



City of Barre, Vermont
Office of Planning, Permitting & Assessing
Services
6 N. Main Street, Suite 7
Barre, VT 05641
(802) 476-0245 ~ www.barrecity.org

BARRE CITY DEVELOPMENT REVIEW BOARD AGENDA
Regular Hearing held on Thursday, April 4, 2024 ~ 7:00 P.M.
City Hall Council Chambers

Hybrid Meeting (In-person and Virtual)

<https://us06web.zoom.us/j/84972830621?pwd=dzZCsnRZY3g4L1ZjOUVLYWsyUwQ0UwQT09>

Meeting ID: 849 7283 0621 ~ Passcode: 445631

Dial by your location: +1 929 205 6099 US (New York; long distance, charges may apply)

1. Call to Order 7:00 pm
2. Adjustments to the Agenda
3. Visitors and Communications
4. Old Business
 - Consideration of Minutes from January 4, 2024 Hearing
 - Consideration of Decision from January 4, 2024 Hearing
5. New Business

Robert & Linda Nelson, 188 North Main Street. Seeks Site Plan approval to construct a pellet silo, Design Review Overlay, Historical Review Overlay, Special Flood Hazard Area District, UC-1 Zoning District.

6. Deliberative Session
7. Roundtable – as needed
8. Executive Session – as needed
9. Adjourn

Participation Note: Under Chapter 117 Title 24 of the Vermont State Statutes, *participation in these proceedings is a prerequisite to the right to make any subsequent appeal.* You will lose the right to appeal the final decision unless you participate in the process by offering, through oral or written testimony, evidence or a statement of concern related to the application being reviewed. Oral testimony must be given at the public hearing. Written testimony must be submitted prior to the close of the public hearing.

Development Review Board hearings are open to the public.
For questions about accessibility or to request accommodation, please call (802) 476-0245.

**DEVELOPMENT REVIEW BOARD
MINUTES FOR THE REGULAR HEARING
THURSDAY, January 4, 2024
DRAFT**

A regular meeting of the Barre City Development Review Board was held in person and video conference. The hearing was called to order by Chair, Linda Shambo (Ward I) at 7:00 pm., noting quorum was met.

Note: Permit Administrator Michelle La Barge-Burke, who normally staffs the Development Review Board represented the City and was the defendant in the appeal before the Board. Per Ordinance, she did not act as a staff member during the hearing or deliberations, therefore, Planning Director Shatney staffed the Board for the entire evening.

Present: Ward I members Linda Shambo and Chrysta Murray; Ward II members Vice-Chair Sarah Helman and Jayme Bauer; Ward III members Colin Doolittle and Katrina Pelkey; and At-Large member Kendall Schmidt.

Absent: At-Large Member Jessica Egerton

Staff Present: Janet Shatney, Planning Director

Public Present (from presentations and Sign-in Sheet): Amy Rodger, Appellant; Joseph Crosier; James Rodger; Michelle La Barge-Burke

1. **Adjustments to Agenda:** None.
2. **Visitors and Communications:** None.
3. **Old Business:**
 - a. **Consideration of December 7, 2023 Minutes:**
Motion to approve the minutes with a spelling correction was made by S. Helman and seconded by J. Bauer, **motion carried unanimously 7-0-0.**
 - b. **Consideration of December 7, 2023 Decision:**
Motion to approve the decision for 60 Circle Street was made by C. Murray and seconded by S. Helman, **motion carried unanimously 7-0-0.**
4. **New Business:**

Amy Rodger, Appellant, 5 Brooklyn Street. Seeks appeal of the Flood Hazard Permit.

The Chair informed A. Rodger there was a quorum of the Board present and that in order to receive a positive outcome, there must be at least 5 votes in the affirmative. With 7 of the 9-member board present, there was an option to postpone to allow for a more full board to be present. A. Rodger chose to proceed.

To be approved at the 2/01/2024 Hearing

The Oath was administered to A. Rodger and J. Crosier who wished to address the Development Review Board.

The Chair called the hearing to order at 7:05 pm.

The presentation included, but was not limited to the following testimony:

- Rodger explained the building permit was received and believed that the rehabilitation project could move forward; received flood hazard permit instructing appellant to raise the house
- Branch Street, directly behind the property sits at the top of the bank behind the house, and believes that because of the steep bank, there would be no way to get any equipment in to raise the house to be in compliance with the flood permit
- Water service line comes in through the basement, so if the house needed to be raised, does not understand how that would work
- The lot the house lives on is small to begin with, and the house is approximately one foot from the toe of the steep bank behind that goes up to Branch Street. Photos were shared at this time
- J. Crosier stated A. Rodger is the best neighbor to have, and he is concerned that others in the city will have to pay if she leaves the City

At this point, J. Rodger, A. Rodger's husband wished to address the board and Chair Shambo administered the oath to him.

- J. Rodger stated he lives in Tennessee, his wife has worked so hard to purchase the house, work on it, improve it, and has been hard to watch her lose, and bear the ongoing burdens.

Chair Shambo asked J. Shatney if there was any documents needed to be read into the record, and there was none.

Chair Shambo then asked each of the Board members if they had any comments or questions.

- J. Bauer asked what other ways did A. Rodger receive any financial help. A. Rodger responded that she received a very small amount from FEMA for housing assistance while displaced from the home; received a very small amount from the Community Relief fund; did not qualify for any Efficiency Vermont assistance, nor any FEMA funding to help rehabilitate the structure
- K. Schmidt agreed there is no room between the rear of the home and the steep bank
- Chair Shambo asked about permit timing and pending permitting.

With no further comments from the Board, staff or the public, Chair Shambo stated that the Board would go into deliberative session after the hearing to make a decision, and can call the Permitting Office in the morning for the decision if rendered, and will receive a letter within two weeks.

Motion by J. Bauer and seconded by S. Helman to close the public hearing at 7:35 pm, **motion carried unanimously 7-0-0.**

5. **Deliberative Session:** Motion by S. Helman to go into deliberative session, seconded by K. Schmidt at 7:36 pm, with Chair Shambo inviting J. Shatney into the session, motion carried unanimously 7-0-0.

Motion by C. Murray and seconded by K. Pelkey to leave Deliberative Session at 7:55 pm, **motion carried unanimously 7-0-0.**

To be approved at the 2/01/2024 Hearing

Motion by J. Bauer to approve appeal application as presented and include both staff recommendations, seconded by S. Helman, **motion carried unanimously 7-0-0.**

6. **Roundtable:** Nothing was offered.

7. **Executive Session:** None.

8. **Adjourn:** K. Pelkey asked for clarification that the February meeting start at 7 pm and not 6:30 pm as voted on previously. Discussion occurred that once the by-laws are updated and approved, the meeting date will change to the new time. The meeting adjourned at 7:58 pm on motion from S. Helman seconded by J. Bauer, **motion carried unanimously 7-0-0.**

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

Respectfully Submitted,

Janet E. Shatney, Planning Director
Acting Recording Secretary

DRAFT

CITY OF BARRE, VERMONT
DEVELOPMENT REVIEW BOARD
HEARING: January 4, 2024
NOTICE OF DECISION FOR 5 BROOKLYN STREET

I. INTRODUCTION and PROCEDURAL HISTORY

1. This proceeding involves a request to appeal the Flood Hazard Permit F23-000021 in front of the Development Review Board (the DRB).
2. On November 8, 2023, Amy Rodger (the “Appellant”), owner of the property (the “Property”) at 5 Brooklyn Street, filed an appeal of Flood Hazard Permit F23-000021, meeting the 15-day appeal window; with the supporting documentation filed on December 6, 2023.
3. The property is located at 5 Brooklyn Street, tax map ID# 0245-0005.0000, SPAN # 036-011-13187. It is currently a single-family home, in the R-12 Zoning District, on 0.13 acres. The property is bounded by city streets and residential homes.
4. The January 4, 2024 Hearing was warned 15 days before in the Wednesday, December 20, 2023 Times Argus issue per Vermont Statute 24 VSA §3105 (b).
5. On December 26, 2023, the Administrative Officer sent to adjoining property owners a copy of the agenda with memorandum notifying them of the public hearing for the Appeal. A notice for posting of the January 4, 2024 hearing with memorandum was also sent to the Appellant and Owner on the same day.
6. A hearing of the DRB was held on January 4, 2024 in a hybrid format including in-person and digital participation. Present during the hearing were the following members of the DRB:

Linda Shambo, Chair	Sarah Helman, Vice Chair	Jayme Bauer	Chrysta Murray
Colin Doolittle	Kendall Schmidt	Katrina Pelkey	

Absent was Jessica Egerton.

7. At the outset of the hearing, the DRB afforded those persons wishing to achieve status as an interested party an opportunity to participate as outlined in Vermont Statute 24 VSA §4465(b). The list of persons attending the hearing is included in the Application packet, and listed:

Amy Rodger, Appellant	Joseph Crosier, neighbor	James Rodger, spouse
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8. A presentation of the application was provided by the Appellant. All application documentation, including a staff report prepared by the Administrative Officer in connection with the consideration of the application, is on file in Barre City Hall.

II. FINDINGS and CONCLUSIONS

Based on the application materials, testimony by the Appellant, the DRB makes the following findings and conclusions.


1. The property is located in the R-12 Zoning District as described on the City of Barre's official Zoning Map and included in the City of Barre Flood Hazard Area Regulations (the "Regulations", version date August 27, 2010).
2. Section 3.02 of the Regulations is the procedure for requesting a Variance, of which Section 3.02(D)(1)(a-e) lists the facts by which the DRB may render a Decision in favor of the appellant only upon establishing all five facts, as well as Section 3.02(d)(3) has been met.
3. The Administrative Officer's Staff Report to the DRB identifies those standards for variance standards, and describes the consistency of this request against those standards.
4. The DRB afforded those in attendance an opportunity to provide testimony or evidence during the public hearing to consider, prior to rendering a decision.
5. During the hearing, the following testimony was provided by the Owner/Applicant:
 - a. Branch Street, directly behind the property sits at the top of the bank behind the house, and believes that because of the steep bank, there would be no way to get any equipment in to raise the house to be in compliance with the flood hazard permit.
 - b. The lot on which the house sits is already small at 0.13 acres, and the rear of the house is approximately one (1) foot from the toe of the steep bank behind the house, that rises up to Branch Street.

III. DECISION and CONDITIONS

The DRB deliberated on the submission of the proposed appeal. Based on the information presented in the application, at the hearing and discussed during deliberation, the DRB made the following motion:

Approve the Appeal application as presented; In addition, the DRB authorizes the Administrative Officer be allowed to approve any immaterial or non-substantial changes to the Variance without having to come back before the DRB for revision; and note that this development is not in conformance with the Flood Hazard Area Regulations, established by the City to protect the health, safety and welfare of the occupants and/or property. This development will be maintained at the risk of the owner. The issuance of this Variance to develop in the flood hazard area will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and may increase risks to life and property in the event of a flood.

The motion passed by a vote of 7 – 0 – 0 and is therefore **APPROVED**.

Dated at Barre City, Vermont, this 29th day of January, 2024, by 
Linda Shambo, Chair

IV. APPEAL RIGHTS

The owner of the project property and interested persons have a right to appeal this decision, within 30 days of the date this decision is issued, to the Vermont Environmental Court, pursuant to 24 V.S.A. §4471 and Rule 5(b) of the Vermont Rules for Environmental Court Proceedings.

DEVELOPMENT REVIEW BOARD AGENDA WITH COMMENTS

Regular Hearing held on Thursday, April 4, 2024 ~ 7:00 P.M.

Robert & Linda Nelson – 188 N Main Street. Seeks site plan approval to construct pellet silo; Design Review Overlay, Historical Review Overlay, Special Flood Hazard Area District, UC-1 Zoning District.

