

REGULAR COUNCIL MEETING
Tuesday, May 20, 2025 6:00pm
Zoom Meeting ID: 889 8252 5535 Passcode: 675736
One tap mobile 929-205-6099

Page	Agenda Item
	1. Call to Order – 6:00PM
	2. Adjustments to the Agenda
	3. Visitors & Communications
5	3-a. Approve resolutions A. #2025-07 National EMS week B. #2025-08 National DPW week
	4. Consent Agenda
7 11 12 17	A. Approval of Minutes i. Meeting of 5/6/25 B. Clerk’s Office Licenses & Permits C. Volunteer appointments (PAC, TPW) D. Approve Civic Center Improvement fund use policy E. Ratify 5/6/25 appointment of Cheryl Metivier as Acting Treasurer F. Approve amendments to the Rules of Procedure G. Approve local emergency management plan H. Authorize the Manager to execute contract(s)
30	4-a. Approve City Warrants i. Approve week of 5/21/25 ii. Ratify week of 5/14/25
	5. City Clerk & Treasurer Report
	6. Liquor/Cannabis Control Boards
	7. City Manager’s Report
	8. New Business
41 109 117	A. Barre Pride event update B. Review TIF development agreement C. 1 st Reading Warned 7:00PM: Ord. #2025-02 Public Conduct Ordinance (Mayor) D. Flood Resiliency Plan update (Gustin)
	9. Upcoming Business
	10. Round Table
	11. Executive Session – as needed
	12. Adjournment

Ground Rules for Interaction with each other, staff, and the general public

- Rules may be reviewed periodically
- Practice mutual respect
 - Assume good intent and explain impact
 - Ask clarifying questions
 - If off course, interrupt and redirect
- Think, then A.C.T.
 - Alternatives – Identify all choices
 - Consequences – Project outcomes
 - Tell your story – Prepare your defense
- Ethics checks
 - Is it legal?
 - Is it in scope (Charter, ordinance, policy)?
 - Is it balanced?
- “ELMO” – Enough, Let’s Move On
 - Honor time limits
 - Be attentive, not repetitive
- Be open-minded to different solutions or ideas
 - Remarks must be relevant and appropriate to the discussion; stay on subject
 - Don’t leave with “silent disagreement”
 - Decisions agreed on by consensus when possible, majority when necessary
 - All decisions of Council are final
- No blame
 - Articulate expectations of each other
 - We all deeply care about the City in our own way
 - Debate issues, not personalities
- Electronics
 - No texting, email, or videogames during the meeting



City of Barre, Vermont

6 N. Main St., Suite 2
Barre, VT 05641
www.barrecity.org

R. Nicolas Storellicastro
City Manager
(802) 476-0240
citymanager@barrecity.org

MEMO

TO: City Council
FROM: The Manager
DATE: 5/16/25
SUBJECT: Packet Memo re: 5/20/2025 Council Meeting Agenda Items

Councilors:

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

Adjustments to the Agenda

- Due to a clerical error, please note that the correct resolution numbers for items 3-a(A) and (B) are #2025-08 and #2025-09, respectively.
- I will request an agenda item #4-b to provide approval for all actions necessary to effectuate closing on 277 Morrison Road, which is scheduled for June 2, 2025. The suggested motion is below, and this action will require ratification at the June 3, 2025 Council meeting.
 - *Motion to accept the Warranty Deed for the City's purchase of the +/-6.43-acre property at 277 Morrison Road in Barre Town; to approve a warrant for \$3,010,000 to the City Attorney's IOLTA account for the purchase; to waive recording fees; and to authorize the City Manager to execute the closing statement and any other documents necessary and advisable to close on the transaction, subject to final review and approval by the City Attorney.*
- I will request an executive session on legal issues to be added to the agenda. The Council will be updated via email about the contents of the executive session.

4(C) Volunteer appointments (PAC, TPW)

Sandy Rousee (Police Advisory Committee) and Steve Mackenzie (Transportation & Public Works Committee) have applied for re-appointment to their respective committees and have been endorsed by their committee chairs/vice-chairs. There are no other applicants for their seats. I recommend that Sandy and Steve be reappointed to 2-year terms.

4(E) Ratify 5/6/25 Council appointment of Cheryl Metivier as Acting Treasurer

There is no memo in the packet for this agenda item. Due to the Governor's approval of a Charter change passed by the voters in 2024 to split the Clerk and Treasurer positions, the Council appointed Cheryl Metivier as Acting Treasurer at its May 6, 2025 meeting. This item was not warned on the agenda because notification of the Governor's signature was received after the meeting was warned. We anticipate that a permanent Treasurer will be appointed before July.

4(F) Approve amendments to the Rules of Procedure (Mayor)

The packet includes a mark-up of the existing rules of procedure as recommended by the Mayor. The changes provide:

- In the absence of the Mayor, the Councilor with the longest period of service would preside (and in the case of two Councilors with identical periods of service, the one whose name appears first alphabetically would preside);
- The Mayor or any Councilor may request a roll-call vote; and
- Any email, text message or other electronic communication received by a member of Council during a meeting would be subject to a Public Records Act request.

4(H) Authorize the Manager to execute contract(s)

There are no contracts for approval.

8(A) Barre Pride event update

There is no memo in the packet for this agenda item. At the request of Councilor Gustin, organizers of the Barre Pride event will attend the meeting to discuss their planned event.

8(C) 1st Reading Warned 7:00 P.M. Public Conduct Ordinance

The packet includes draft ordinance language for Council's consideration. This draft ordinance is very similar to a similar strategy that was approved by the Brattleboro Town Board (and was subsequently overturned by appeal of voters). The Police Chief and I believe that this ordinance would provide additional legal tools to address nuisance, quality of life, and public health issues that have emerged in the City. If approved on first reading, the ordinance would move to a second reading at a subsequent Council meeting.

A RESOLUTION IN RECOGNITION OF NATIONAL EMS WEEK

WHEREAS, Emergency Medical Services is a vital public service; and

WHEREAS, the staff of Fire & Emergency Medical Services Department are ready to provide lifesaving care to those in need 24 hours a day, 7 days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the Fire & Emergency Medical Services Department consists of advanced emergency medical technicians, paramedics; and

WHEREAS, this resolution is but a small representation of the deserved gratitude owed to this dedicated staff throughout the year; and

WHEREAS, during National Emergency Medical Services Week the Barre City Council wishes to publicly honor the staff of the Fire & Emergency Medical Services Department.

NOW, THEREFORE, BE IT RESOLVED on the occasion of National Emergency Medical Services Week that the Barre City Council recognizes the valuable contributions to the community and the dedicated service to City of Barre by the staff of the Fire & Emergency Medical Services Department.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BARRE, VERMONT ON THE 20TH DAY OF MAY, 2025.

Thom Lauzon, Mayor

Cheryl Metivier, City Clerk & Treasurer

Beth Hilgartner, Ward I

Sonya Spaulding, Ward I

Amanda Gustin, Ward II

Jeff Bergeron, Ward II

Michael Deering II, Ward III

Don Routhier, Ward III

A RESOLUTION RECOGNIZING NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our residents' everyday lives; and

WHEREAS, the health, safety, and comfort of Barre City greatly depend on public works services; and

WHEREAS, the quality and effectiveness of these services, as well as their planning, design, and implementation, are vitally dependent upon the efforts and skills of public works professionals; and

WHEREAS, the American Public Works Association has designated the week of May 18-24 as National Public Works Week with the 2025 theme, "People, Purpose, Presence," recognizing the contributions public works professionals make in supporting the health, safety, and well-being of their communities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Barre that the Council extends its heartfelt appreciation to the City of Barre Public Works Department, and all employees for their continued service and dedication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BARRE, VERMONT ON THE 20TH DAY OF MAY, 2025.

Thom Lauzon, Mayor

Cheryl Metivier, City Clerk & Treasurer

Beth Hilgartner, Ward I

Sonya Spaulding, Ward I

Amanda Gustin, Ward II

Jeff Bergeron, Ward II

Michael Deering II, Ward III

Don Routhier, Ward III



Volunteer Application Form

Full Name Sandy Rouse

Home address 2 Waterman St

Barre City Resident?

