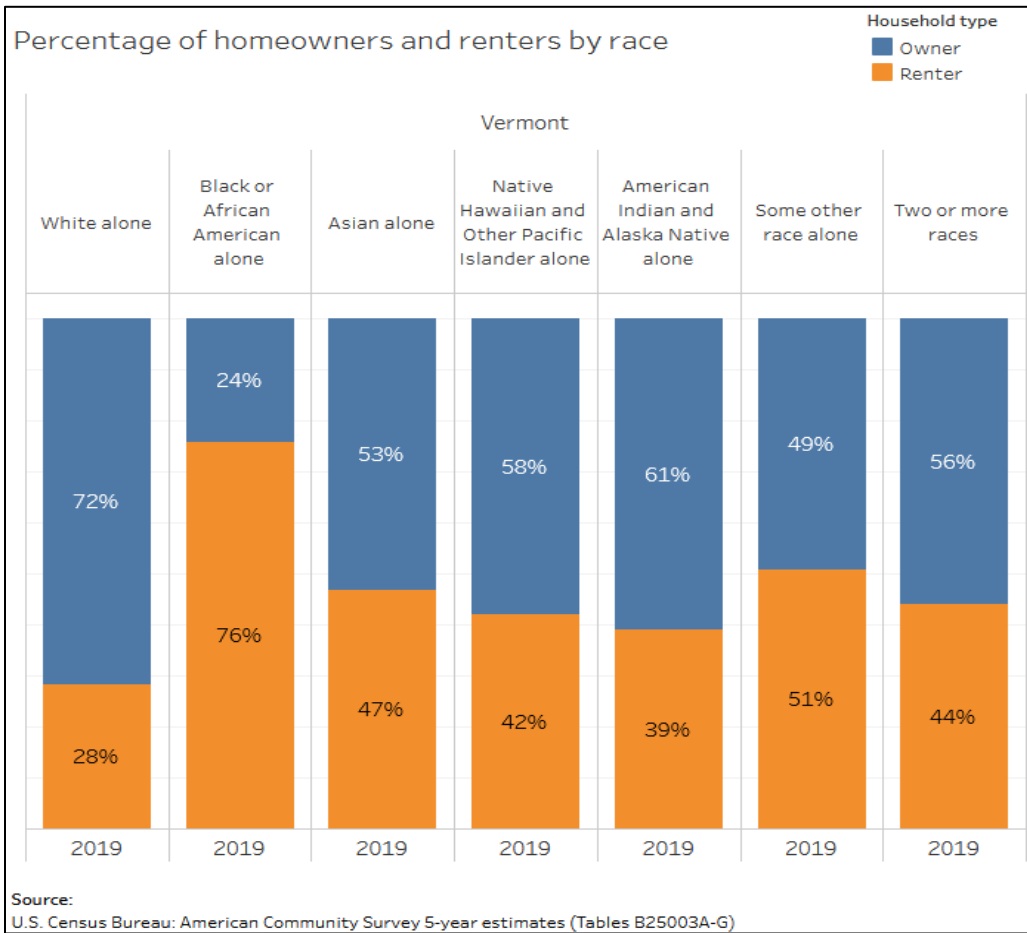
Background Information on Housing Challenges:



Home building declines statewide, while the need for homes has increased. In accordance with Vermont Housing Finance Agencies’ 2020 VT Housing Needs Assessment, “Before 2010, the number of homes in Vermont increased at an average annual pace of 1%.” That pace dropped to only 0.20% between 2010 and 2019. Meanwhile the need for homes has increased due to reductions in household size in all parts of the state, and population growth in some parts of the state. The Needs Assessment also identifies a need for 5,800 new primary homes in Vermont by 2025. This is likely a low projection and we are already behind the ball with COVID challenges.

Housing is unaffordable for many. Nearly 90,000 renter and owner households (36% of all households in the state) pay more than 30% of their income on their housing costs. “These households have the least flexibility to adjust to higher housing prices or move to other locations and are therefore hard hit when housing markets are constrained or decline” (Vermont Housing Finance Agency, 2020 VT Housing Needs Assessment).

Homeownership among Black and African American households is significantly lower than White households. Wealth creation in the United States is largely driven by homeownership. Black Americans have historically been denied access to housing, homeownership, and home loans due to government policies such as redlining, urban renewal, and race-based housing covenants.