4305 Site Plan Review

4305.A **Applicability.** All proposed development other than a single-family or two-family dwelling, and any accessory uses or structures to such a dwelling, requires site plan approval before the Zoning Administrator may issue a zoning permit.

4305.B **Purpose.** The purpose of site plan review is to ensure that:

- (1) The physical aspects of proposed development comply to all applicable provisions of this ordinance; **The Pellet Silo conforms with the lot coverage and building height for the UC-1 District. It does not meet the current setbacks and encroaches onto City land and has been addressed with a lease agreement. A copy of the lease agreement is provided in the packet, which is signed and recorded in land records.**
- (2) Proposed development is of high quality and designed to be visually compatible with its setting through use of landscaping, screening, outdoor lighting, signage, building form and mass, and architectural details; **The proposed Pellet Silo is silver metal in color and galvanized located in the rear of the building. Applicant would like to propose screening and signage. Silo Specs are included in packet for 7' diameter silo with four rings approximately 21.8' tall.**
- (3) Proposed development is appropriately sited, and is complimentary to and functionally integrated with surrounding development to the greatest extent feasible; **The silo will be part of flood mitigation and integrated within the surroundings for a Urban Center 1 District.**
- (4) Streets, curb cuts, driveways, parking facilities, emergency access, utilities and other infrastructure, both on-site and off-site, are adequate and available to support the proposed development; and **Not applicable - No street, curb cut, driveway, parking or emergency access will change from this development.**
- (5) Proposed development is energy efficient and avoids, mitigates and/or minimizes (listed in order of preference) adverse environmental effects to the greatest extent feasible. **The silo is located in the rear of the site and screening is proposed. The silo will be connected to the wood boiler.**

4303 **Design Review**

4303.A **Applicability.** Development within the Design Review Overlay district ([Section 2201](#)) that involves exterior modifications to a structure or site will require design review under this section before the Zoning Administrator may issue a zoning permit or the Development Review Board may grant a development approval, as applicable. Interior alterations and changes of use that do not involve exterior modifications will not require design review. **Applicant is looking for approval to construct a pellet silo in the rear of the building with screening and a sign.**

4303.B **Purpose.** The purpose of design review is to ensure that proposed development maintains and enhances those aspects of the built environment that contribute to Barre City's historic character, architectural heritage and sense of place.

4303.C **Review Process.** Applications will be reviewed based on the following process:

- (1) The Design Review Advisory Committee must meet to review all applications subject to design review within 15 days of the Zoning Administrator deeming the application complete. (Note: As specified in [Subsection 4004.A](#), if no Design Review Advisory Committee exists, the Zoning Administrator will conduct the design review. In doing so, the Zoning Administrator may deny or place conditions on a zoning permit to ensure compliance with the standards of [Section 2201](#). The applicant or other interested person may appeal such actions or decisions to the Development Review Board in accordance with [Section 4402](#).) **No committee in place, however application was shared with the Barre City Department Heads for review and responses will be collected and shared.**
- (2) Meetings of the Design Review Advisory Committee are subject to Vermont's open meeting law, but are not subject to the hearing and notice requirements of this ordinance. **Understood.**
- (3) The Design Review Advisory Committee may recommend specific modifications to the proposed development based on:
 - (a) The standards and criteria of this ordinance; and **Understood.**
 - (b) If the proposed development involves exterior modifications to a contributing historic structure in the Historic Structure Overlay district, the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*. **Not applicable as nothing being done to the historic building only adding an accessory structure.**
- (4) **Administrative Approval.** When the proposed development does not need a development approval from the Development Review Board, the Zoning Administrator will review and act upon the application in accordance with [Subpart 100](#). The Zoning Administrator may deny or condition approval of an application based on the Design Review Advisory Committee's recommendations. The applicant may appeal those conditions to the Development Review Board as specified in [Section 4402](#). **Not**

applicable as referred to DRB for design review.

- (5) **Development Approval.** When the proposed development does require a development approval from the Development Review Board, the recommendations of the Design Review Advisory Committee will be forwarded to the Development Review Board with the application. The Development Review Board may deny or condition approval of an application based on the Design Review Advisory Committee's recommendations. **Any responses collected from the Barre City Department Heads will be provided at the time of the hearing.**

4303.D **Review Criteria.** Applications will be reviewed based on the following criteria:

- (1) **Historic Preservation.** Applicants must demonstrate that exterior modifications to contributing historic structures within the Historic Structure Overlay district are in conformance with the practices recommended in the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*. **This is a historical contributing structure but the pellet silo will be a new accessory structure next to the current building.**
- (2) **Location.** Applicants must demonstrate that new buildings will be sited and designed to be compatible with the setback of existing buildings from the street, spacing between existing buildings, and alignment of existing buildings in the immediate area. **The pellet silo will encroach on to the City of Barre property and a lease has been drawn up to address this situation.**
- (3) **Height.** Applicants must demonstrate that the height of a new or modified building is appropriate in relation to the average height of existing adjacent buildings. **Existing roof line will be higher than the proposed pellet silo.- see photo of imposed silo from rear of building.**
- (4) **Proportion.** Applicants must demonstrate that the width and height of the front elevation of a new or modified building is appropriate in relation to the width and height of the front elevations of existing adjacent buildings; and **Not applicable as the pellet silo is located not in the front but in the rear.**
- (5) **Fenestration.** Applicants must demonstrate that the fenestration pattern of the front elevation of a new or modified building is appropriate in relation to the fenestration pattern of the front elevation of existing adjacent buildings, and creates a compatible rhythm of alternating solid walls to window/door openings along the street. **Not applicable as this proposed project is located in the rear.**
- (6) **Roofs.** Applicants must demonstrate that the shape, pitch, and direction of the roof on a new or modified building is appropriate in relation to the design of roofs of existing buildings in the immediate area. **Pellet silo will be shorter than the existing roofs.**
- (7) **Materials and Textures.** Applicants must demonstrate that the proposed exterior materials and textures on a new or modified building are high quality, durable and

appropriate in relation to the materials and textures of existing buildings in the immediate area. Use of Barre granite as an exterior building material is strongly encouraged. **Pellet Silo is from GSI, which uses high tensile galvanized steel indicated in the specs and the proposed size is highlighted in the GSI specs.**

- (8) **Architectural Features.** Applicants must demonstrate that new or modified buildings incorporate architectural features that are raised above the wall plane to create shadow lines such as cornices, entablatures, friezes, pilasters, lintels or moldings and that are compatible with the architectural features of existing buildings in the immediate area. **Picture is provided to show placement near the rear of the historical structure.**
- (9) **Signs.** Applicants must demonstrate that the type, size, location, design, materials and lighting of new or modified signs conforms to [Section 3107](#) and will be complementary to the building (if building mounted), site (if free-standing) and neighboring properties. **Applicant is looking to add a sign on the screening for the pellet silo.**
- (10) **Utility Service.** Applicants must demonstrate that utility lines will be installed underground whenever feasible given site conditions, and that any above ground utilities have been located, designed and screened to minimize their visual impact from the street and neighboring properties. **Not applicable- No new service lines from street poles to the building are proposed.**
- (11) **Accessory Structures.** Applicants must demonstrate that the materials, scale, design, and placement of accessory structures on the site is complementary to the principal building and neighboring properties. **New accessory structures will be close to the building and screened from public view.**

2202 Historic Structure Overlay District

2202.A **Intent.** The Historic Structure overlay district is intended to promote the preservation and/or rehabilitation of structures listed on the State or National Historic Register by ensuring that exterior modifications to historic structures follow the guidelines established in the Secretary of the Interior's Standards for the Treatment of Historic Properties. **Understood**

2202.B **Allowed Uses.** The use standards of the base zoning district will apply to a lot subject to this overlay district. **Understood and addressed.**

2202.C **Dimensional Standards.** The dimensional standards of the base zoning district will apply to a lot subject to this overlay district. **Understood**

2202.D **Notice Requirements.** In addition to all other applicable notice requirements under this ordinance, a notice of a hearing for any proposed development or demolition within this overlay district must also be sent to the Barre Historical Society. **Copy of application was shared with the Barre Historical Society and notice of the DRB Hearing.**

2202.E **Exterior Modifications.** Exterior modifications of a contributing historic structure within this overlay district will require design review in accordance with [Section 4303](#) and must conform to the standards below. If the structure is also located within the design review overlay district, the reviews will be combined and the applicable standards of [Section 2201](#) will also apply. The applicant must demonstrate that:

- (1) Proposed exterior modifications follow the guidelines established in the Secretary of the Interior's Standards for the Treatment of Historic Properties; or **not applicable – guidelines are for preservation, rehabilitation, restoration and reconstruction, none of which involves the pellet silo as it is an accessory structure and work will not be on the principle historic structure.**
- (2) If deviating from the guidelines, the proposed exterior modifications conform to the standards of [Subsection 2201.G](#).

Accessory structures must be sited and designed to minimize their visibility from the street and to be compatible in terms of architectural character, materials, colors with the associated principal building. Unless necessary for their intended function, accessory structures must be located to the side or rear of the associated principal building. **The pellet silo will be in the rear and screened.**

2202.F **Other Proposed Development.** Any other proposed development on a property within this overlay district that would alter the surroundings and context of a contributing historic structure (ex. building a new structure or constructing parking) will require approval from the Development Review Board as a conditional use. The applicant must demonstrate that the proposed development meets the conditional use criteria (see [Figure 4-1](#)) and the following:

- (1) The proposed alterations are necessary to allow reasonable use of the property; **The pellet silo would addresses some of the required flood mitigation to elevate utilities.**
- (2) It is not feasible to earn a reasonable economic return from the property without making the proposed alterations; and **Pellet silo will store the pellets for the wood boiler and heat the retail, office and apartments. The former pellets were damaged in the July 2023 Flood which were stored in the basement.**
- (3) The alterations as proposed have minimized and mitigated any adverse impacts on the context, setting and integrity of the contributing historic structure to the maximum extent feasible. **This accessory structure will minimize adverse impacts of this historical structure by allowing access to fuel and maintaining heat for this structure.**

Figure 4- 1: Development Review Criteria **(See next page)**

CRITERIA	SITE PLAN	CONDITIONAL USE
<p>1 The dimensional standards of the proposed development conform to the standards of the applicable district or of Subpart 100 if a pre-existing nonconformity. The Pellet Silo conforms with the coverage and building height of the Urban Center District 1. It does not meet the current district setbacks. The project will encroach onto City land and addressed with a lease agreement. A copy of the lease agreement is in the packet, which is signed and recorded in Barre City land records.</p>	✓	✓
<p>2 The off-site impacts of the proposed development will not exceed the levels established in Section 3105. Refers to Performance Standards around: noise, glare, odors, vibration, electrical or radio interference, waste & material storage and particular matter & airborne solids are met.</p>	✓	✓
<p>3 The proposed development will provide safe and adequate access and circulation that conforms to the standards of Sections 3002 and 3010. Section 3002 covers curb cuts and Section 3010 covers driveways. The pellet silo will not impact the existing site circulation with the location of pellet silo. No change in curbs or driveway.</p>	✓	✓
<p>4 The proposed development will provide sufficient parking and loading areas that conform to the standards of Section 3104. The silo does not remove any existing parking spaces and the space is currently used for storage</p>	✓	✓
<p>5 The proposed development will provide exterior lighting where necessary for public safety and to facilitate nighttime use that conforms to the standards of Section 3102. Applicant plans to install a light on the silo.</p>	✓	✓
<p>6 The proposed development will include landscaping, screening and buffers to add visual appeal and mitigate off-site impacts that conform to the standards of Sections 3020 and 3101. Currently, no landscaping, or buffers have been proposed in this site plan only screening. The silo is located farther than 10' of the Winooski or 20" from the Jail Branch. No additional landscaping is proposed. Further, 3101D states in part that landscaping is in the front setbacks and this is located in the rear.</p>	✓	✓
<p>7 The proposed development will implement appropriate erosion control and stormwater management practices that conform to the standards of Sections 3014 and 3021. The project includes adding a concrete slab where the current impervious surface exists not changing the amount of current impervious surface.</p>	✓	✓