E-mail Address Rgirlcpa@gmail.com

Cell/Home

☐ Police Advisory Committee

☐

☐

Have you attended a meeting of the public bodies you are applying for?

Please describe why you are interested in the positions you are applying for. Include any special skills or qualifications that may be beneficial for the position.

Our committee has worked together with Chief Vail to put forth policies & procedures that are fair to all community members and the police officers. My dad was a police officer in the town I grew up in (RI) and have seen how law enforcement and all community members can be treated fairly and safely. Based on my work I have professional touch points with the police.

By signing below you acknowledge that all information provided is accurate and complete to the best of your ability, and you understand the City Council has the authority to remove members appointed to any City-created public bodies in accordance with the City Charter and Vermont State Statute, as applicable, for misrepresentation of any statement made on this application

Sandy Rouse

5/4/25

Sign here (or type your name for an electronic submission)

Date

For City Manager's Office Use Only

Appointed?

Term of Appointment: From

To

CITY OF BARRE
Police Advisory Committee


To: Nicolas Storellicastro
Barre City Manager
&
Barre City Council

To whom it may concern,

Sandy Rousse has done excellent work as a member of the Police Advisory Committee. Sandy has proven to be a major asset, bringing an important perspective to the committee. She does her homework and is well prepared for meetings.

I wholeheartedly recommend that she be reappointed.

Thank you,

A handwritten signature in blue ink that reads "Bob Nelson". The signature is written in a cursive, flowing style.

Bob Nelson
Chair



Volunteer Application Form

Full Name

Home address

Barre City Resident?



E-mail Address

Cell/Home Phone Number

Position(s) you are applying for?

1.

2.

3.

Have you attended a meeting of the public bodies you are applying for?



Please describe why you are interested in the positions you are applying for. Include any special skills or qualifications that may be beneficial for the position.

By signing below you acknowledge that all information provided is accurate and complete to the best of your ability, and you understand the City Council has the authority to remove members appointed to any City-created public bodies in accordance with the City Charter and Vermont State Statute, as applicable, for misrepresentation of any statement made on this application

Sign here (or type your name for an electronic submission)

Date

For City Manager's Office Use Only

Appointed?



Term of Appointment: From

To

Hello Nancy,

As vice chairman I would like to confirm my unqualified support for Steve Mackenzie to continue as committee chairman for another term.

If you have any further questions, feel free to contact me at your convenience.

Thank you,
Kenneth Bauer



City of Barre, Vermont

“Granite Center of the World”

CITY COUNCIL AGENDA: 5/20/2025

Agenda Item No.: 4-D

AGENDA ITEM DESCRIPTION: Approve Civic Center Improvement Fund use policy

SUBMITTING DEPARTMENT or PERSON: The Manager

BACKGROUND INFORMATION:

The Civic Center Improvement Fund was created to have an ongoing resource to make investments in the facilities on the Hill (Auditorium, B.O.R. and Alumni Hall). As of February 2025, the Fund has a \$183,000 balance. The Fund receives income from several sources, including:

- Sales of dasher ads/banners in the B.O.R. and banners in the Auditorium;
- Booth fees from facility rentals;
- Turf rentals; and
- Rental income from antennas (no longer active).

Since the start of the current administration in 2022, the City has used the fund judiciously to make needed improvements at these facilities, including acquisition of soccer goals for turf rentals, and new heaters and lights for the BOR.

The Buildings & Facilities Committee (formerly known as the Civic Center Committee) is an advisory body that provides non-binding guidance and feedback about the condition and use of all City facilities, including the Civic Center. Recently, there has been some confusion amongst members of the Committee about jurisdiction of the Fund. Some members of the Committee believe that use of the Fund can only happen with prior approval of the Committee.

In order to clarify use of these City tax dollars, City staff proposes adoption of a policy to codify authorized uses of the Fund. The draft policy would provide the following:

- Define authorized uses, including improvements to existing facilities, capital upgrades, enhancements, and match funding supporting other authorized uses;
- Prohibit the use of the fund for operational expenses (like salaries and expenses), provided that the salary of the Civic Center marketing director may continue to be paid from the Fund;
- Confirm that all purchases must also comply with the City’s procurement policy; and
- Provide that the Buildings & Facilities Committee must be notified of any expenses above \$5,000.

RECOMMENDED ACTION/MOTION:

Move to approve the Civic Center Improvement Fund Use Policy.

CITY OF BARRE, VERMONT
RULES OF PROCEDURE
for
PUBLIC BODIES OF THE CITY OF BARRE

A. Purpose.

The Barre City Council, and all current and future public bodies, are required by law to conduct its meetings in accordance with the Vermont Open Meeting Law. 1 V.S.A. §§ 310-314. Meetings of the Barre City Council and all current and future public bodies must always be open to the public, except as provided in 1 V.S.A. § 313.

B. Application.

This policy shall apply to all regular, special, and emergency meetings of public bodies of the City of Barre City. Nothing in this policy shall preclude the ability of public bodies to adopt additional rules as required by law (i.e. Board of Civil Authority 24 V.S.A. § 801, Board of Abatement 24 V.S.A. § 1533, Planning Commission 24 V.S.A. § 4323, Development Review Board 24 V.S.A. § 4461).

C. Definitions.

For the purposes of this policy, the following definitions shall apply:

Advisory Group means a group appointed to provide input or recommendations offered as a guide to topic-specific action to City Staff or designee. Solicitation and appointment are made by the City Manager or a designee of the City Manager.

Board means an official group of persons who direct or supervise some activity provided by Legislative or municipal mandate.

Council means the City Councilors and Mayor for the City of Barre.

Commission means a group of persons authoritatively charged with particular functions. Solicitation and appointment are made by the Council.

Committee means a person or group of persons elected or appointed to perform some service or function, as to investigate, report on, or act upon a particular matter. Solicitation, direction, and appointment are made by the Council.

Public body means any current or future advisory group, board, council, commission, or committee of the City of Barre. Teams and Work Groups are not considered public bodies.

Public interest means an interest of the community as a whole, conferred generally upon all residents of the City of Barre.

Public officer or **public official** means a person elected or appointed to perform executive, administrative, legislative, or quasi-judicial functions for the City of Barre. Persons elected or appointed must be legally able to hold the position.

Teams means a group of City Staff appointed to provide input or recommendations offered as a guide to topic-specific action to City Staff or designee. Solicitation and appointment are made by the City Manager or a designee of the City Manager.

Work Group means a group of two or three City Councilors that work collaboratively to provide a service or function of the City of Barre. Solicitation and assignment are made by the Council.

D. Procedures.

City Council.

1. The Mayor shall serve as the Chair of the council. In the absence of the Mayor, the [council member designated by the council shall serve as acting Mayor in the Mayor's absence] **Councilor present with the longest period of service on the Council shall serve as Chair. In the event two or more Councilors have identical periods of service on the Council, the Councilor whose last name would appear first alphabetically shall serve as Chair.**
2. The Mayor/Chair shall preserve order in the meeting and shall regulate its proceedings by applying these rules and making determinations about all questions of order or procedure and shall enforce these rules as required by 1 V.S.A. § 312(h).
3. Order and decorum shall be observed by all persons present at the meeting. Neither members of the council, nor the members of the public, shall delay or interrupt the proceedings or the peace of the council, or disturb any member while speaking. Neither members of the council, nor the members of the public, shall refuse to obey the orders of the Mayor or other presiding members. Any person making personal, impertinent, slanderous, threatening, or profane remarks shall be called to order by the Mayor and may be ordered removed from the meeting if necessary.
4. A majority of the seats on the council shall constitute a quorum. If a quorum of the members of the council is not present at the meeting, the only action that may be considered by the council is a motion to recess or adjourn the meeting.
5. No single member of the council shall have authority to represent or act on behalf of the council unless, by majority vote, the council has delegated such authority for a specific matter at a duly- noticed meeting and such delegation is recorded in the meeting minutes.
6. Regular meetings of the council shall take place as provided for in City Charter sec. 302. Regular meetings will be held on Tuesday twice per month. Notice of regular meetings shall be posted at City Hall and at two other locations in the City as designated by the council, at least forty-eight (48) hours in advance of the meeting. City staff and Councilors shall place attachments in support or against of agenda items in the Council packet provided at least forty-eight (48) hours in advance of the meeting. Any statement from the public that is greater than 2 minutes in length when read, may be provided in writing.
7. Special meetings of the council may be called at any time by the Mayor. The meetings may also be called by the Clerk on a petition signed by a majority of the council and filed with the Clerk. Notice of special meetings shall be served on the council members by the Clerk delivering to each member a copy of the call or leaving it at the place of the member's residence. City charter sec. 303. Notice of special meetings shall be posted at City Hall and at two other locations in the City as designated by the council, except that the Mayor or four (4) councilors may reduce the time limited for posting to not less than twenty-four (24) hours, in which case the news media located in the City shall be notified at least twenty-four (24) hours before such meeting.
8. Emergency meetings of the council may be called at any time by the Mayor in accordance with the warning requirements in state law. The meetings may also be called by the Clerk on a petition signed by a majority of the council and filed with the Clerk. Notice of emergency meetings shall be served on the council members by the Clerk delivering to each member a copy of the call or leaving it at the place of the member's residence. City charter sec. 303. Notice of emergency meetings shall be posted at City Hall and at two other locations in the city as designated by the council.
9. At least 48 hours prior to a regular meeting and at least 24 hours prior to a special meeting, a meeting agenda shall be posted on the city website. The agenda must also be made available at City Hall to any person who requests such agenda prior to the meeting.
10. A member of the council may attend a regular, special or emergency meeting by electronic or other means without being physically present at a designated meeting location, so long as the member is identified when the meeting is convened and is able to hear and be heard throughout the meeting.