Significant needs exist for supportive housing. The 2020 VT Housing Needs Assessment also highlights housing quality challenges, and a continued demand for service-enriched housing. The number of households requiring supportive services far outnumber the services available. Despite significant effort to address homelessness, VT consistently has a relatively high population of people experiencing homelessness.

VPA Contacts:

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- Darren Schibler, Chair, VPA Legislative Committee, dschibler@ccrvcvt.org, 408-691-7682

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Vermont Planners Association (VPA) Legislative Report – January 31, 2023

Not much new on the Senate side this week as discussion of the omnibus housing bill and affordable heat act continue, but plenty of new bills in the House. See below for reporting by Alex Weinhagen, Kati Gallagher, and Kerry Brosnan.

Senate Bills

Reported by Kati Gallagher and Kerry Brosnan

New bills introduced

S.38 – Act 250 Downtown Master Plan Permits – this bill would allow municipalities to apply for master plan permits from Act 250 designated downtowns and neighborhood development areas, which in turn would allow individual projects to be reviewed as permit amendments. The bill also would allocate \$300,000 to the Municipal and Regional Planning Fund and \$500,000 to the Natural Resources Board to support applications for master plan permits. Unclear if this bill has legs.

Updates on planning bills

S.5 - Clean Heat Standard – Senate Natural Resources and Energy continued testimony on this bill.

DR-0091 – Omnibus Housing (not yet) Bill – see summary under House Updates on Planning Bills.

House Bills

Reported by Alex Weinhagen and Kerry Brosnan

Updates on Planning Bills

H.42 - Public meetings, extending flexibility – This bill was fast tracked and signed by the Governor on January 25 (Act 1). It extends most of the covid-era public meeting allowances until July 1, 2024 – e.g., annual meeting scheduling, remote participation, fully remote public meetings, etc.

Omnibus Housing Bill – Senate Economic Development, Housing, and General Affairs – Discussion of the omnibus housing bill (DR 23-0091) continued in this Senate committee. Nearly every day was packed with testimony from a variety of experts and interest groups. You can find the draft bill (DR 23-0091) on the committee's website [here](#). Discussion of the municipal permit reform and pre-emption portions of the bill continue to generate a lot of comments – see sections 1-9.

- **Section 1 – Parking** – restricts how much can be required to no more than one space per dwelling unit
- **Section 2 – Density & Building Height** – when served by municipal water and sewer: municipality must allow a residential density of at least five units per acre; mixed use developments and affordable housing developments must be granted a 40% density bonus and additional building height (one more habitable floor) beyond the municipality's maximum.

- **Section 3 – Emergency Shelters** – requires that this use type be allowed, and limits review in the same fashion as uses listed in section 4413(a)(1) – e.g., schools, state buildings/uses, churches, hospitals, etc.
- **Section 4 – Definitions** – provides definitions for “duplex”, “emergency shelter”, “multi-unit dwelling” – would allow each unit of a duplex to have an ADU
- **Section 5 – Bylaw Reporting** – requires additional reporting to the State (DHCD) when municipal bylaws are updated
- **Section 5a – Appeals** – changes who can appeal a ZA permit/action; eliminates the category of “Any 10 persons”
- **Section 6&7 – Subdivision Administrative Approval** – allows municipalities to enable administrative review of minor subdivisions
- **Section 8 – Appeals** – prohibits appeals of municipal conditional use approvals for residential development on the basis of “character of the area” for projects within certain State designation areas: downtowns, neighborhood development areas, and growth centers.
- **Section 9 – Decisions** – for housing development, prohibits municipal review boards from imposing conditions that would increase lot size or parking requirements, or reduce density or building size beyond what is required/allowed for in the municipality’s land use regulations. Includes an option to do so if the municipality demonstrates it is required by a non-discretionary standard (e.g., wetlands, flood hazard area, etc.), and that it will not result in an unequal treatment of housing or an unreasonable exclusion of housing development

VPA is finalizing our comments. We will distribute these to everyone once the Executive Committee reviews, edits, and approves them. Alex Weinhagen is scheduled to deliver VPA’s testimony on Wednesday (2/1). Individual VPA members are encouraged to review the bill, and contact members of this Senate committee with comments. Be sure to copy your email to the committee staff person as well. Contact information for these five Senators and the committee staff assistant is available on the committee’s website [here](#). We recommend forwarding these comments to your legislators as well, so they are in the loop early on. Please forward your comments to me as well, so our VPA Legislative Committee is aware of them.