8	Signs for the proposed development will conform to the standards of Section 3106 . Screening is proposed with a panel or small gate approximately 12' x 7' with a metal frame and wood slats similar to the dumpster enclosure to discourage anyone tampering and an appropriate sign posted. – see photo of current dumpster.	✓	✓
9	The proposed development will conform to city (or state, if applicable) specifications for construction of necessary improvements (streets, sidewalks, driveways, utilities, etc.), to city (or state, if applicable) building codes, and to city (or state, if applicable) standards for emergency service access. Emergency access to the site will not be changed by the placement of the silo. The project will conform to all relevant city and state building codes. A Flood Hazard Permit was issued for the potential project to ensure requirements are met.	✓	✓
10	The demand for water supply, wastewater, educational and municipal services to serve the proposed development will be reasonable and will not create an undue adverse effect upon the capacity existing or planned community facilities. The proposed silo will not increase stormwater supply, wastewater, educational and municipal services.	-	✓
11	The proposed development will be compatible with and will not have undue adverse effects on the character of the neighborhood as defined in Paragraph 5003.C(2) . See below	-	✓
12	Traffic generated by the proposed development will not exceed the capacity of or create congestion or unsafe conditions on streets, highways and intersections in the vicinity. This space is currently used for storage and will continue as storage, not changing the current traffic flow.	-	✓
13	The proposed development will avoid, minimize and/or mitigate (listed in order of preference) undue adverse effects on significant natural resources and environmental quality. The pellet silo will avoid, minimize and mitigate adverse effects on natural resources and environmental quality by preventing loss of fuel requiring more use for replacement.	-	✓

CHARACTER OF THE NEIGHBORHOOD means a neighborhood’s distinctive “personality” or sense of place, which is created through a combination of existing and/or planned (as described in the Barre City Plan and the zoning district purpose statements) elements including, but not limited to:

- (a) The pattern, type, scale and intensity of land use; **This project is for installation of a pellet silo, which ties into the UC-1 District to promote long-term economic and social vitality of**

Barre City's central business district within walking distance of employment, services and retail opportunities.

(b) Traffic conditions, street design, streetscaping and walkability; **The applicant is located between several parking lots and street parking locations to encourage walkability.**

(c) The bulk, form, size, scale, placement and arrangement of buildings; **The proposed pellet silo is shorter than the current roofline and located in the rear of the building.**

(d) Historic resources, landmarks, views and scenic resources; **The 188 N Main is in the Historic Structure Overlay and is a contributing structure. The pellet silo will be located in the rear of the building and screened.**

(e) The type, size, arrangement, use and accessibility of open space; and **The location of the proposed accessory structure is used for storage and will continue to be used for storage and lower than the roofline and screened.**

(f) Noise, light, odors, vibration and other impacts perceptible off-site. **An urban business location will have typical urban sounds and lights.**

Conclusions

Based on evidence above the DRB concludes that the proposal meets the Site Plan Criteria. ***(Pending DRB decision).***

Staff Recommendations

Approve the application as presented for the pellet silo, as it is known at the time of this review and require the screen and appropriate signage.

1. Condition the Decision that the Zoning Administrator be allowed to approve any immaterial or non-substantial changes to the site plan without having to come back before the DRB for revision.



City of Barre, Vermont
"Granite Center of the World"

RECEIVED

FEB 20 2024

Barre City Assessing
Permitting & Planning Office

COVER SHEET

Please provide all of the information requested in this application. Failure to provide all the required information may delay the process for obtaining a permit.

PHYSICAL LOCATION OF PROJECT (911 address): Behind 188 N Main St, Barre, VT 05641

APPLICANT and PROPERTY OWNER information table with fields for Name, Mailing Address, Daytime Contact Phone, and Email.

Mail all permit Materials to: APPLICANT or OWNER (circle one)

PRESENT USE(S) OF PROPERTY section with checkboxes for Single Family, Duplex, Triplex, Quadplex, Multi-Family, Comm/Mixed Use, Industrial, Institutional, Vacant Building, National Register of Historic Building, and Other.

PERMIT(S) BEING APPLIED FOR UNDER THIS PROJECT section with checkboxes for Zoning Permit, Flood Hazard Permit, Building Permit, Electrical Permit, and DRB Decision.

PROPOSED USE(S) OF PROPERTY section with checkboxes for Same as Existing, New Principal Building, Major Renovation, Accessory Structure, Construction Cost Estimate, Parking Spaces added, Boundary Line Adjustment, Additional Bedrooms, Any work within the City right-of-way, Any change in water or sewer service, Removing Fill, Adding Clean Fill, Subdivision, and Other.

PROJECT DESCRIPTION section with text: Erect a pellet silo on a concrete pad behind 188 N Mian Street building to store pellets for wood fired boilers to replace fuel pellet bins that were destroyed in the flood.

For Office Use Only:

Administrative fields including Zone Dist (UC-1), DRO? (Y), HRO? (Y), Flood Area Zone (FHA), Fees Rec'd (\$ 175.00), Code Enforcement Review, Administrative Permit, Referred to the VTANR for Floodplain Review, Referred to the DRB, and circled letters B, F, E.

SITE PLAN

Is a site plan attached showing existing and proposed conditions? Y N

The minimum requirements for a site plan are property lines, streets, existing and proposed structures, setbacks from property lines of proposed structures, scale, north arrow.

Does your project involve new construction, addition, alteration, renovation or repair to a structure? Y N

If yes, you may have to record a Vermont Residential/Commercial Energy Standards (RBES or CBES) Certificate in the Land Records prior to receiving your Building Certificate of Occupancy. Please contact Energy Code Assistance Center at (855) 887-0673 or on line at: <https://publicservice.vermont.gov/efficiency> .

DISCLAIMER AND SIGNATURE

The undersigned hereby requests a permit for land development as described in the Project Description and certifies that the information presented is true and accurate to the best of my knowledge, and understands that if the application is approved, any permits issued, and any attached conditions will be binding on the property.

I understand that permits run with the land, and that the compliance is ultimately the property owner's responsibility. **I understand that if more information becomes available to staff, additional review and fees may be required. I also understand that this permit, if issued, will be deemed null and void in the event any material information upon which it is based is found to be incorrect or misrepresented.**

Further, the undersigned authorizes the Permit Administrator and/or the Building Inspector access, at reasonable times, to the property covered by the permit issued under this application, for the purposes of ascertaining compliance with said permit.

Robert Nelson/Linda Nelson

APPLICANT (*print*)

Robert Nelson/Linda Nelson 2/15/2024

APPLICANT (*signature*)

DATE

Rob

PROPERTY OWNER (*if different than Applicant-print*)

PROPERTY OWNER (*signature*)

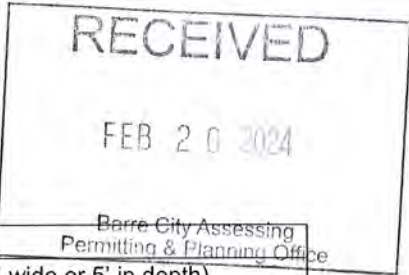
DATE

This cover sheet is for a local City of Barre, VT permits only. Your project may also require State permits. You retain the obligation to identify, apply for, and obtain relevant State permits. For potential Dept. of Environmental Conservation permits, you are advised to visit the Permit Navigator Portal at <https://dec.vermont.gov/permitnavigator>; You are also advised that State construction permits may be needed, and to check with the Department of Public Safety, at (802) 479-4434 to determine what permits, if any must be obtained by that Agency; <https://firesafety.vermont.gov/buildingcode/permits> .



City of Barre, Vermont

"Granite Center of the World"



ZONING PERMIT APPLICATION

Check all activities involved in this application:

<input type="checkbox"/>	New Home or Garage Construction	<input type="checkbox"/>	Site Work
<input type="checkbox"/>	All other construction/addition/alteration	<input type="checkbox"/>	Pool (if greater than 20' wide or 5' in depth)
<input type="checkbox"/>	Accessory Structure, greater than 120 sq. ft.	<input type="checkbox"/>	Construction Job Trailer
<input type="checkbox"/>	Interior Renovation (adding a bedroom)	<input type="checkbox"/>	Permanent Sign
<input type="checkbox"/>	New apartment	<input type="checkbox"/>	Temporary Sign/Banner
<input type="checkbox"/>	Accessory apartment	<input type="checkbox"/>	Sandwich Board Sign
<input type="checkbox"/>	Deck – porch – steps – ramp – handicapped ramp	<input type="checkbox"/>	Home Occupation/Business
<input type="checkbox"/>	Change of Use	<input type="checkbox"/>	Boundary Line Adjustment/Subdivision
<input type="checkbox"/>	Demo in Historic District (needs DRB approval)	<input type="checkbox"/>	Parking Lot
<input type="checkbox"/>	Fence or Wall	<input type="checkbox"/>	Soil / Sand / Gravel Extraction
<input type="checkbox"/>	Temporary Structure	<input checked="" type="checkbox"/>	Dimensional Waiver/Appeal/Variance Request (DRB approval)
<input type="checkbox"/>	Temporary Certificate of Compliance	<input type="checkbox"/>	Certificate of Compliance
<input type="checkbox"/>	Other: _____		

ESTIMATED COST OF PROJECT: \$ 30,000

Fee for starting work without a permit is \$150
If work has begun prior to applying for and receiving a permit(s), you are in violation of City Ordinance and are required to pay \$150 after-the-fact fee in addition to the subtotal fee calculated at bottom.

ZONING APPLICATION FEES (check all that apply)¹:

Cost of Residential Development:

<input type="checkbox"/>	\$20	Residential 1-4 Units (\$1 - \$5,000)
<input type="checkbox"/>	\$40	Residential 1-4 Units (\$5,001 - \$10,000)
<input type="checkbox"/>	\$75	Residential 1-4 Units (\$10,001 - \$25,000)
<input type="checkbox"/>	\$100	Residential 1-4 Units (\$25,001 - \$150,000)
<input type="checkbox"/>	\$150	Residential 1-4 Units (\$150,000 +)

Cost of Commercial Development:

<input type="checkbox"/>	\$50	Comm., Indus., Mixed Use, Res 5+ Units (\$1 - \$10,000)
<input type="checkbox"/>	\$100	Comm., Indus., Mixed Use, Res 5+ Units (\$10,001 - \$25,000)
<input type="checkbox"/>	\$200	Comm., Indus., Mixed Use, Res 5+ Units (\$25,001 - \$150,000)
<input type="checkbox"/>	\$300	Comm., Indus., Mixed Use, Res 5+ Units (\$150,001 - \$350,000)
<input type="checkbox"/>	\$400	Comm., Indus., Mixed Use, Res 5+ Units (\$350,000 +)

Specific Usage Costs (check in addition to above if they apply):

<input type="checkbox"/>	\$40	Site Work	<input type="checkbox"/>	\$50	Subdivision Final Plat Approval
<input type="checkbox"/>	\$40	Permanent Signs	<input type="checkbox"/>	\$40	Boundary Line Adjustment
<input type="checkbox"/>	\$40	Sandwich Board Sign	<input type="checkbox"/>	\$40	Fences / Walls
<input type="checkbox"/>	\$30	Temporary Sign/Banner	<input type="checkbox"/>	\$30	Certificate of Compliance (project specific)
<input type="checkbox"/>	\$40	Change of Use	<input type="checkbox"/>	\$15	Temporary Certificate of Compliance (project specific; +\$10/mo up to an additional 12 mo.)
<input type="checkbox"/>	\$40	Home Occupation/Home Business	<input type="checkbox"/>	\$20	Temporary Structure
<input type="checkbox"/>	\$20	Subdivision Sketch Plan Approval	<input checked="" type="checkbox"/>	\$175	Development Review Board Fee

¹ If more than one category applies, the higher fee is required of all checked.