11. If a majority of the members wish to attend a meeting by electronic or other means, the requirements of V.S.A. § 312(a)(2) must be met. If any Councilor is voting by electronic means, voting must be done by roll call, unless the vote is unanimous.
12. If a quorum or more of the council attend a meeting without being physically present at a designated meeting location, the following requirements shall be met:
 - a. At least 24 hours prior to the meeting, or as soon as practicable prior to an emergency meeting, the council shall publicly announce the meeting and post notice of the meeting and agenda at City Hall and at two other locations in the city as designated by the council.
 - b. The public announcement and posted notice of the meeting shall designate at least one physical location, unless in an emergency situation as allowed for by law, where a member of the public can participate in the meeting.
13. Public comment: Members of the public shall be afforded reasonable opportunity to express opinions about matters considered by the council so long as order is maintained. Such public comment is subject to the following rules:
 - a. At the Visitors and Communications section of each meeting, there will be time afforded for open public comment. The amount of time designated for public comment shall not exceed two minutes and the order in which people shall address the council shall be controlled by the Mayor.
 - b. Public comment on issues discussed by the council, if not offered during the open public comment period, may be offered during the meeting with the permission of the Mayor.
 - c. No member of the public may speak during the meeting unless called upon or recognized by the Mayor.
 - d. Comment by the public or members of the council should be addressed to the Mayor or to the council as a whole and not to any individual.
14. Each regular and special meeting of the council shall have an agenda. Those who wish to be added to the meeting agenda shall contact the city manager's office to request inclusion on the agenda. The Manager shall determine the final content of the agenda. As practical:
 - a. municipal business shall receive first priority on agendas.
 - b. all agenda items concerning municipal business shall include a standard cover memo or presentation material, as applicable, in form and content approved by the Manager, including but not limited to Council's authority (pursuant to statute, ordinance, policy, practice, etc.), recommended motion, source of funds (if any are required), and relevant background information.
15. All business shall be conducted in the same order as it appears on the noticed agenda, except that any addition to, changes to, deletion or other adjustment, such as changing the order or business, postponing or tabling actions from the noticed agenda must be made as the first act of business at the meetings, or subsequently by consensus or majority vote. Items added to an agenda that are voted upon shall be ratified at the next regular or special meeting.
16. Motions made by councilors require a second. The Mayor may not make motions or seconds but may vote on any properly moved question of the council. A motion will only pass if it receives the votes of a majority of the members of the council.
17. [Any] **The Mayor or any** councilor may request a roll call vote.

18. **Any email, text message, or electronic communication pertaining to an agenda item or a subject under discussion that is received by the Mayor or any Councilor during a Council meeting shall be considered a public record that is subject to a Public Records Act request.**
19. Meetings may be recessed to another time and place certain.
20. Contact information for the Mayor and Council members, including at least an email address, shall be made public and listed on the City of Barre website.
21. These rules may be reviewed at the beginning of any meeting.

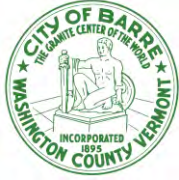
E. Procedures.

Other Public Bodies.

1. A Board, Commission or Committee shall annually elect a chair, a vice-chair, and a secretary. The chair of the body, or in the chair's absence, the vice-chair, shall preside over all meetings. If both the chair and the vice-chair are absent, a member selected by the public body shall act as chair for that meeting. Advisory Groups do not need to elect a chair or vice-chair.
2. Where applicable, the chair shall preserve order in the meeting and shall regulate its proceedings by applying these rules and making determinations about all questions of order or procedure and shall enforce these rules as required by 1 V.S.A. § 312(h).
3. Order and decorum shall be observed by all persons present at the meeting. Neither members of the public body, nor the members of the public, shall delay or interrupt the proceedings or the peace of the public body, or disturb any member while speaking. Neither members of the public body, nor the members of the public, shall refuse to obey the orders of the chair or other presiding members. Any person making personal, impertinent, slanderous, threatening, or profane remarks shall be called to order by the chairperson and may be ordered removed from the meeting if necessary.
4. A majority of the members of the public body shall constitute a quorum, unless otherwise stated by Vermont Statute. If a quorum of the members of the public body is not present at a meeting, the only action that may be considered by the public body is a motion to recess or adjourn the meeting.
5. No single member of the public body shall have authority to represent or act on behalf of the council/public body unless, by majority vote, the public body has delegated such authority for a specific matter as directed by the public body at a duly noticed meeting and such delegation is recorded in the meeting minutes.
6. Notice of regular meetings shall be posted at City Hall and at two other locations in the City as designated by the council, at least forty-eight (48) hours in advance of the meeting. City staff and public body members shall place attachments in support or against of agenda items at least forty-eight (48) hours in advance of the meeting. Any statement from the public that is greater than 2 minutes in length when read, may be provided in writing.
7. At least 24 hours prior to a special meeting, a meeting agenda shall be posted at City Hall, at two other locations in the City as designated by the council, and on the city website. The agenda must also be made available at City Hall to any person who requests such agenda prior to the meeting.
8. A member of the public body may attend a regular or special meeting by electronic or other means without being physically present at a designated meeting location, so long as the member identifies him or herself when the meeting is convened and is able to hear and be heard throughout the meeting.
9. If a majority of the members of the public body wish to attend a meeting by electronic or other means, the requirements of V.S.A. § 312(a)(2) must be met. If any member is voting by electronic means, voting must be done by roll call, unless the vote is unanimous.

10. If a quorum or more of the public body attend a meeting without being physically present at a designated meeting location, the following requirements shall be met:
 - a. Unless it is an emergency meeting, at least 24 hours prior to the meeting, or as soon as practicable prior to a special meeting, the public body shall publicly announce the meeting and post notice of the meeting and agenda at City Hall and at two other locations in the city as designated by the public body.
 - b. The public announcement and posted notice of the meeting shall designate at least one physical location, a call-in number, or videoconferencing information where a member of the public can participate in the meeting.
11. Public comment: Members of the public shall be afforded reasonable opportunity to express opinions about matters considered by the public body so long as order is maintained. Such public comment is subject to the following rules:
 - a. At the Visitors and Communications section of each meeting, there will be time afforded for open public comment. The amount of time designated for public comment shall not exceed two minutes and the order in which people shall address the public body shall be controlled by the chair.
 - b. Public comment on issues discussed by the public body, if not offered during the open public comment period, may be offered during the meeting with the permission of the chair.
 - c. No member of the public may speak during the meeting unless called upon or recognized by the chair.
 - d. Comment by the public or members of the public body should be addressed to the chair or to the public body as a whole and not to any individual.
12. Each regular and special meeting of the public body shall have an agenda. Those who wish to be added to the meeting agenda shall contact the chair to request inclusion on the agenda. The chair shall determine the final content of the agenda using an agenda template as provided by City staff.
13. All business shall be conducted in the same order as it appears on the noticed agenda, except that any addition to, deletion or other adjustment, such as changing the order or business, postponing or tabling actions from the noticed agenda must be made as the first act of business at the meetings, or subsequently by consensus or majority vote. Items added to an agenda that are voted upon shall be ratified at the next regular or special meeting.
14. Motions made by members require a second. The chair may not make motions or seconds but may vote on any properly moved question of the public body. A motion will only pass if it receives the votes of a majority of the members of the public body.
15. Any member of the public body may request a roll call vote.
16. Meetings may be recessed to a time and place certain.
17. Contact information for the Board, Commission, or Committee Chair, including at least an email address, shall be made public and listed on the City of Barre website.
18. These rules may be reviewed at the beginning of any meeting.