New bills introduced

H.95 – Municipal energy resilience grant revision – This bill proposes to amend the Municipal Energy Resilience Grant Program to add the purchase or replacement of equipment that reduces energy consumption to the list of eligible uses of a grant award.

H.96 – Clean Heat Standard (House version) – House version of the Senate bill that is already under discussion (S.5). This bill proposes to establish the Clean Heat Standard to reduce Vermont’s greenhouse gas emissions from the thermal sector. The Clean Heat Standard shall be administered by the Public Utility Commission with assistance from the Clean Heat Standard Technical Advisory Group and the Equity Advisory Group.

H.100 – Pedestrian Safety – This bill proposes to allow municipalities to seasonally install in-street pedestrian crossing signs in crosswalks, allow municipalities to lower certain speed limits on State highways, and express the General Assembly’s intent that the Traffic Committee should not increase the speed limit on a State highway in response to a municipality’s request that the speed limit be lowered.

H.101 – Transportation Affordability Act of 2023 – Multifaceted bill with many provisions - e.g., VTTrans plan for greenhouse gas reductions; transportation and climate initiative program; self-funded feebate program based on car efficiency; appropriate funds for bike/ped program and ebike incentive program; amend the State’s transportation policy related to emissions and infrastructure; update complete streets policy; VTTrans update of the VT State Standards; work with Amtrak on service modifications; appropriate funds to maintain zero-fare service on urban public transit.

H.105 – Community Resilience & Disaster Mitigation – This bill proposes to create the Community Resilience and Disaster Mitigation Grant Program and the Community Resilience and Disaster Mitigation Fund. This bill also increases the assessment on certain insurance company premiums for the Community Resilience and Disaster Mitigation Fund.

H.110 – Telecom facilities, PUC review extension (bill #2) – This bill proposes to extend the sunset on applications under 30 V.S.A. § 248a, the statute that governs the siting of telecommunications facilities, for an additional three years. In other words, pre-empting municipal review of telecom facilities until 2026. Essentially does the same as H.70.

H.111 – Workforce housing & Permitting – Tackles the housing issue from a different angle than the municipal permitting pre-emption in H.68. This bill proposes to make multiple changes related to housing investment and regulatory reform. It would amend the Vermont Rental Housing Improvement Program to expand eligible uses of funds and provide additional funding, amend the Missing Middle-Income Homeownership Development Pilot Program to expand geographic distribution of funds and provide additional funding, and create the Middle-Income Rental Housing Revolving Loan Program and a revolving loan fund to provide subsidized loans for rental housing developments that serve middle-income households. The bill would also amend the Municipal Bylaw Modernization Grant Program to exempt municipalities with populations of less than 1,500 persons from the grant requirement to implement the complete streets principals. It would appropriate funds to the Municipal Planning Grants with a portion of the grants reserved for municipalities that do not yet have a municipal plan or do not yet have zoning bylaws. The bill proposes to hire Housing Resource Navigators at the Vermont Association of Planning and Development Agencies for use by the regional planning commissions. It would exempt housing projects in downtowns and village centers with zoning from needing an Act 250 permit. It would remove the ability of 10 residents or property owners to appeal municipal zoning decisions. It would allow towns to register with Agency of Natural Resources (ANR) to issue authorizations for wastewater permits, in lieu of the ANR permit. It would not require mitigation of primary agricultural soils under Act 250 for an alternative or community wastewater system that will serve development within a designated area.

H.124 – Rural Economic Development Capacity - This bill proposes to provide additional funding and support to rural communities to ensure effective and equitable access to economic development resources. Amongst many other provisions, this bill would change the formula for RPC funding, and would prioritize communities that have not adopted a municipal plan or zoning bylaws for Municipal Planning Grant funding.

Online Resources

[Bill, Act and Resolution search page](#), past [VPA Legislative Reports](#), upcoming [House / Senate Committee Meetings](#), and the weekly [VLCT legislative report](#).