FEE SUMMARY:

Subtotal of Fees from above:	175.00
After-the-fact Fee (if applicable, \$150)	
Required Land Record Recording Fee (DRB exempt from this recording fee)	\$ 15.00 *
Zoning Permit Application Fee Total:	\$ 0.00 175.00

* Development Review Board Hearing Fee ONLY \$175 (no recording fee required)

Robert & Linda Nelson

February 19, 2024

Michelle La Barge-Burke
Permit Administrator
6 N Main St., Suite 7
Barre, VT 05641

Dear Michelle:

Enclosed please find a zoning permit application request to construct a pellet silo behind the building we own at 188 N Main Street. This silo will replace the 2 pellet bins that were in the basement and were destroyed in the flood. By constructing this silo outside and above flood level we hope to avoid this type of damage in the future.

We needed to get permission from the City of Barre to lease a small piece of land behind this building to accommodate construction of the silo. The lease agreement has been recorded and I've included a copy of the lease agreement along with other supporting documentation.

Please do not hesitate to contact me if you have any questions or need any other information.

Sincerely,

Linda Nelson

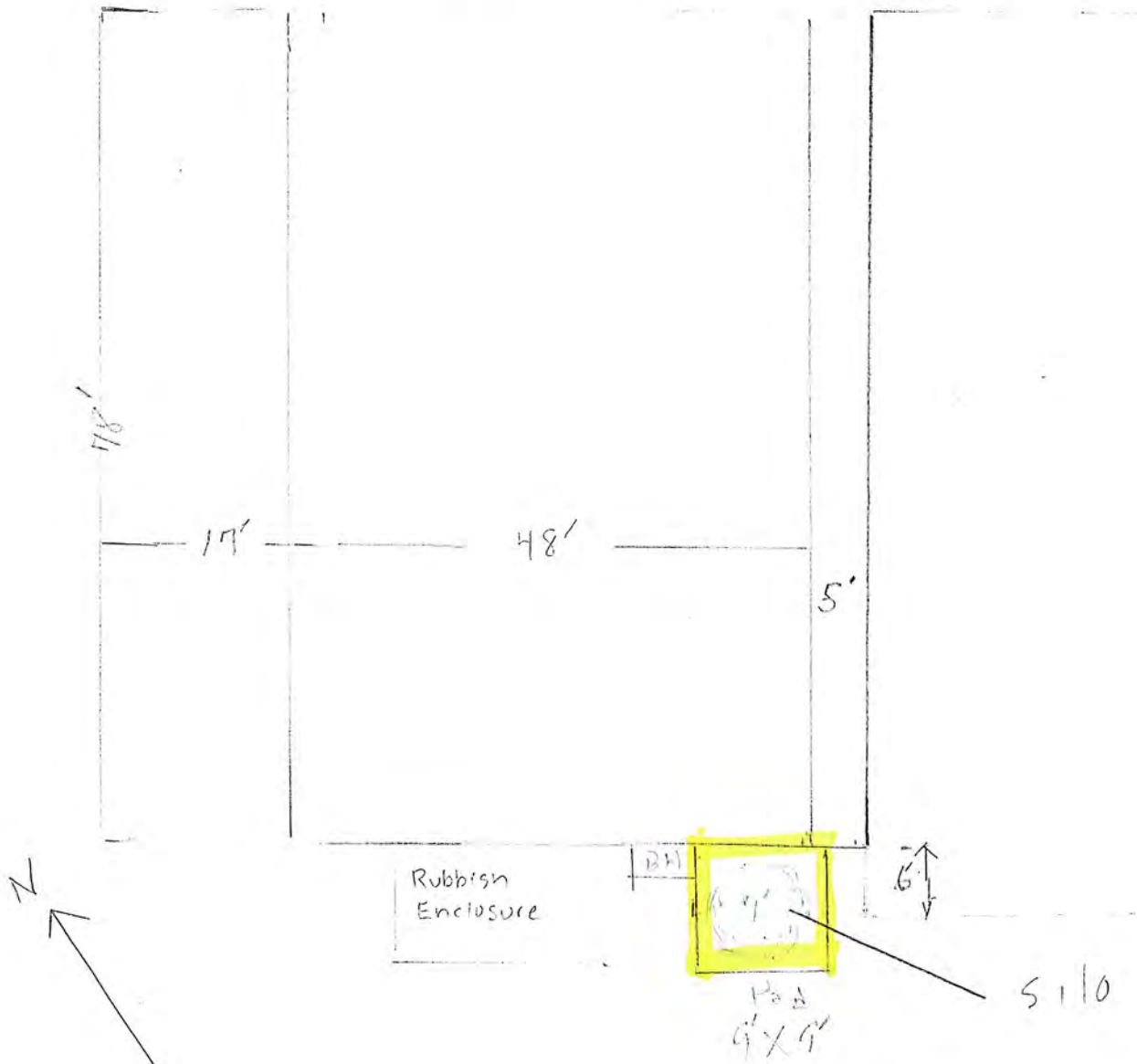
Linda Nelson

Enc.

Main St

188 N. Main

180 N. Main



Scale = $\frac{1}{16}'' = 15.12''$

Merchant's Row

NOVEMBER 21, 2000 AS FOUND IN THE RECORDS OF THIS FIRM, PRO.

8. A PLAN ENTITLED "SUBDIVISION OF LANDS OF THE STATE OF VERMONT CITY OF BARRE, VERMONT" BY DUBOIS & KING, RICHARD W. BELL, DA JUNE 20, 2002 AS FOUND IN THE CITY OF BARRE ENGINEER'S OFFICE

Merchant Row ROW per Bell Survey

7' dia. silo on 9' sq. pad

188 N. MAIN ST.

180 N. MAIN ST.

172 N. MAIN ST.

MERCHANTS ROW N/F CITY OF ERRE
FORMERLY BARRÉ
B. 69, P. 45

AMERICAN RAILROAD

CITY OF BARRE
B. 85, P. 203
REFERENCE #3 AND #1.

N/F OF
F BARRE
PAGE 203
REFERENCE #3
5-VL00.0004

220' (R1)

N 60°03'20" E
(R1) 6.39'

S 31°00'00" E
167.35'

R.R.S.

N6





REGULAR COUNCIL MEETING

Tuesday, February 6, 2024 6:00pm

<https://us06web.zoom.us/j/88982525535?pwd=VzIXOU5tald0YkgySUdTelldqSUVGQT09>

Meeting ID: 889 8252 5535 Passcode: 675736

One tap mobile 929-205-6099

1. Call to Order – 6:00 p.m.
2. Adjustments to the Agenda
3. Visitors and Communications
4. Consent Agenda
 - A. Approval of Minutes
 - i. Special City Council Meeting of Tuesday, January 23, 2024
 - ii. Regular City Council Meeting of Tuesday, January 23, 2024
 - B. City Warrants:
 - i. Ratification of City Warrants from Week of January 31, 2024
 - ii. Approval of City Warrants from Week of February 7, 2024
 - C. Clerk's Office Licenses and Permits
 - D. Authorize the Manager to execute a lease with Nelson's Ace Hardware
 - E. Approve resolution #2024-03A: Headworks loan RFA-356-1.0
 - F. Approve resolution #2024-03B: Headworks loan RFA-357-1.0
5. City Clerk & Treasurer Report
6. Liquor/Cannabis Control Boards
7. City Manager's Report
8. New Business
 - A. Volunteer Coordinator report (Jacobs)
 - B. Approve mediation/facilitation contract (Stockwell)
 - C. Certify 2023 TIF annual report (Clerk)
 - D. Approve changes to the Grants Management Policy (Manager)
 - E. Discuss changes to ordinance from FOP contract negotiations (Manager)
9. Upcoming Business
10. Round Table
11. Executive Session – Personnel
12. Adjourn

The next meeting of the City Council is scheduled for Tuesday, February 27, 2024.

The portion of this meeting starting at 6:00pm will be taped for re-broadcast on Channel 194 CVTV and will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon CVTV Link for meetings online – cvtv723.org/

Other Meetings & Events

Wednesday, February 7

Board of Abatement 6:00PM Council Chambers

Homelessness Task Force 7:00PM Zoom Only

Thursday, February 8

Planning Commission 5:30PM Council Chambers

**Regular Meeting of the Barre City Council
Held February 6, 2024**

The Regular Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 6:00 PM at City Hall, Barre, Vermont. In attendance were: From Ward I, Councilor Thom Lauzon; from Ward II, Councilor Michael Boutin; and from Ward III, Councilors Michael Deering and Samn Stockwell. City staff members present were City Manager Nicolas Storellicastro, Public Works Director Brian Baker, and Clerk/Treasurer Carol Dawes.

Absent: From Ward I, Councilor Emel Cambel; and from Ward II, Councilor Teddy Waszazak.

Adjustments to the Agenda:

- Move new agenda item on ordinance changes from FOP negotiations to the consent agenda.
- Add update on geotechnical report on Pike Street landslide under new agenda.

Visitors and Communications: NONE

Approval of Consent Agenda:

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

- A. Approval of Minutes:
 - i. Special meeting of January 23, 2024
 - ii. Regular meeting of January 23, 2024.
- B. City Warrants as presented:
 1. Ratification of Week 2024-05, dated January 31, 2024:
 - i. Accounts Payable: \$251,703.75
 - ii. Payroll (gross): \$158,659.90
 2. Approval of Week 2024-06, dated February 7, 2024:
 - i. Accounts Payable: \$257,325.81
 - ii. Payroll (gross): \$145,684.44
- C. 2024 Clerk's Office Licenses & Permits:
 - i. Waste Disposal Collector licenses:
 - i. Casella Waste Systems Inc., 25 pick-up vehicles
- D. Authorize the Manager to execute a lease with Nelson's Ace Hardware
- E. Approve resolution #2024-03A: Headworks loan RFA-356-1.0
- F. Approve resolution #2024-03B: Headworks loan RFA-357-1.0
- G. Discuss changes to ordinance from FOP contract negotiations – Council acknowledges awareness of changes being drafted for first reading (moved to here under adjustments)

City Clerk & Treasurer Report –

City Clerk/Treasurer Dawes reported on the following:

- Accepting absentee ballot requests for all 2024 elections. Information on requesting ballots, running for elected office, and registering to vote is on the election section of the City's website.
- Third quarter property taxes are due by February 15th.
- There are free COVID tests available in City Hall and the Public Safety Building. First come, first served while supplies last.

Liquor Control Board/Cannabis Control Board –

Council approved entity changes to 2nd class liquor license for Omsanidev Vermont LLC, dba Grab N Go, at 377 N. Main Street on motion of Councilor Lauzon, seconded by Councilor Stockwell. **Motion carried with Councilor Boutin abstaining.**

LEASE AGREEMENT

This lease is made and executed on February 12th, 2024, by and between the City of Barre, a municipal corporation having its situs in the City of Barre, County of Washington, State of Vermont (hereinafter "Lessor") and Robert A. Nelson and Linda S. Nelson, a married couple, of Barre Town, in the County of Washington, and State of Vermont (hereinafter collectively "Lessee"). The parties agree as follows:

**SECTION ONE
DEMISE, DESCRIPTION, AND USE OF PREMISES**

A. Lessor leases to Lessee and lessee hires from Lessor, for the purpose of installing a portion of a seven-foot diameter wood pellet silo on nine-foot square concrete pad on such premises and for no other purpose, those certain premises with the appurtenances, situated in the City of Barre, County of Washington, State of Vermont, and more particularly described in the schedule attached to and made a part of this lease agreement as Exhibit A.