The foregoing Policy is hereby adopted, as amended, by the Barre City Council on January 28, 2025, and is effective as of this date until amended or repealed.



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO **CITY COUNCIL AGENDA: May 20, 2025**

Consent Item No.: 4.G.

AGENDA ITEM DESCRIPTION:

Approve the 2025 Local Emergency Management Plan (LEMP)

SUBJECT:

Vermont Emergency Management

SUBMITTING DEPARTMENT or PERSON:

Janet Shatney, Planning, Permitting & Assessing Services Director

STAFF RECOMMENDATION:

Council Approval for the City to meet the requirements of Emergency Management, by reviewing and adopting the annually updated plan.

BACKGROUND INFORMATION:

State law requires all municipal jurisdictions to review and update their Local Emergency Management Plan (LEMP) annually and to formally re-adopt them between Town Meeting Day (Barre City is now in May) and June 1st. Current LEMPs are also required for municipalities to receive federal preparedness funds and increased state reimbursement through the [Emergency Relief and Assistance Fund](#) (ERAF).

EXPENDITURE REQUIRED & FUNDING SOURCE(S): N/A

LEGAL AUTHORITY/REQUIREMENTS: [20 V.S.A § 6](#)

ATTACHMENTS: Copy of Redacted Plan minus the Annexes (un-redacted Plan with Annexes will be shared with State leaders)

INTERESTED/AFFECTED PARTIES: City Council, Emergency Response Personnel, City Management

RECOMMENDED ACTION/MOTION:

Move to accept the 2025 Local Emergency Management Plan as presented, and authorize the Mayor, City Manager and Fire Chief to sign the required pages as submitted.

Local Emergency Management Plan Municipal Adoption Form

The Local Emergency Management Plan (LEMP) must be (re)adopted annually, after town meeting day, and submitted to the appropriate Vermont Emergency Management (VEM) Regional Coordinator by June 1st.

If VEM needs to contact municipal leaders to determine status and support requirements during an emergency, the Emergency Management Director (EMD) and two other local points of contact who should have authoritative local information and authority to request resources are listed at right.

VEM will share the town's contact information with emergency partners who have a life safety need during an emergency.

☐ Mark this box to request Vermont Emergency Management not share the town's contact information with emergency partners (Dam owners, utility providers, elected officials, neighboring EMDs, American Red Cross, FEMA) outside of an emergency.

REMC Representatives	
REMC Emergency Services Appointee	Keith Cushman
Email	firechief@barrecity.org
EMD REMC Representative	Joseph Aldsworth
Email	Joseph.aldsworth@barrecity.org

I hereby certify that the LEMP meets Vermont National Incident Management System (NIMS) requirements and current LEMP Implementation Guidance as on page 2:

Signed* _____ Printed Name: Keith Cushman, Fire Chief/EMD
 Certifying individual must have taken, at a minimum, ICS402 or ICS100/IS-100 training

Municipality	City of Barre, VT
LEMP Adoption Date	May 20, 2025
NIMS Adoption Date	May 20, 2025
EMD Name	Keith Cushman
Position	EMD
Primary Phone	██████████
Alternate Phone	(802) 476-0254
Email	firechief@barrecity.org
Public contact information	www.barrecity.org
POC 2 Name	Joseph Aldsworth
Position	Deputy Fire Chief
Primary Phone	██████████
Alternate Phone	(802) 476-0255
Email	Joseph.aldsworth@vermont.gov
POC 3 Name	Nicolas Storellicastro
Position	City Manager
Primary Phone	██████████
Alternate Phone	(802) 476-0240
Email	Citymanager@barrecity.org

I hereby attest that the municipality has adopted NIMS and the LEMP at a **warned public meeting**, as stated above:

Signed* _____ Printed Name: Nicolas Storellicastro, City Manager
 Attesting individual must be a selectboard member, town manager, council member, city manager, mayor

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

Local Emergency Management Plan**1. Emergency management planners**

These are the people who wrote and maintain this plan. This must include the EMD.

Sid Pollock – VEM, Janet Shatney – Planning Director, Keith Cushman – Fire Chief, Brad Vail – Police Chief, Nicolas Storrellicastro – City Manager, Brian Baker – DPW Director

2. Municipal emergency operations center (EOC)

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

Which municipal position(s) can activate the EOC?

Fire Chief, City Manager, EMD, Assistant City Manager

Preferred EOC positions and duties

<i>Position title</i>	<i>Duties associated with that position</i>
EOC Manager	Supervises and directs all EOC activities coordinating municipal support and response Interacts with the state EOC to coordinate City and Staff resources as needed. Delegate functional work assignments to City Dept. Heads based on nature of disaster. Calls all City Dept. Heads to the command post
EOC Assistant	Staffs phones and radio; Tracks and answers any Requests For Information (RFI); Tracks and coordinates any Requests For Support (RFS); Produces and posts public information and press releases

Potential EOC staff members

<i>Name</i>	<i>Qualified position(s) and notes</i>
Nicolas Storrellicastro	EOC Manager, EOC Assistant
Keith Cushman	EOC Manager, EOC Assistant
Joseph Aldsworth	EOC Manager, EOC Assistant
Braedon Vail	EOC Assistant
Larry Eastman	EOC Assistant
Brian Baker	EOC Assistant
Tom Baker	EOC Assistant
Dawn Monahan	EOC Manager, EOC Assistant
Janet Shatney	EOC Assistant

Primary EOC location	
Facility address: Alumni Hall, 20 Auditorium Hill, Barre, VT	
Phone numbers:	(802) 476-6613 Police; (802) 476-0256 Facilities
Equipment and notes:	
	<input checked="" type="checkbox"/> generator <input checked="" type="checkbox"/> internet <input checked="" type="checkbox"/> phone line <input checked="" type="checkbox"/> computers <input checked="" type="checkbox"/> copy machine <input checked="" type="checkbox"/> projector or large screen <input checked="" type="checkbox"/> food prep
Alternate EOC location (if applicable)	
Facility address:	
Phone numbers:	N/A
Equipment notes:	
	<input type="checkbox"/> generator <input type="checkbox"/> internet <input type="checkbox"/> phone line <input type="checkbox"/> computers <input type="checkbox"/> copy machine <input type="checkbox"/> projector or large screen <input type="checkbox"/> food prep

3. Resources

Use municipal resources, mutual aid agreements, and local purchases first to get resources for response as needed and available.

Who is authorized to make emergency purchases and what are their spending limits. Please note the town is responsible for ensuring individuals listed in this plan are aware of and following these limits.

See City of Barre procurement policy Annex N

Please use the following sections to note resources you may need during a disaster, and how you would access them. Resources to consider include, but are not limited to, fuel for town vehicles, food, office supplies, plow trucks, dump trucks, generators, excavators, wood chippers, all-terrain vehicles, and signage.