Staff Report for week ending February 10, 2023:

- Permitting has slowed down, for the short term – most permits issued in the last 2 weeks were for solar and various electrical work; renovations under building permits
- Have gotten a list of the final rental registry for landlords that have not paid for the fiscal year - \$50 per rental unit was due by July 1, 2022, and there are over 120 accounts still unanswered for; I hope to do the final billing this week, and then those who have not paid their fees will be in violation of Chapter 7 of the ordinances and Code Enforcement usually then writes a judicial ticket
- Regional planning – as the Secretary/Treasurer of the Executive Committee, we have been spending these last several months in the search for a new Executive Director; we have short listed our candidates to 3, and are still working toward choosing the final to then recommend to the full Regional Planning Commission our choice
- Turning Point Center – they have their current facility at 489 N Main where they rent space, and have an ACCD grant award of \$300,000 toward funds needed to purchase, renovate and open at 18 S. Main Street (white empty building to the left of the Firehouse Restaurant). They have asked the Brownfields committee of the regional planning commission for funds to assist them with both their Phase 1 ESA (Environmental Site Assessment) and now Phase 2, which is needed to finalize their grant and move it from award to grant agreement
- Barre Recovery Residence at 32 Keith Avenue is in the final stages of their punch list and walk through; we are preparing a final reimbursement request for the remaining \$500,000 for the City to reimburse Downstreet Housing (The City is a pass-through for grant agreement funds) and an open house is planned soon
- We were a recipient of the Bylaw Modernization grant as you are aware from previous attachments and conversation at our meeting; there is no word yet on whether or not we are a recipient also of the Municipal Planning Grant application for updating our North Main to Summer Street Plan
- DRB approved Downstreet Housing's request for Site Plan, Conditional and Change of Use for their project at 4 Humbert Street (formerly the Ward 5 School off Railroad and Blackwell Streets), known as their Granite City Apartments project. On February 11, 2023, that is the final day that any interested party can appeal their decision. After that, they will move forward with finishing grant agreement work that also includes 1 and 2 Bromur Street apartments, and hopes to begin work this spring. They have also asked the City for \$250,000 in ARPA funds to assist with the Humbert Street project only, which was awarded by Council on Tuesday, January 31, 2023
- The DRB was not able to meet in February for the tabled patio proposal at the Elks Club, or the flag pole height variance request by DMS Machines due to the Times Argus erring in the publication date of their agenda twice, so I had to cancel as it didn't meet statutory requirements. They will meet in March, to hear the patio proposal that the applicant has been asked to provide more information on, the DMS Machine flag pole, and now the Pinsley Depot subdivision. This is the Granite Museum's 56 Depot Square building and parking lot, that they are subdividing the building from the parking lot in order to sell the Depot, and retain the parking lot that the City leases from them

- The DRB's Decision to deny St. Monica's request to demolish a vacant house at 6 West Street was appealed by St. Monica's. I have some legal work in the form of a request by the attorneys to see about a reconsideration of the DRB, which I need to look in to
- The Forests, Parks & Recreation folks finally finished the amendment to our pool grant to reflect the absence of construction of the splash pad; I am now waiting to see when they will actually close out the grant and issue the city the final \$10,000 from the total \$200,000 grant
- You may be keeping an eye on our property sales list I update monthly on the city website, but know that 224 N Main Street (the vacant half of the old Aubuchon's on N Main) has been purchased by some locals, but I have not been approached yet about any business or use; Same with the former Coins and Hobbies building at 168 N. Main Street that was purchased by a company under Stone and Browning – they cleared out the building last week, but I have not been approached yet about a tenant, or a use
- Working with, as asked, on the Prospect Heights subdivision that Barre Area Development is working to obtain funding for, for potential future development. ED Aimee Green checks in when she has questions or needs clarification, David may have more information on BADC's progress
- The Cow Pasture's grant application for work to create a small parking lot and trail related work was applied for in November Of 2021, and I received a grant award letter in February 2022; they (VT Forests, Parks & Recreation) have been working on crafting the actual grant agreement for some time now, and the draft agreement was sent for my review last week, so both the Cow Pasture Committee and I will be reviewing the draft and making any comments by February 14th so that that can be implemented this year.