B. As used in this lease agreement, the term "premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this lease agreement. The Lessor understands that Lessee intends to use the demised premises for location of a wood pellet silo on a concrete pad, to hold the fuel source for Lessee's adjoining buildings.

**SECTION TWO
TERM**

A. The initial term of this lease shall be for one (1) year commencing on March 1, 2024, and ending February 28, 2025.

B. As used in this lease agreement, the expression "term of this lease agreement" refers to the initial term and to any renewal of this lease agreement as provided below.

**SECTION THREE
RENT**

A. Subject to adjustment as provided below, the total rent for the initial term shall be Ten Dollars (\$10.00) which Lessee shall pay to Lessor, without deduction or offset, at the place or places as may be designated from time to time by Lessor, in installments as follows: \$10.00 per year.

**SECTION FOUR
WARRANTIES OF TITLE AND QUIET POSSESSION**

Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make and enter into this lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term of this lease agreement.

**SECTION FIVE
DELIVERY OF POSSESSION**

If Lessor, for any reason whatsoever, cannot deliver possession of the demised premises to lessee at the commencement of the lease term, as specified above, this lease agreement shall be void, and Lessor shall not be liable to Lessee for any loss or damage resulting from such non-delivery.

**SECTION SIX
USES PROHIBITED**

A. Lessee shall not use, or permit the demised premises, or any part of the demised premises, to be used for any purpose or purposes other than the purpose or purposes for which the demised premises are leased under this lease agreement.

B. Lessee shall, at their sole cost, comply with all requirements pertaining to the demised premises of any insurance company, or company necessary for the maintenance of insurance, as provided in this lease agreement, covering any improvements and appurtenances at any time located on the demised premises.

**SECTION SEVEN
WASTE AND NUISANCE PROHIBITED**

A. During the term of this lease, Lessee shall comply with all applicable laws affecting the demises premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the demised premises.

B. Lessee shall not commit, or allow to be committed, any waste or nuisance on the demised premises.

**SECTION EIGHT
ABANDONMENT OF PREMISES**

Lessee shall not vacate or abandon the premises at any time during the term of this lease agreement. If Lessee abandons, vacates, or surrenders the demised premises, or is dispossessed by process of law, or otherwise, any personal property or fixtures belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor.

**SECTION NINE
LESSOR'S RIGHT OF ENTRY**

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the premises.

**SECTION TEN
ASSIGNMENT**

A. Lessee shall not assign or transfer this lease agreement, or any interest in this lease agreement, without the prior, express written consent of Lessor, which consent shall not be unreasonably withheld or delayed, and a consent to any assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of Lessor, terminate this lease agreement.

B. Neither this lease agreement nor the leasehold estate of Lessee nor any interest of Lessee under this lease agreement in the demised premises or any buildings or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any many whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect, and shall, at the option of Lessor, terminate this lease agreement.

**SECTION TWELVE
NOTICES**

A. All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

City Manager, City of Barre

6 N Main St Suite 2
Barre, VT 05641

Robert A. Nelson & Linda S. Nelson
179 Jalbert Road
Barre, VT 05641

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION THIRTEEN CONSTRUCTION AND REPAIRS OF IMPROVEMENTS

A. *Maintenance of improvements.* It is understood that Lessee intends to construct a wood pellet Silo on a concrete pad on their property and that a portion of the silo and pad will extend onto the demised premises. Lessee shall, throughout the term of this lease agreement, at their own cost, and without any expense to Lessor, keep and maintain the premises, including all improvements of every kind that may be a part of the premises, and all appurtenances to the premises, in good, sanitary and neat order, condition, and repair.

B. *No obligation by Lessor to make improvements.* Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the demised premises or any buildings or improvements on the demised premises.

C. *Lessee's compliance with laws.* Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the demised premises, the improvements on or any activity or condition on or in the premises.

SECTION FOURTEEN LIENS

A. *Lessee's duty to keep premises free of liens.* Lessee shall keep every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or

could be based, and to indemnify Lessor and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.

SECTION FIFTEEN INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the demised premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify Lessor against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against Lessor for damages to the improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time.

SECTION SIXTEEN ATTORNEY FEES

If any action at law or in equity shall be brought to recover any rent under this lease agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease agreement, or for the recovery of possession of the demised premises, the substantially prevailing party shall be entitled to recover from the other party as part of the substantially prevailing party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made part of any judgment or decree rendered.

SECTION SEVENTEEN OPTION TO RENEW

Lessor grants to Lessee, subject to the conditions set forth below, the right and option to renew this lease agreement for a period of twenty-four (24) consecutive one year terms beginning on March 1 of each year and expiring on the last day of February of the following year at the same rental rates, and otherwise subject to all of the terms and conditions contained in this lease agreement. This lease will automatically renew unless the Lessee gives advance written notice of their intent not to renew to the Lessor at least ninety (90) days prior to the expiration of any of the one year terms. Subject, however, to the fact

that Lessor shall be under no obligation to renew this lease if Lessor requires the subject premises for roadway or sidewalk purposes. In the event Lessor requires the subject premises for roadway or sidewalk purposes then Lessor shall give advance written notice of their intent to terminate the lease at least ninety (90) days prior to the expiration of any one year term of this lease.

SECTION EIGHTEEN REDELIVERY OF PREMISES

A. Lessee shall pay-the rent and all other sums required to be paid by Lessee under this lease agreement in the amounts, at the times, and in the manner provided in this lease agreement, and shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration of earlier termination of this lease agreement, Lessee shall peaceably and quietly quit and surrender to Lessor the premises in good, order and condition subject to the other provisions of this lease agreement.

B. In the event of the non-performance by Lessee of any of the covenants of Lessee undertaken in this lease agreement, this lease agreement may be terminated as provided elsewhere in this instrument.

SECTION NINETEEN REMEDIES CUMULATIVE

All remedies conferred on lessor in this lease agreement shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION TWENTY INSURANCE

A. *Personal injury liability insurance.* Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting on them in the amount of Three Hundred Thousand Dollars (\$300,000.00) for injury to or death of any one person, and Six Hundred Thousand Dollars (\$600,000.00) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Hundred Thousand Dollars (\$100,000.00).

B. *Adjustment of coverage.* In the event that either party shall at any time deem the limits of the personal injury or public liability insurance then carried to be either excessive or insufficient, the parties shall endeavor to agree on the proper and reasonable limits for insurance then to be carried. Insurance

shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this section.

**SECTION TWENTY-ONE
NOTICE OF DEFAULT**

Lessee shall not be deemed to be in default under this lease agreement in the payment of rent or the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this lease agreement unless Lessor shall first give to Lessee fifteen (15) days written notice of the default and Lessee fails to cure the default within fifteen (15) days.

**SECTION TWENTY-TWO
DEFAULT**

In the event of any breach of this lease agreement by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises.

**SECTION TWENTY-THREE
EFFECT OF EMINENT DOMAIN**

A. *Effect of total condemnation.* In the event the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease agreement shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this lease agreement.

B. *Effect of partial condemnation.* In the event a portion of the demised premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this lease agreement as of the date of the taking on giving to Lessor written notice of termination within ninety (90) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

**SECTION TWENTY-FOUR
DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE**

On termination of this lease agreement for any cause, Lessee shall remove any improvements and restore the premises to its original condition or to a condition comparable to the surrounding ground at the time of restoration, whichever is applicable.

**SECTION TWENTY-FIVE
WAIVER**

A. The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition contained in this lease agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this lease agreement.

B. The subsequent acceptance of rent under this lease agreement by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease agreement, other than the failure of Lessee to pay the particular preceding rental so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of rent.

**SECTION TWENTY-SIX
EFFECT OF LESSEE'S HOLDING OVER**

Any holding over after the expiration of the term of this lease agreement, with consent of the Lessor, shall be construed to be a tenancy from year-to-year, at the same rental as required to be paid by Lessee for the period immediately prior to the expiration of the term of this lease agreement, and shall otherwise be on the terms and conditions specified in this lease agreement, so far as applicable.

**SECTION TWENTY-SEVEN
PARTIES BOUND**

The covenants and conditions contained in this lease agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the lease agreement. All of the parties shall be jointly and severally liable under this lease agreement.

**SECTION TWENTY-EIGHT
TIME IS OF THE ESSENCE**

Time is of the essence of this lease agreement, and of each and every covenant, term, condition, and provision of this lease agreement.

**SECTION TWENTY-NINE
SECTION CAPTIONS**

The captions appearing under the section number designations of this lease agreement are for convenience only and are not a part of this lease agreement and do not in any way limit or amplify the terms and provisions of this lease agreement.

**SECTION THIRTY
GOVERNING LAW**

It is agreed that this lease agreement shall be governed by construed and enforced in accordance with the laws of the State of Vermont.

**SECTION THIRTY-ONE
ENTIRE AGREEMENT**

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this agreement.

**SECTION THIRTY-THREE
ADDITIONAL DOCUMENTS**

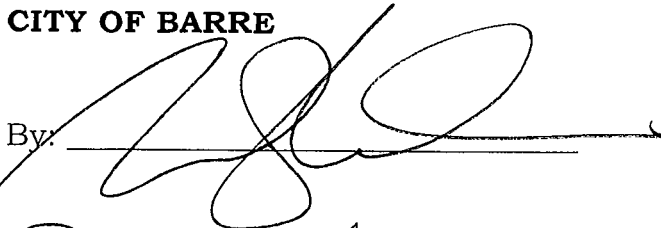
The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this lease agreement.

In witness whereof, each party to this agreement has caused it to be executed at City of Barre, County of Washington, State of Vermont on this 12th day of February, 2024.

Witness

Witness

CITY OF BARRE

By: _____


Robert A. Nelson
Robert A. Nelson

Jordan S Nelson.

Witness

Linda S. Nelson

STATE OF VERMONT
COUNTY OF WASHINGTON, ss.

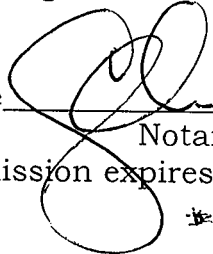
At Barre this 12th day of February, 2024, personally appeared Nicolas Storrellicastro, Manager of the City of Barre, and he acknowledged this instrument, by him subscribed, to be his free act and deed, and the free act and deed of the City of Barre,

before me  Carolyn S. Dawes
Notary Public.

My commission expires: 01/31/2025
#157.0001150

STATE OF VERMONT
COUNTY OF WASHINGTON, ss.

At Barre this 13th day of February, 2024, personally appeared Robert A. Nelson and Linda S. Nelson, and they acknowledged this instrument, by them subscribed, to be their free act and deed,

before me  Carolyn S. Dawes
Notary Public.

My commission expires: 01/31/2025
#157.0001150

CITY CLERK'S OFFICE
Received Feb 13, 2024 09:09A
Recorded in VOL: 432 PG: 239- 247
Of Barre City Land Records
ATTEST: Carolyn S. Dawes, City Clerk

EXHIBIT A

Being a piece of land approximately four feet in width and approximately 9.5 feet in length located along Merchants Row, so-called, in the vicinity of the southeastern corner of the building on the property located at 188 North Main Street.

Meaning to describe that portion of the City of Barre's property or right of way that falls within a nine-foot by nine-foot square extending from a point on the southeasternmost point of the building located at 188 North Main Street, with one full side of said square abutting the southern wall of said building for its entire nine-foot length.