Town or city owned resources (if applicable)

<i>Type of resource</i>	<i>Name</i>	<i>Contact information (see pp 9-10)</i>
Communications Trailers	FD	Joseph Aldsworth
Mobile Sign Board (3)	DPW	Donnel Dexter
8-inch trailer mounted pump	DPW	TJ DeRose
Vactor Truck	DPW	TJ DeRose
Event Trailer	FD	Joseph Aldsworth
Mobile Dispatch Console	PD	Larry Eastman
Sandbag Filler	DPW	Donnel Dexter
Sandbags (6 pallets)	DPW	Donnel Dexter
Drone	FD	Joseph Aldsworth
ID Badge Maker	HR	Jeanne Galiano

Businesses with standing municipal contracts (if applicable)

<i>Type of resource</i>	<i>Name</i>	<i>Contact information</i>
Fuel Oil	Packard Fuels	(802) 262-3835
Propane	Irving Oil	(603) 559-8834
HVAC	New England Air Systems	(802) 864-3800

Other local resources (if applicable)		
<i>Type of resource</i>	<i>Name</i>	<i>Contact information</i>
Hardware	Nelson's ACE Hardware	802-476-5700
Rentals	Sunbelt	802-734-0296
Rentals	Wind River	802-523-3440
Debris Removal	AJ Recycling	802-505-0630
Debris Removal	Tiny's Trash	802-279-6081
Heavy Equipment	LaJeunesse Construction	802-522-7141
Heavy Equipment	Avery Excavation	802-371-8418
State support that is usually at no cost to the municipality: <ul style="list-style-type: none"> • Vermont Hazardous Material (HAZMAT) Response Team (VHMRT) • Vermont Urban Search and Rescue (USAR, VT-TF1) • Vermont State Police Special Teams • Swiftwater rescue teams (both local and VT-TF1) • Regional shelter support • Subject matter expertise from state government agency or federal response agency State support and resources the municipality will normally eventually have to pay for: <ul style="list-style-type: none"> • Supplies and equipment • VTrans equipment and personnel • Vermont National Guard support 		
<i>The state emergency operations center (SEOC, 800-347-0488) will help coordinate any state support teams or other external resources that local responders may need.</i>		

National Incident Management System (NIMS) typed resources* (if applicable)											
Type	I	II	III	IV	Other	Type	I	II	III	IV	Other
Critical Incident Stress Management Team		N/A	N/A	N/A		Water Pumps, Drinking Water Supply - untreated source					
Mobile Communications Center					1	Water Pump, Water Distribution					
Mobile Communications Unit (Law/Fire)			N/A	N/A		Water Pump, Wastewater					
Water Pumps, De-Watering					2	Water Valve Maintenance Truck				N/A	

*Information about the NIMS typed resources can be found at: <https://rtlt.preptoolkit.fema.gov>

*Additional resource information is available on the FEMA Reimbursable Equipment List: <https://www.fema.gov/assistance/public/schedule-equipment-rates>

4. Public Information and Warning

During a significant emergency, the emergency operations center (EOC) and incident command posts (ICPs) will coordinate and manage public information, both by producing accurate, timely reports and by tracking what is publicly reported to minimize confusion and help ensure a positive public response.

Vermont Emergency Management (1-800-347-0488) can send VT-Alert messages on behalf of your community if you are unable to send them on your own.

Many communities have individuals who need translation services, are deaf or hard of hearing, or blind or visually impaired. Municipalities may use, at their own expense, statewide translation contracts on the [Buildings and General Services website](#) to meet these needs.

Please consider what those needs may be, and how those needs can be met.

Local VT-Alert managers and managers of other notification systems (if applicable):	VT-Alert Dispatchers/Incident Operators: Larry Eastman, Clint Smith, Keith Cushman, Nicolas Storellicastro ReGroup: Nicolas Storellicastro, Kris Kirby
Important local websites or social media channels (if applicable):	Municipal Website: www.barrecity.org Facebook: www.facebook.com/BarreCityVT (non-official FB pages that may contain misinformation and should be monitored) Central Vermont 911 – Barre City Resident Chat Front Porch Forum: barrecity@frontporchforum.com Instagram: @barrecityvt X: @cityofbarrevt Youtube: @barrevtcitycouncil @barrevtcommittees
Local newspaper, radio, TV (if applicable):	Regional Newspapers: Times Argus, The World, The Bridge Burlington Free Press, VT Digger, Seven Days Local Radio Stations: WORK (107.1), WFFY, WSKI, WDEV, 104.7 Television Stations: WCAX, WPTZ, WNNE, WVNY Ability to distribute on DPS.LOCALMEDIANORTH@vermont.gov
Public notice locations: These are physical locations that you are required to post meeting notices per 17 V.S.A. § 2641 . Two must be in town and the third must be in or near the town clerk's office.	City Hall – 3 bulletin boards (Accounting, Assessing office, and City Hall lobby) Aldrich Public Library Public Safety Building Digital Sign messaging board on N. Main Street 3 mobile sign boards
<i>Vermont 2-1-1 is a United Ways of Vermont system that provides 24x7x365 information and referral services in cooperation with many state and local government and community-based entities. 2-1-1 collects and maintains a database of local resource information and is available to take calls from the general public to inform and instruct them in relation to emergency events, and to refer them to the appropriate response and recovery resource, if necessary. Dial 211 or (802) 652-4636.</i>	

5. Organizations and communities requiring additional coordination

This is the list of organizations that need extra communication and coordination from the local emergency operations center before, during, and after an emergency. This list should include all organizations the town needs to have enhanced communication with, including schools, daycares, nursing homes, organizations serving speakers of languages other than English, organizations serving New Americans, organizations serving unhoused individuals, mobile home parks, dams, facilities in hazardous areas, and communities that may need additional coordination. Individuals that need extra communication and coordination can be accessed through [Citizen Assistance Registration for Emergencies \(CARE\)](#). If necessary, the EOC may contact organizations and facilities, listed below, that serve populations that may be at risk based on the emergency. If there are residents at risk or in danger, the EOC should monitor their status and if required coordinate support for them until their situation stabilizes. Please ensure these contacts have updated EMD contact information.

Organization or community	Contact information or method of coordination	Notes
Spaulding High School	(802) 476-4811 Principal	
Spaulding Educational Alternative School	(802) 477-5030	
Barre City Elementary and Middle School	(802) 476-6541 Principal	
Central Vermont Catholic School	(802) 476-5015 Principal	
Capstone Learning Together @ Brook Street	(802) 477-5203 Supervisor on Duty	
Barre City Preschool Programs	(802) 476-6541 Supervisor on Duty	
St. Monica Preschool	(802) 476-5015 Supervisor on Duty	
Registered Home Daycares (as of May 14, 2025)	See attached list	
Senior and Elderly Care Homes and Day Use Programs	See attached list	
Barre Housing Authority	(802) 476-5455	Subsidized Housing
Downstreet Housing	(802) 476-4493	Subsidized Housing
Good Samaritan Haven	(802) 479-2294	Unhoused Outreach

Registered Home Daycares in Barre City Taken from State website as of 05/14/2025:
(brightfutures.com):

Jennifer Bassett
7 Stowe Street
[REDACTED]

Linda Otis
31 Palmisano Plaza
[REDACTED]

Pearl Harriman
51 Elmwood Avenue
[REDACTED]

Janelle Anderson
80 Currier Street
[REDACTED]

Heather Silk
5 Beech Street
[REDACTED]

Ashley Durgin
7 Valliere Avenue
[REDACTED]

Tina Priddy
16 Maplewood
Avenue
[REDACTED]

Jacqueline Davis
257 Washington
Street
[REDACTED]

Jeanine Wixson
17 Jacques Street
[REDACTED]

Licensed Children Providers in Barre City as of 05/14/2025:

Capstone Learning Together
Center @ Brook Street
45 Brook Street
[REDACTED]

Barre City Preschool Programs
50 Parkside Terrace
Barre City Elementary and Middle
School
[REDACTED]

St. Monica - St. Michael School
79 Summer Street
[REDACTED]

Jack's Place
14 Nichols Street
[REDACTED]

Play Learn Grow
17 E. Parkside Terrace
Barre, VT 05641
[REDACTED]

Y School Age Program at Barre
City School
[REDACTED]

Senior and Elderly Care Homes and Day Use Programs (*dip.vermont.gov*):

- Barre Area Senior Center, 131 S. Main Street, Suite 4; (802) 479-9512
- Arioli Community Care Home (WCMHS), 15 Arioli Avenue, (802) 479-1439
- Averill Place Care Home, 23 Jones Brothers Way, (802) 622-8122
- Hill Street (Residential Care Home - WCMHS), 201 Hill Street, (802) 479-1477
- Lincoln House Residential Care Home - Granite City Housing, Inc., 120 Hill Street, (802) 476-3283
- Roadhouse (Residential Care Home - WCMHS), 5 Giudici Street, (802) 479-0534
- Barre Gardens for Nursing and Rehabilitation, 378 Prospect Street, (802) 476-4166
- Home Intervention, 13 Kynoch Avenue, (802) 479-1339
- WCMHS Group Home, 285 S. Main Street, (802) 476-1480
- WCMHS Care Home – Rivendell – 127 Bailey Street, (802) 461-2503

6. Shelters

During some emergencies, the EOC will monitor or coordinate support for individuals who are displaced. When multiple locations are available, shelters should be selected based on how individuals can access that location during a variety of disasters, how food and other resources can be provided at that location, and which services (food, generator, etc.) are available on site or within close proximity.