Re: DRB Questions for Site Plan Apporval

Linda Nelson <linda@nelsonacehardware.com>

Wed 3/20/2024 11:49 AM

To:Michelle La Barge-Burke <PermitAdmin@barrecity.org>

Cc:Bob Nelson <bob@nelsonacehardware.com>

📎 2 attachments (644 KB)

Nelson Hardware Silo Slab Designs.pdf; IMG_8264 (1).jpg;

Good Day Michelle,

I hope you are well!

We are responding to the **Development Review Criteria** questions for minor site plans that you sent us below.

- 1) We believe that the construction of the silo will conform to the standards applicable to the district.
- 2) Pertaining to the performance standards in Section 3105, we do not believe that the construction of the silo will adversely affect the character or quality of life in this area.
- 3) Pertaining to Sections 3002 - Curbs and 3010 - Driveways - construction of the silo does not apply as there are no curbs or driveway in this area.
- 4) Pertaining to Section 3104 - Parking - N/A for the silo - there is currently no parking in the area where it will be constructed.
- 5) Pertaining to Section 3102 - Outdoor Lighting - we will install a light on the silo.
- 6) Pertaining to Section 3020 - Riparian Buffer and 3101 - Landscaping - the silo's location will not be within 10' of the Winooski or Jail Branch or within 20" of mapped surface waters.The area where the silo will be located is not currently landscaped.
- 7) Pertaining to Section 3014 - Erosion Control and 3021 - Stormwater Management - construction of the silo where we plan to put it will not result in any change to the impervious surface or runoff. We will replace the pavement that is there with a concrete pad.
- 8) Pertaining to Section 3106 - Screening - if space allows, we propose to install a panel or small gate measuring approximately 12' x 7', with a metal frame and wood slats similar to the enclosure around the dumpsters located behind the store to screen the bottom part of the silo to discourage anyone tampering with it. (Attached picture for reference.) We will also install any necessary signage.
- 9) We will ensure that the construction will conform to any city or state code and standards.

We would like to install a square concrete pad for the silo to sit on. I have included the specs that the gentleman from Lyme sent us below. I can also walk down with some color copies of this info for you

to include with the packet that you will distribute to the DRB. Please let me know if you would like me to do that.

Sincerely,

Linda Nelson

Nelson Ace Hardware

188 N Main St., #4

Barre, VT 05641

802-476-5700

Great customer service is what we do.

www.nelsonacehardware.com

On Fri, Mar 15, 2024 at 8:30 AM Michelle La Barge-Burke <PermitAdmin@barrecity.org> wrote:

Linda,

Just following up as I prepare for the DRB Meeting in a few weeks. Here is one of the items specific to a minor site plan review:

To approve a site plan application, the Zoning Administrator must find that the proposed development meets all of the applicable criteria specified in Figure 4-1.

I am providing the applicable criteria below for you to respond and address for the DRB, not all of them are applicable to this project. You may respond to this email answering each of these items below and I will include it in my report to the DRB and in their packet they receive 1 week prior to the hearing. If you could have your responses to me by Monday, March 25th, this would be helpful. I am including the [Ordinances](#) so you may refer to the items mentioned below.

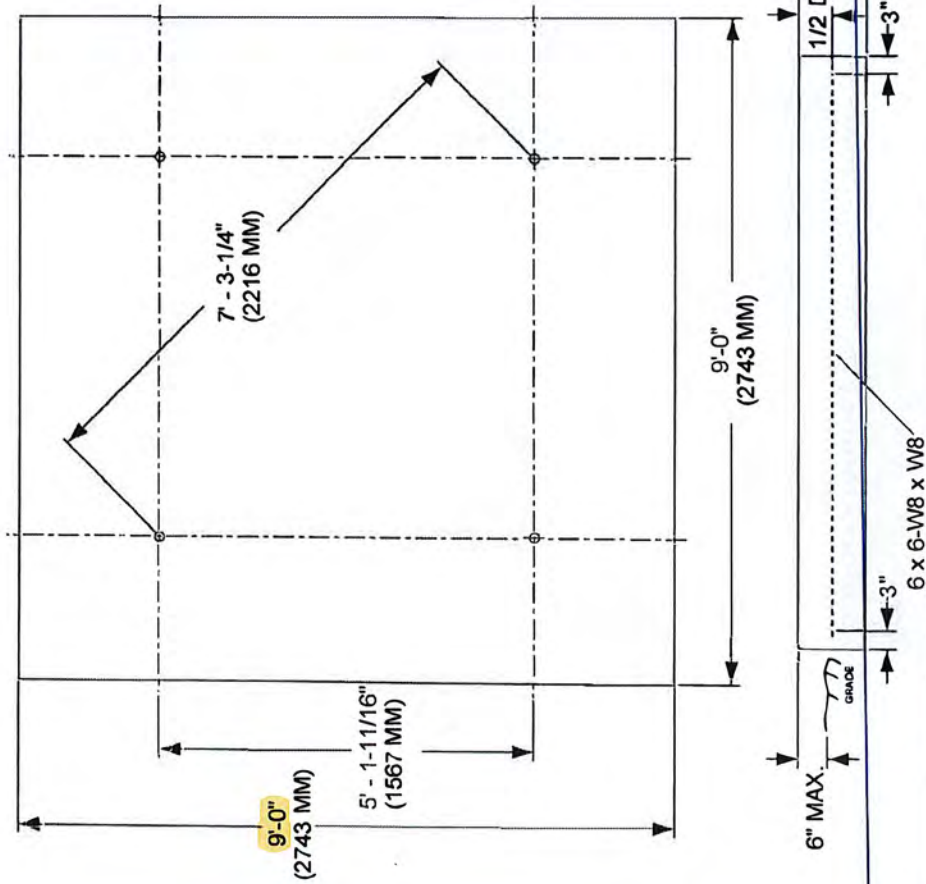
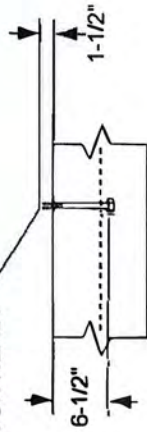


Current dumpster enclosure

5. Foundation

For a SQUARE pad

ANCHOR BOLT 5/8" x 8" (203 MM)
BOLT WITH A 1/8" THICK x 1-3/4"
O.D. WASHER ON HEAD.



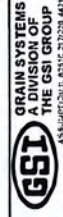
ALL INSTRUCTIONS SHALL BE CONSTRUED AS RECOMMENDATIONS ONLY. BECAUSE THE ACTUAL INSTALLATION MAY VARY ACCORDING TO LOCAL CONDITIONS, THE GSI GROUP ASSUMES NO LIABILITY FOR RESULTS ARISING FROM THE USE OF SUCH RECOMMENDATIONS.

NUMBER OF RINGS	SLAB THICKNESS (D)	CONCRETE VOLUME	WIRE MESH AREA	NO. OF COLUMN LEGS
1-6	13"	3.3 CU. YARDS	80 SQ. FT.	4
7	14"	3.5 CU. YARDS	80 SQ. FT.	4
8	17"	4.3 CU. YARDS	80 SQ. FT.	4

NUMBER OF RINGS	SLAB THICKNESS (D)	CONCRETE VOLUME	WIRE MESH AREA	NO. OF COLUMN LEGS
1-6	330 MM	2.52 CU. METERS	7.43 SQ. METERS	4
7	356 MM	2.68 CU. METERS	7.43 SQ. METERS	4
8	432 MM	3.29 CU. METERS	7.43 SQ. METERS	4

GENERAL NOTES:

- 1) FOUNDATION RECOMMENDATIONS ARE BASED ON 3500 LB/FT² ALLOWABLE SOIL BEARING CAPACITY.
- 2) FOUNDATION RECOMMENDATIONS ARE BASED ON A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
- 3) THE FOUNDATION SITE MUST BE FREE OF VEGETATION AND DEBRIS AND WELL DRAINED.
- 4) THE FOUNDATION SHOULD BE LEVEL WITHIN 1/4" OVERALL AND WITHIN 1/8" IN ANY 10 FT. LENGTH ALONG THE ANCHOR BOLT CIRCLE.
- 5) MATERIAL ESTIMATES DO NOT INCLUDE ALLOWANCE FOR SHRINKAGE AND WASTE.
- 6) THESE LAYOUTS ARE RECOMMENDATIONS FOR GSI TANKS ONLY. CONSULT GSI ENGINEERING FOR SPECIAL TANK FOUNDATIONS.



GHT-03

7-1-8 RG BFT/GHT 45' AND 67' SQ PD

DATE	SCALE	REVISION
MRH	5-23-05	NO SCALE
TBD	00-00-00	NO SCALE

Figure 5C

Re: DRB Questions for Site Plan Apporval

Linda Nelson <linda@nelsonacehardware.com>

Thu 3/28/2024 12:12 PM

To:Michelle La Barge-Burke <PermitAdmin@barrecity.org>

📎 2 attachments (1 MB)

Nelson Hardware Silo Slab Designs (1).pdf; Nelson Hardware Silo.pdf;

Hello Michelle,

(What a gray day!!!) Attached is the info that we received from the gentleman at Lyme Green about the specs. Please see on page 7 of the Silo Slab Designs attachment. He highlighted in yellow that the silo will be 7' in diameter with 4 rings, approximately 21'8" tall. Please let me know if you need any other info. I'll stop in later today. I have another flood hazard permit application.

Sincerely,

Linda

On Thu, Mar 28, 2024 at 11:31 AM Michelle La Barge-Burke <PermitAdmin@barrecity.org> wrote:

Linda,

I am preping my Staff Report to go out tomorrow and was wondering if you by chance have any specs for the silo itself? So I can say which company is providing the silo and what it is made out of, the gauge of metal etc?

Kind Regards,

Michelle La Barge-Burke (she/her)

Permit Administrator - City of Barre

6 North Main St., Suite 7

Barre VT 05641

permitadmin@barrecity.org

Office: (802) 476-0245

www.barrecity.org

PLEASE NOTE: I will be away May 10 - 27th, 2024 , please plan ahead when applying for permits to allow timely processing.