Spontaneous sheltering

Determine the approximate number of people who need sheltering.

Call the state EOC or VEM watch officer at 800-347-0488 and request support. This support may be in the form of a regional shelter.

Track the status of residents who need shelter until their situation stabilizes.

Primary local shelter

This must be a location that your city or town has the authority to open

Location and address:	Barre City Auditorium, 20 Auditorium Hill, Barre, VT
Facility contact(s):	Tom Baker, Facilities Director Office: [REDACTED]
Shelter manager:	American Red Cross, Tess Taylor [REDACTED]
Staff requirements:	American Red Cross or MRC supplies staff (3 personnel)
Services (select all the apply):	<input checked="" type="checkbox"/> Warming center <input checked="" type="checkbox"/> Showers <input checked="" type="checkbox"/> Cooling center <input checked="" type="checkbox"/> Generator <input checked="" type="checkbox"/> Overnight shelter <input checked="" type="checkbox"/> Pets allowed <input checked="" type="checkbox"/> Food preparation
Daytime capacity:	Does not designate
Overnight capacity: (if applicable)	367
Notes:	Warm capacity = 367

Alternate local shelter (if applicable)

Location and address:	Barre City Elementary & Middle School, 50 Parkside Terrace, Barre, VT
Facility contact(s):	Jamie Evans, Facilities Director (802) 476-8119 ext. 2104; [REDACTED]
Shelter manager:	American Red Cross or Jamie Evans
Staff requirements:	American Red Cross supplies staff
Services (select all that apply):	<input checked="" type="checkbox"/> Warming center <input checked="" type="checkbox"/> Showers <input type="checkbox"/> Cooling center <input checked="" type="checkbox"/> Generator <input checked="" type="checkbox"/> Overnight shelter <input type="checkbox"/> Pets allowed <input checked="" type="checkbox"/> Food preparation
Daytime capacity:	Gymnasium: 828 Maximum Cafeteria: 500 Maximum
Overnight capacity:	Does not specify
Notes:	MOU with Red Cross on file

Annexes (Optional, create and letter as needed)

A: High Hazards, Vulnerable Sites & Areas of Concern Lists
B: Barre City Limits Map
C: Barre City Floodplain Map
D: Local Emergency Shelters Map
E: School Locations Map
F: Mass Feeding Locations Map
G: Housing Complex Map (>9 units)
H: Government Buildings Location Map
I: Community Care, Assisted Living & Nursing Homes Map
J: Places of Concern Map
K: Mapped Rivers and Streams Map
L: Tier II Facilities Locations
M: Animal Resources
N: City of Barre Procurement Policy
O: Barre City Heat and Cold Weather Sheltering Plan

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

Contact Information

Position	Name	E-mail		
		Primary	Alternate	
EMD	Keith Cushman	██████████	(802) 476-0254	Firechief@barrecity.org
EM Coordinator	Keith Cushman	██████████	(802) 476-0254	Firechief@barrecity.org
Fire Chief	Keith Cushman	██████████	(802) 476-0254	Firechief@barrecity.org
Deputy Fire Chief	Joseph Aldsworth	██████████	(802) 476-0255	Joseph.aldsworth@vermont.gov
EMS Chief	Keith Cushman	██████████	(802) 476-0254	Firechief@barrecity.org
Chief of Police	Braedon Vail	██████████	(802) 476-6613	Braedon.Vail@vermont.gov
Deputy Police Chief	Larry Eastman	██████████	(802) 476-6613	Larry.eastman@vermont.gov
State Police or County Sheriff	VSP-MSX	(802) 229-9191	911	
Local Dispatch Center	City of Barre	(802) 476-6613	911	
Public Works Director	Brian Baker	██████████	(802) 476-0250	PWDirector@barrecity.org
Road Foreperson	Donnel Dexter	██████████	(802) 479-9298	streetforeman@barrecity.org
Drinking Water Utility	Brian Baker	██████████	(802) 476-0250	PWDirector@barrecity.org
Wastewater Utility	Brian Baker	██████████	(802) 476-0250	PWDirector@barrecity.org
City Manager	Nicolas Storellicastro	██████████	(802) 476-0241	Citymanager@barrecity.org
Mayor	Thomas Lauzon	██████████		T.Lauzon@barrecity.org
Assistant City Manager & Finance Director	Dawn Monahan	██████████	(802) 477-1488	Asstcitymanager@barrecity.org or FinanceDirector@barrecity.org
City Clerk/Treasurer	Cheryl Metivier	-	(802) 476-0242	Clerk@barrecity.org
Human Resources	Jeanne Galiano	██████████	(802) 477-1471	Jeanne.Galaino@barrecity.org
Facilities & Grounds Director	Tom Baker	██████████	(802) 476-0256	Tom.Baker@barrecity.org
Superintendent of Public Works	TJ DeRose	██████████	(802) 476-0250	PWSuper@barrecity.org
Superintendent of Water & Wastewater Treatment	Jake Drown	██████████	(802) 476-0250	WTPChief@barrecity.org
Facilities Dept. Foreperson	Joel Carminati	██████████	-	Joel.Carminati@barrecity.org
Planning, Permitting & Assessing Director	Janet Shatney	██████████	(802) 476-0245	PPADirector@barrecity.org
Forest Fire Warden	Keith Cushman	██████████	(802) 476-0254	Firechief@barrecity.org

Contact Information

City Health Officer	Capt. Nicholas Copping, Fire Marshal	██████████	(802) 477-7833	FireMarshal@barrecity.org
Deputy City Health Officer	Arthur Young	██████████	(802) 477-7833	Arthur.Young@barrecity.org
Animal Control Officer	Braedon Vail	██████████	(802) 476-6613	Braedon.Vail@vermont.gov
School Contact #1	Jamie Evans	██████████	(802) 476-8119	Jevanbsu@buusd.org

Position	Name	E-mail		
		Primary	Alternate	
Spaulding High School - Principal	Denise Maurice	(802) 476-4811		dmaurshs@buusd.org
Spaulding High School – Asst. Principal	Rebecca Busker	(802) 476-4811		rbuskshs@buusd.org
Spaulding High School – Asst. Principal	Mari Goodridge Miller	(802) 476-4811		mmillshs@buusd.org
Barre City Elementary & Middle School - Principal	Brenda Waterhouse	(802) 476-6541		bwatebce@buusd.org
Barre City Elementary School – Asst. Principal	Melissa Greenwood	(802) 476-6541		mgreebce@buusd.org
Barre City Middle School – Asst. Principal	Jennifer Bisson	(802) 476-6541		jbissbce@buusd.org
School District Office – Superintendent	JoAn Canning	(802) 476-5011 ext 1017		jcannbsu@buusd.org
St. Monica-St. Michael School - Principal	Robert “Mike” Alford	(802) 476-5015		Principal@stmonica-stmichael.org

Annex Q: NIMS Adoption

NIMS Adoption Document for The City of Barre, Vermont

DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE BASIS FOR ALL INCIDENT MANAGEMENT IN THE **CITY OF BARRE, VERMONT**

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

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

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

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

NOW, THEREFORE, I, Honorable Mayor Thomas J Lauzon, of the City of Barre, VT, by the virtue of the authority vested in me by the Constitution and Laws of the City of Barre, VT, do hereby establish the National Incident Management System (NIMS) as the City of Barre, VT standard for incident management.

GIVEN under my hand and the Privy Seal of the City of Barre, VT this 20th day of May, in the year Two Thousand and Twenty Five.

BY Honorable Mayor Thomas J. Lauzon

/s/ _____

05/12/25

City of Barre Accounts Payable

Page 1 of 8

04:33 pm

Warrant/Invoice Report # 25-44

Gretchen.Stigall

By check number for check acct 01(GENERAL FUND) and check dates 05/14/25 thru 05/14/25

Vendor

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

01095	A AND L MACHINING INC						
	08829	Equipment Mtce	003-8330-320.0740	EQUIPMENT MAINT	0.00	5,174.38	156553
01142	AFLAC						
	067915	28 Day Bi-Weekly	001-2000-240.0019	AFLAC PAYABLE	0.00	3,588.50	156554
01088	AFSCME COUNCIL 93						
	PR 05142025	PR W/E 5/9/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	266.11	E726
01827	ALDRICH + ELLIOTT PC						
	83026	WWTF Headworks	003-8330-120.0173	PROFESSIONAL SERVICES	0.00	1,389.72	156555
01836	ALLEN NICHOLAS AND CATLIN						
	04162025	Tax Credit Refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	5.94	156556
01060	AMAZON CAPITAL SERVICES						
	16H6GHLJ49LP	Anything ID Ribbon Kit	001-5010-350.1053	OFFICE SUPPLIES	0.00	68.00	156557
	1G1TFCD19F4H	Clasp Envelopes	001-6050-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	52.89	156557
					-----	-----	
					0.00	120.89	
01057	AT&T MOBILITY						
	222X04192025	Cell Ph 3/12-4/11/25	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	1,466.38	156558
	222X04192025	Cell Ph 3/12-4/11/25	001-6045-310.0616	MIFI	0.00	90.36	156558
	519X04192025	Cell Ph 3/12-4/11/25	002-8220-200.0214	TELEPHONE	0.00	176.35	156558
	519X04192025	Cell Ph 3/12-4/11/25	002-8200-200.0214	TELEPHONE	0.00	131.24	156558
	519X04192025	Cell Ph 3/12-4/11/25	019-5040-200.0214	OFFICE/PHONE EXPENSE	0.00	44.50	156558
	519X04192025	Cell Ph 3/12-4/11/25	003-8330-200.0214	TELEPHONE	0.00	113.55	156558
	519X04192025	Cell Ph 3/12-4/11/25	003-8300-200.0214	TELEPHONE	0.00	87.87	156558
	519X04192025	Cell Ph 3/12-4/11/25	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	698.45	156558
					-----	-----	
					0.00	2,808.70	
01835	ATIS ELEVATOR INSPECTIONS LLC						
	IN402756	Annual Inspection	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	200.00	E727
	IN404209	Annual Inspection	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	225.00	E727
					-----	-----	
					0.00	425.00	
23018	AUBUCHON HARDWARE						
	492724	Chainsaw Chain/Sharpen	001-8500-320.0740	EQUIPMENT MAINT	0.00	77.53	156559
	492804	Carbide Blade/Nuts	003-8330-320.0740	EQUIPMENT MAINT	0.00	117.86	156559
					-----	-----	
					0.00	195.39	
03437	BEARCOM						
	5863679	FCC License Filing Fee	001-8050-320.0727	BLDG & GROUNDS MAINT	0.00	208.33	156560
02193	BEN'S UNIFORMS						
	209986	Uniforms	001-6050-340.0940	CLOTHING	0.00	80.00	156561

05/12/25

City of Barre Accounts Payable

Page 2 of 8

04:33 pm

Warrant/Invoice Report # 25-44

Gretchen.Stigall

By check number for check acct 01(GENERAL FUND) and check dates 05/14/25 thru 05/14/25

Vendor

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

02149	BORDEN & REMINGTON CORP						
	315268	Sodium Hypochlorite	003-8330-360.1140	SODIUM HYPOCHLORITE	0.00	7,763.79	156562
03017	BROCHU AND SON CRANE SERVICE LLC						
	1190	Pulled Pipe w/Sprockets	003-8330-320.0740	EQUIPMENT MAINT	0.00	880.00	156563
03124	CENTRAL VERMONT MEDICAL CENTER						
	100077	Fire Dept Physicals	001-6040-230.0511	PHYSICALS	0.00	376.00	156564
	100077	Fire Dept Physicals	001-6050-230.0512	PHYSICALS	0.00	94.00	156564
	18511	Fire Dept Physicals	001-6050-230.0512	PHYSICALS	0.00	330.68	156564
	18511	Fire Dept Physicals	001-6040-230.0511	PHYSICALS	0.00	2,368.06	156564
					-----	-----	
					0.00	3,168.74	
03469	CENTRAL VT REGIONAL PLANNING COMMI						
	03312025	10/1/24-3/31/25	048-6301-320.0749	NBRC - PROSPECT HEIGHTS	0.00	1,516.56	156565
03446	CINTAS CORPORATION NO. 2						
	4229352943	Uniforms	001-8050-340.0940	CLOTHING	0.00	199.34	156566
	4229352943	Uniforms	003-8300-340.0940	CLOTHING	0.00	39.14	156566
	4229352943	Uniforms	001-8050-320.0743	TRUCK MAINT - STS	0.00	35.52	156566
	4229352943	Uniforms	002-8200-340.0940	CLOTHING	0.00	39.14	156566
					-----	-----	
					0.00	313.14	
01215	CORPORATE BILLING LLC						
	122038467:01	Wheel Kit	001-8050-320.0743	TRUCK MAINT - STS	0.00	145.61	156567
04120	DAWES CAROLYN S						
	05072025	TIF Admin 4/7-4/28/25	049-8100-405.4155	TIF INCREMENT AUDIT FEES	0.00	730.00	156568
03997	DENOIAS DRY CLEANERS LLC						
	042525	Dry Cleaning	001-6050-340.0940	CLOTHING	0.00	426.15	156569
04106	DUBOIS & KING INC						
	525008	Main St Stormwater Improv	048-9500-320.0743	HMGP NORTH END-SS	0.00	4,735.00	156570
04138	DURGIN AND CROWELL LUMBER CO INC						
	2025-1379	Safety Fiber	051-0280-360.1165	SEMP VCF TRUST PROJECTS	0.00	2,250.00	156571
05069	EDWARD JONES						
	PR 05142025	PR W/E 5/9/25	001-2000-240.0006	ANNUITY PAYABLE	0.00	100.00	156572
16102	EMPOWER TRUST COMPANY LLC						
	PR 05142025	PR W/E 5/9/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	777.50	E728
	PR 05142025A	PR W/E 5/9/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	844.44	E728
					-----	-----	
					0.00	1,621.94	
05059	ENDYNE INC						
	530227	Weekly Testing	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	175.00	156573

05/12/25

City of Barre Accounts Payable

Page 3 of 8

04:33 pm

Warrant/Invoice Report # 25-44

Gretchen.Stigall

By check number for check acct 01(GENERAL FUND) and check dates 05/14/25 thru 05/14/25