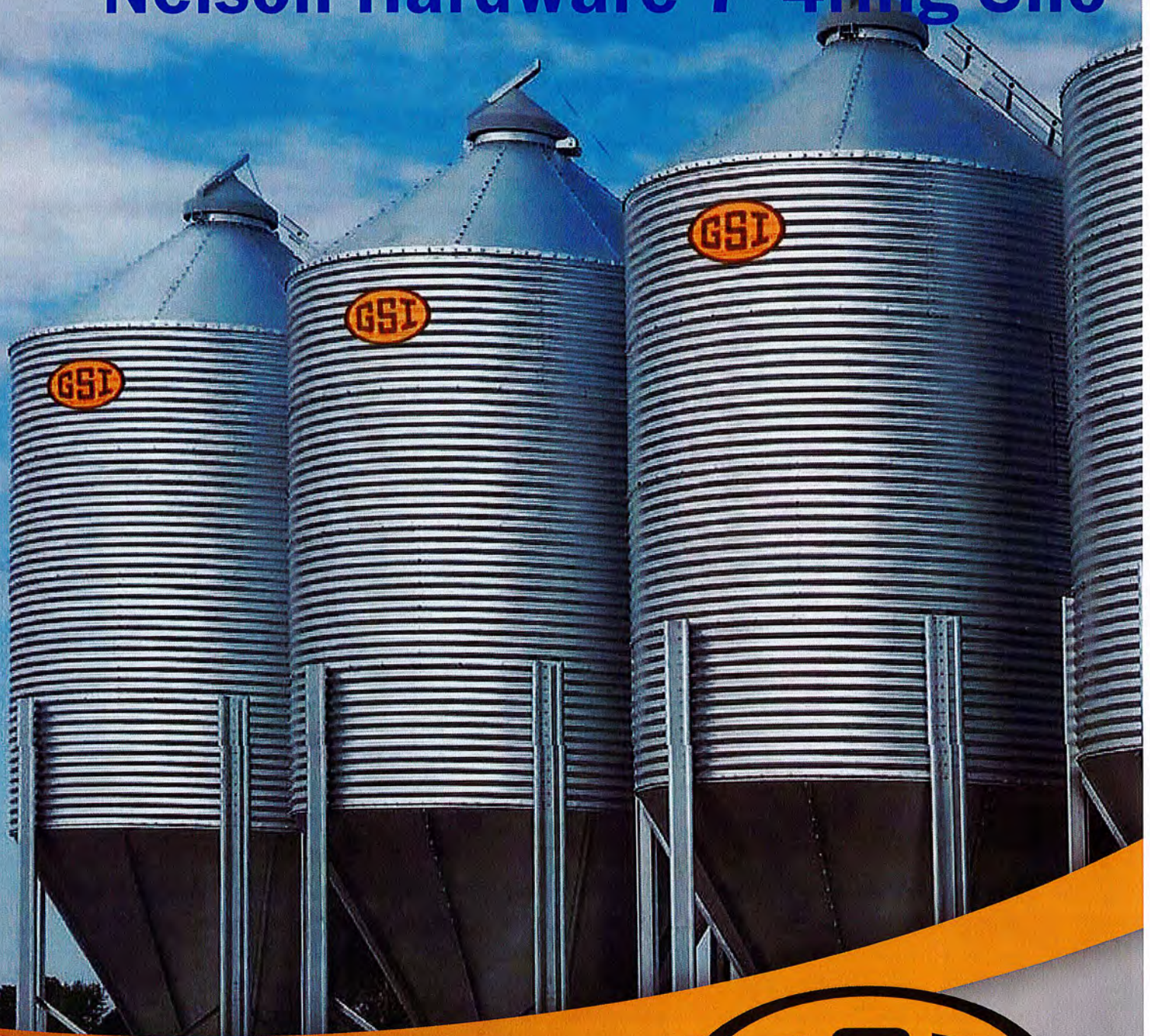
Notice – Under Vermont’s Public Records Act, all email attachments as well as paper copies of documents received or prepared for use in matters concerning City business, concerning a City official or staff, or containing information relating to City business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return email. Thank you for your cooperation.

BULK FEED TANKS AND GRAIN HOPPER TANKS

FARM HOPPER TANKS



Nelson Hardware 7' 4ring Silo



PROVEN & DEPENDABLE™

WWW.GRAINSYSTEMS.COM

WHY GSI

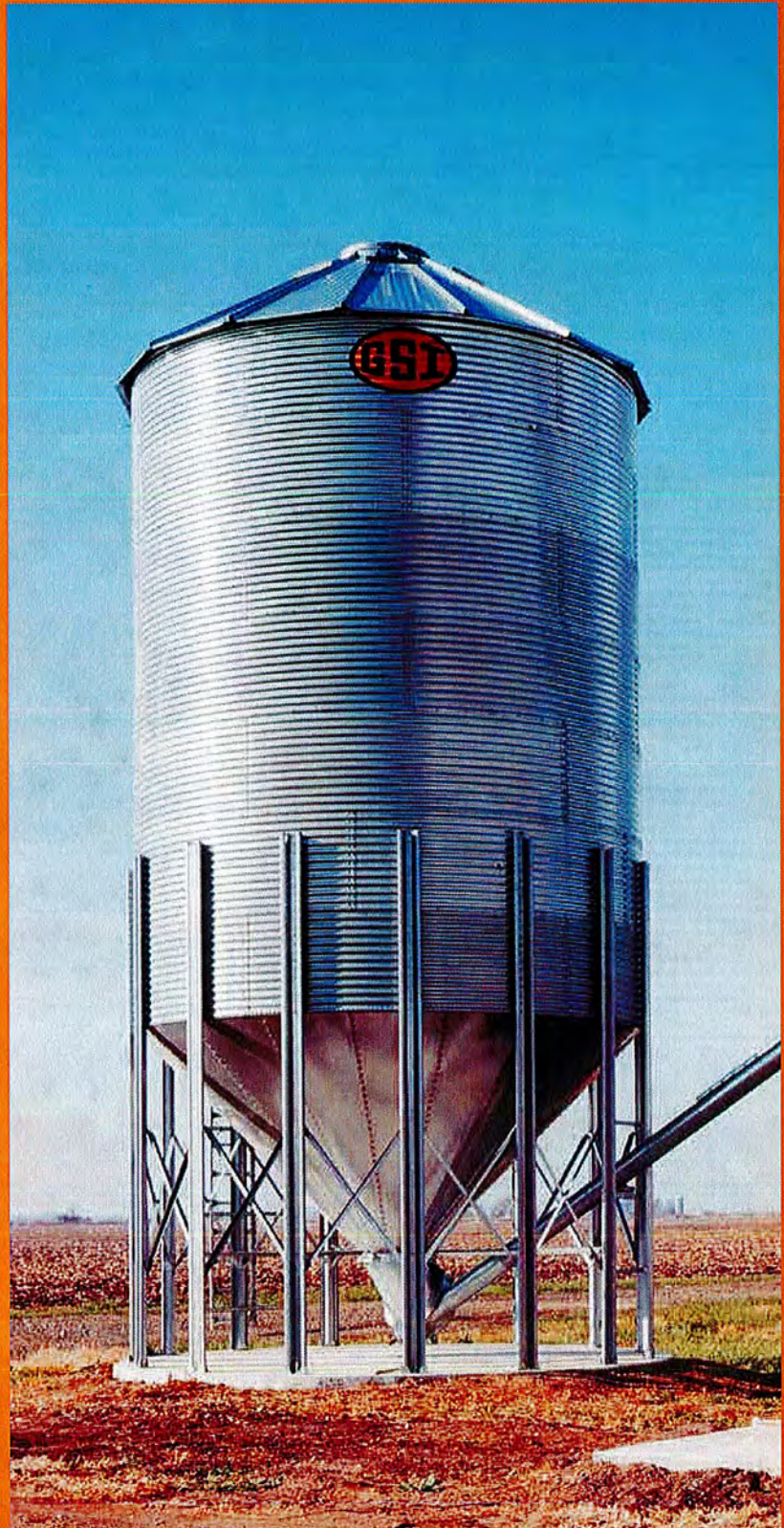
PROVEN & DEPENDABLE

Only GSI feed tanks feature the exclusive, patented Auto-Lok ground control access system for opening, closing and latching the fill cap safely and easily from the ground. The cap swings open a full 180° to lie flat and parallel to the ground, completely eliminating interference with, or damage to, the cap from the auger.

Bulk Feed Tanks also feature an optional hopper valve for accessing small amounts of material to a location not serviced by the auger system.

GSI manufactures roofs from prime, high tensile, galvanized steel. The higher tensile steel adds up to 20% more strength, with no extra weight, which is critical in clear span roof structural design. Roof eave clearance can be adjusted at the time of installation. Each roll formed roof rib has four supportive bends in the vertical sides for maximum strength. Tall roof ribs are fully double overlapped for moisture resistance and additional support. The easy to open peak cap provides a large 30" diameter opening for fast filling.

GSI hopper tank support legs are manufactured from high tensile steel, 65,000 PSI (448 MPa), and completely galvanized for durability.



BULK FEED TANKS (BFT)

BFTs are a popular way of storing feed due to their ease of installation, lower expansion cost and convenient hopper unloading. Several of these tanks can be installed to store a variety of grains and the sealed roof and body design helps protect grain/feed from moisture damage.

GSI Bulk Feed Tanks are available in 6', 7', 9', 12', and 15' diameters and range in capacities up to 2678 bu. (60.52 MT).



GRAIN HOPPER TANKS (GHT)

GHTs are able to support slightly heavier loads than typical ground feed bulk tanks. Grain Hopper Tanks can be used for temporary storage, adapted to several grain drying and conditioning systems, or serve as long term storage for properly dried grain.

Available in 9', 12', 15', 18' and 21' diameters and are designed to hold 45 lbs. per cubic foot, with total bin capacities exceeding 6000 bushels (150 MT).



HOPPER BIN COMPARISONS

	BFT	GHT
Corrugation	2.66	2.66
Stiffened	No	No
Legs	Rolled	Rolled
Material Capabilities	40 lbs./cu. ft.	45 lbs./cu. ft.
Roof Style	Sealed	Grain Bin
Roof Peak Loads	1,200 lbs.	2,500 lbs.
Opening	16" or 22"	16" or 22"
Hopper Angles	60°, 67°	45°

THE SOLID CHOICE

GSI precision formed, galvanized coated, high tensile steel sidewall sheets provide outstanding strength and durability. Optional fully die-formed side ladders with dimpled non-skid rungs provide convenient access to the tank.

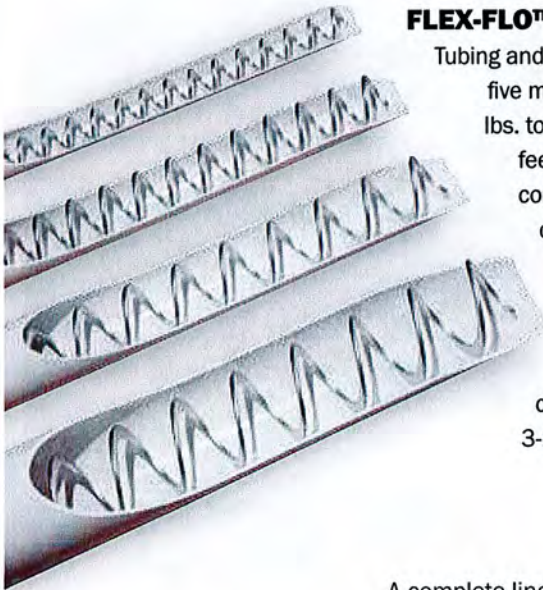
LEGS & ANCHORS

GSI tanks are supported by our fully galvanized, 6-bend roll-formed legs. GSI legs provide significantly greater strength over simple angle iron legs and greater corrosion resistance and longer life compared to painted legs. Galvanized roll-formed cross ties and two-piece leg anchor sections assist in transferring the tank load to the base and provide greater strength, stability, and support.



FLEX-FLO™ FLEXIBLE AUGER SYSTEMS

Tubing and augers are available in four sizes and five models with capacities ranging from 15 lbs. to 220 lbs./minute. Whether it's ground feed, crumble feed, mash, high moisture corn, shelled corn or pellets, GSI has the combination to handle it. For corn with up to 27% moisture and other hard to flow materials, GSI also offers a Flex-Flo™ High Roughage system which incorporates a special combination of a 3" (76mm) auger in a 3-1/2" (89mm) tube to reduce plugging.

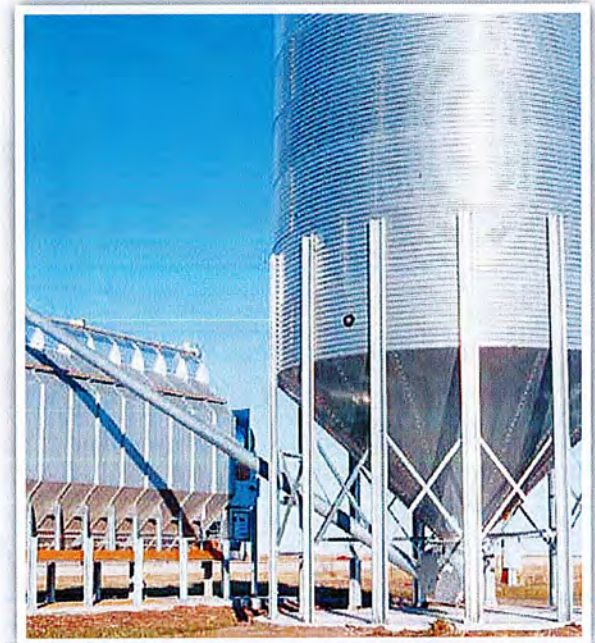


RIGID AUGER

A complete line of rigid augers and accessories are available for high capacity material handling. In 4", 6", and 8" diameters, and lengths from 11' to 21', the GSI rigid auger can be configured to meet the most demanding applications, with capacities up to 2100 BPH.

ROTARY UNLOADER

Designed to fit below the 22" Maxi-Flo boot, GSI's rotary unloaders are available for 2.2" (55mm), 3" (75mm), 3.5" (90mm) and 5" (125mm) Flex-Flo™ or 4", 6", and 8" rigid auger systems.



FARM HOPPER TANKS



STRAIGHT
DROP BOOT



30° DROP BOOT



CLEAR STRAIGHT
DROP BOOT

UNLOADER SYSTEMS

GSI offers several unloader systems including single, twin, tandem and twin tandem models. Augers can be direct or belt driven by a 1/3 to 1-1/2 horsepower, totally enclosed fan cooled motor at a standard 358 RPM (other speeds are available for special applications). Additional grain handling accessory equipment is available including extension systems to adjust auger lengths, time clocks, automatic shut-off switches, intermediate drop kits and y-drops.

GSI's 16" (406mm) parabolic boot (available in straight drop or 30° models) is made from the very latest in ultra high impact polypropylene for greater flexibility, dependability and durability. The clear poly carbonate version provides a window to confirm that feed is present.

HEAVY DUTY BOOTS

Multiple outlet requirements can be easily handled by our 22" (559mm) all metal boot. This boot, which can be fitted to any GSI grain hopper tank, will allow installation of up to four feed lines in several directions at once.

HOPPER BOTTOMS

Hopper panels are die-formed with rounded corners and sealed edges down-turned for a weather-tight fit. In addition, assembly with rounded, truss-head bolts reduce bridging of contents on inner surfaces. The eave is specially die-formed to conform to the shape of the sidewall corrugation.

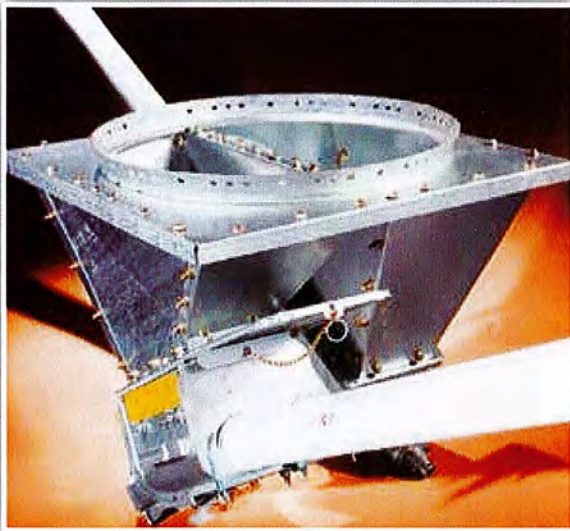
GSI's drip lip water deflection system is a one-of-a-kind, roll-formed bottom sheet edge which forces water away from the hopper and lower boot area. Complete weather protection without a loss in capacity.



WITHOUT DRIP LIP



WITH DRIP LIP



GHT

DIAMETER (FEET)	RINGS	HOPPER ANGLE	BUSHEL	CAPACITY (CUBIC FEET)	CAPACITY (METRIC TONS)	CAPACITY (U.S. TONS)	HEIGHT (FEET)	HEIGHT (METERS)
9	2	45°	388	482.7	8.76	9.65	14'2"	4.32
	3	45°	523	650.6	11.80	13.01	16'10"	5.13
	4	45°	658	818.5	14.85	16.37	19'6"	5.94
	5	45°	793	986.3	17.89	19.73	22'2"	6.75
	6	45°	927	1154.2	20.94	23.08	24'10"	7.56
	7	45°	1061	1322.0	23.99	26.43	27'5"	8.37
	8	45°	1195	1489.9	27.04	29.78	30'0"	9.18
	9	45°	1329	1657.8	30.09	33.13	32'8"	9.99
	10	45°	1463	1825.6	33.14	36.48	35'3"	10.80
	12	2	45°	786	946.9	19.34	21.30	16'11"
3		45°	1039	1245.3	25.44	28.02	19'8"	5.99
4		45°	1290	1543.7	31.53	34.73	22'4"	6.80
5		45°	1542	1842.2	37.64	41.45	24'11"	7.60
6		45°	1794	2140.6	43.73	48.16	27'8"	8.42
7		45°	2045	2439.0	49.83	54.88	30'4"	9.24
8		45°	2296	2737.4	55.93	61.60	33'0"	10.05
9		45°	2547	3035.9	62.03	68.32	35'8"	10.87
15		2	45°	1340	1617.3	33.04	36.39	19'4"
	3	45°	1733	2083.6	42.57	46.88	22'0"	6.70
	4	45°	2127	2549.9	52.09	57.37	24'8"	7.51
	5	45°	2520	3016.2	61.52	67.86	27'4"	8.32
	6	45°	2914	3482.5	71.15	78.36	30'0"	9.13
	7	45°	3307	3948.8	80.68	88.85	32'8"	9.95
	8	45°	3700	4415.1	90.20	99.34	35'4"	10.76
	18	2	45°	2089	2527.0	51.58	56.87	21'7"
3		45°	2657	3198.4	65.29	71.98	24'4"	7.40
4		45°	3222	3869.9	78.99	87.08	26'11"	8.22
5		45°	3790	4541.4	92.70	102.20	29'7"	9.03
6		45°	4355	5215.8	106.40	117.30	32'4"	9.84
7		45°	4923	5884.3	120.10	132.40	34'11"	10.66
8		45°	5488	6555.7	133.80	147.50	37'7"	11.47
9		45°	6053	7227.2	147.50	162.60	40'3"	12.28
21		3	45°	3832	4623.6	94.36	104.00	26'7"
	4	45°	4603	5536.3	113.00	124.60	29'3"	8.91
	5	45°	5374	6450.8	131.60	145.10	31'11"	9.72
	6	45°	6145	7364.7	150.30	165.70	34'7"	10.54
	7	45°	6916	8278.5	169.00	186.30	37'3"	11.35

9' GRAIN HOPPER TANKS (GHT - 45 DEGREE HOPPER)

- For storage of free flowing material having a maximum density of 45 lbs. per cubic foot.
- Bushel capacities are calculated with no compaction and to full cubic foot capacities.
- Weight capacities are calculated at 40 lbs. per cubic foot.

12' - 21' GRAIN HOPPER TANKS (GHT - 45 DEGREE HOPPER)

- For storage of free flowing material having a maximum density of 45 lbs. per cubic foot.
- Bushel capacities are calculated with 5% compaction and at a 27° angle of repose.
- Weight capacities are calculated at 45 lbs. per cubic foot.

WARNING! Non-free flowing materials including (but not limited to) soybean meal and meat by-products should not be stored in these tanks due to their inherent nature to bridging. Check with your material supplier on the flowability of your product prior to purchasing a tank. If in doubt about a specific product, contact GSI Group engineering department for additional recommendations. Some features are optional and may be available only on certain models. Consult your local GSI dealer for details. All specifications subject to change without notice.

SPECIFICATIONS

BULK FEED TANKS

BFT

DIAMETER (FEET)	RINGS	HOPPER ANGLE	BUSHEL	CAPACITY (CUBIC FEET)	CAPACITY (METRIC TONS)	CAPACITY (U.S. TONS)	HEIGHT (FEET)	HEIGHT (METERS)
6	1	60°	111	138.0	2.50	2.76	10'10"	3.29
	2	60°	171	212.6	3.86	4.25	13'6"	4.10
	3	60°	231	287.2	5.21	5.74	16'1"	4.89
	4	60°	291	361.8	6.56	7.24	18'10"	5.73
7	1	67°	185	230.1	4.17	4.60	13'8"	4.12
	2	67°	266	331.6	6.02	6.63	16'4"	4.93
	3	67°	348	433.2	7.86	8.66	19'0"	5.75
	4	67°	430	534.7	9.70	10.96	21'8"	6.56
	5	67°	511	636.3	11.54	12.73	24'4"	7.37
	6	67°	593	737.8	13.39	14.76	27'0"	8.18
9	1	60°	308	383.9	6.96	7.69	14'3"	4.30
	2	60°	443	551.8	10.01	11.04	16'11"	5.11
	3	60°	578	719.6	13.06	14.39	19'7"	5.92
	4	60°	713	887.5	16.10	17.75	22'3"	6.74
	5	60°	848	1055.3	19.15	21.11	24'11"	7.55
	6	60°	983	1223.2	22.19	24.46	27'7"	8.36
12	2	60°	887	1109.3	20.15	22.18	20'8"	6.25
	3	60°	1126	1407.7	25.57	28.15	23'4"	7.06
	4	60°	1365	1706.1	30.99	34.12	26'0"	7.88
	5	60°	1604	2004.5	36.42	40.08	28'8"	8.69
	6	60°	1842	2303.0	41.84	46.05	31'4"	9.50
	15	2	60°	1554	1934.8	35.12	38.69	24'2"
3		60°	1929	2401.1	43.59	48.02	26'10"	8.14
4		60°	2304	2867.4	52.06	57.34	29'6"	8.95
5		60°	2678	3333.7	60.52	66.67	32'2"	9.77

6' - 9' BULK FEED TANKS (BFT - 60 & 67 DEGREE HOPPERS)

- For storage of free flowing material having a maximum density of 40 lbs. per cubic foot.
- Bushel capacities are calculated with no compaction and to full cubic foot capacities.
- Weight capacities are calculated at 40 lbs. per cubic foot.

12' - 15' BULK FEED TANKS (BFT - 60 & 67 DEGREE HOPPERS)

- For storage of free flowing material having a maximum density of 45 lbs. per cubic foot.
- Bushel capacities are calculated with 5% compaction and at a 27° angle of repose.
- Weight capacities are calculated at 45 lbs. per cubic foot.



TOPDRY

Grain in the overhead chamber is dried by a large fan and heater then dumped to a holding area below. An aeration fan below captures heat from this previously dried grain, and pushes it upward to help dry the next load. This recycling of heat increases efficiency, which greatly reduces drying costs.



MATERIAL HANDLING

GSI's material handling line includes bucket elevators, chain conveyors, belt conveyors, bin unloads, and chain loops. Also available are towers, catwalks, and support structures.



DRYING AND CONDITIONING

Today's farm operations have greatly varied needs for their drying solutions. Size, type, and investment all play a part in the decision for which to use. GSI provides systems of every size and type to help with those needs. Options include TopDry, Portable, Modular, and T-Series Tower Dryers.



GLOBAL SOLUTIONS. LOCAL SUPPORT.

GSI and GSI Dealers alike share the same passion and commitment to our customers. GSI Dealers understand down time is not an option, construction schedules must be met. From site planning to installation and service, GSI Dealers are the proven partners for your operation. When you buy GSI, you get the quality product of a worldwide leader and the dependable service of your local Dealership.

**TO FIND YOUR LOCAL GSI DEALER,
VISIT THE GSI DEALER LOCATOR
AT WWW.GRAINSYSTEMS.COM**



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designs and specifications without notice.

GS-005 APRIL 2018