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	530342	WSID 5254 TC	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	125.00	156573
	530710	Weekly Testing	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	140.00	156573
					-----	-----	
					0.00	440.00	
06918 FARM-WAY INC							
	2894561	Clothing-Kosakowski	002-8220-340.0940	CLOTHING	0.00	219.35	156574
	2921798	Clothing - Martel	002-8220-340.0940	CLOTHING	0.00	203.87	156574
					-----	-----	
					0.00	423.22	
06070 FIRST NATIONAL BANK OMAHA							
	2964 050225	Clerk Credit Card	003-8330-350.1060	SMALL TOOLS	0.00	24.99	156575
	2964 050225	Clerk Credit Card	003-8330-130.0180	TRAINING/DEVELOPMENT	0.00	230.00	156575
	2964 050225	Clerk Credit Card	003-8330-350.1060	SMALL TOOLS	0.00	599.99	156575
	2964 050225	Clerk Credit Card	003-8330-130.0180	TRAINING/DEVELOPMENT	0.00	318.00	156575
	2964 050225	Clerk Credit Card	001-5010-130.0184	CITY COUNCIL'S EXPENSES	0.00	19.00	156575
	7816 050225	Manager Credit Card	048-5502-440.1242	VCRD CLIMATE INNOVATION G	0.00	500.00	156575
	7816 050225	Manager Credit Card	048-5502-440.1242	VCRD CLIMATE INNOVATION G	0.00	125.00	156575
	7816 050225	Manager Credit Card	048-5502-440.1242	VCRD CLIMATE INNOVATION G	0.00	625.00	156575
	8294 050225	PD Credit Card	001-6055-130.0182	TRAVEL/MEALS	0.00	102.25	156575
	8294 050225	PD Credit Card	001-6040-350.1054	MEDICAL SUPPLIES	0.00	248.00	156575
	8294 050225	PD Credit Card	001-6050-130.0182	TRAVEL/MEALS	0.00	102.25	156575
					-----	-----	
					0.00	2,894.48	
06105 FIRSTLIGHT FIBER							
	20028651	1391 Telephone Svc	048-8000-320.0762	BOR BANNER EXP	0.00	23.29	156576
	20028651	1391 Telephone Svc	003-8300-200.0214	TELEPHONE	0.00	26.49	156576
	20028651	1391 Telephone Svc	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	3,955.30	156576
	20028651	1391 Telephone Svc	003-8330-200.0214	TELEPHONE	0.00	50.00	156576
	20028651	1391 Telephone Svc	002-8200-200.0214	TELEPHONE	0.00	141.12	156576
					-----	-----	
					0.00	4,196.20	
06934 FREDERICK JAMIE							
	04162025	Tax Credit Refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	5.94	156577
07071 GRANITE CITY TOOL CO OF VT INC							
	512145	Toluene	002-8220-320.0740	EQUIPMENT MAINT	0.00	31.00	156578
07206 GREAT-WEST TRUST COMPANY, LLC							
	PR 05142025	PR W/E 5/9/25	001-2000-240.0006	ANNUITY PAYABLE	0.00	437.20	156579
07006 GREEN MT POWER CORP							
	03964 042825	Pump Station 3/27-4/28	003-8300-200.0210	ELECTRICITY	0.00	214.33	156580
	07890 050225	Cobb Hill Mdws 4/3-5/2/25	002-8200-200.0210	ELECTRICITY - COBBLE HILL	0.00	218.75	156580
	28313 042825	Maple/Merchnt 3/27-4/28	001-6060-200.0210	ELECTRICITY	0.00	35.36	156580
	30386 043025	Richardson Rd 3/31-4/30	002-8200-200.0211	ELECTRICITY - RICH RD POL	0.00	30.02	156580

05/12/25

City of Barre Accounts Payable

Page 4 of 8

04:33 pm

Warrant/Invoice Report # 25-44

Gretchen.Stigall

By check number for check acct 01(GENERAL FUND) and check dates 05/14/25 thru 05/14/25

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	69716	042525 W Hill Tank 3/26-4/25	002-8200-200.0208	ELECTRICITY-BAILEY STREET	0.00	29.57	156580
	80586	043025 Main St Lights 4/30/25	001-6060-200.0210	ELECTRICITY	0.00	13,479.70	156580
	93423	050225 Cob Ctrl Vault 4/3-5/2/25	002-8200-200.0209	ELECTRICITY - W CBL HL VA	0.00	45.83	156580
					0.00	14,053.56	
07003	GUSTIN AMANDA						
	05062025	Flood Events Supplies	048-5502-440.1242	VCRD CLIMATE INNOVATION G	0.00	438.39	156581
07008	GUYS REPAIR SHOP LLC						
	39283	Wheel	001-7020-470.1270	MACHINES/EQUIPMENT OUTLAY	0.00	20.00	156582
	39320-25	Oil	002-8200-350.1060	SMALL TOOLS	0.00	47.98	156582
	39345	Coil	001-8050-350.1060	SMALL TOOLS	0.00	18.99	156582
					0.00	86.97	
08001	HACH CO						
	14383786	Chemistry Tests	002-8220-320.0737	LAB MAINT	0.00	946.90	156583
	14477007	Chlorine Test	002-8220-320.0737	LAB MAINT	0.00	591.94	156583
					0.00	1,538.84	
08060	HASTINGS CLARK						
	05022025	Reimb - Glasses	001-7030-340.0944	GLASSES	0.00	380.00	156584
20097	IAFF LOCAL #881						
	PR 05142025	PR W/E 5/9/25	001-2000-240.0007	UNION DUES PAYABLE	0.00	340.00	E731
10061	KIMBALL MIDWEST						
	103252756	Paint/Clamp/Drill Bits	001-8050-350.1061	SUPPLIES - GARAGE	0.00	330.93	156585
12097	LAUZON THOMAS						
	04302025	Refund-Dup Recording Doc	048-4110-411.4109	RESTORATION OF RECORDS	0.00	4.00	156586
	04302025	Refund-Dup Recording Doc	001-4030-430.4042	RECORDING FEES	0.00	11.00	156586
					0.00	15.00	
12054	LAWSON PRODUCTS INC						
	9312444650	Hex Caps/Nuts	001-8050-350.1061	SUPPLIES - GARAGE	0.00	194.67	156587
12009	LOWELL MCLEODS INC						
	S86499	Bolt/Nut	003-8330-320.0740	EQUIPMENT MAINT	0.00	6.12	156588
	S86512	King Pin Cap	001-8050-320.0743	TRUCK MAINT - STS	0.00	50.57	156588
					0.00	56.69	
13981	MACBRIDE SHARON AND MARY						
	04212025	Tax Credit Refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	144.64	156589
13973	MAGGIE LENZ						
	05082025	Mthly Retainer - Lobbying	001-5010-120.0171	PROFESSIONAL SERVICES	0.00	1,000.00	156590

05/12/25

City of Barre Accounts Payable

Page 5 of 8

04:33 pm

Warrant/Invoice Report # 25-44

Gretchen.Stigall

By check number for check acct 01(GENERAL FUND) and check dates 05/14/25 thru 05/14/25

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
13068 MAIN STREET LAW LLP							
	70864	Prof Svcs - Employment	001-5030-120.0173	PROF SERVICES - LABOR	0.00	907.50	156591
	70865	Prof Svcs - Police	001-5030-230.0517	CONTRACT NEGOTIATIONS	0.00	110.00	156591
	70866	Prof Svcs - Police	001-5030-120.0173	PROF SERVICES - LABOR	0.00	1,650.00	156591
					-----	-----	
					0.00	2,667.50	
13094 MALTZ SALES CO INC							
	111479	Peristaltic Pump	002-8220-320.0741	PUMP/BLOWER MAINT/UPGRADE	0.00	3,548.69	156592
13088 MCMMASTER-CARR							
	44239679	Hose Wash Gun	002-8220-320.0727	BLDG & GROUNDS MAINT	0.00	78.50	156593
	44339447	PVC Pipe Fittings	002-8200-320.0749	VAULT MAINTENANCE	0.00	279.13	156593
	44455460	Stainless Steel Anchor	002-8220-320.0740	EQUIPMENT MAINT	0.00	486.01	156593
	44728692	PVC Pipe Fitting	002-8220-320.0740	EQUIPMENT MAINT	0.00	90.51	156593
	45033909	PVC Sheet	002-8220-320.0740	EQUIPMENT MAINT	0.00	325.81	156593
					-----	-----	
					0.00	1,259.96	
14016 NELSON ACE HARDWARE							
	296017	Bolt/Nut Lock/Washers	003-8330-320.0740	EQUIPMENT MAINT	0.00	119.07	156594
	296042	Hose/Shutoff/Swivel	002-8220-320.0740	EQUIPMENT MAINT	0.00	74.67	156594
	296073	Marking Paint/Spike Nails	001-7015-320.0721	FIELD MAINTENANCE	0.00	34.08	156594
	296204	Anchors	001-6043-350.1050	BLDG/GROUND SUPPLIES	0.00	10.42	156594
	296221	Pliers	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	23.38	156594
	296337	Socket/Adaptor	002-8220-350.1060	SMALL TOOLS	0.00	32.82	156594
	296343	Carriage Bolts	001-7015-320.0730	BUILDINGS MAINT	0.00	32.39	156594
	296367	Shovel	001-8050-350.1060	SMALL TOOLS	0.00	59.38	156594
	296382	LED Bulbs	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	25.18	156594
	296408	Misc Hardware	003-8330-320.0727	BLDG & GROUNDS MAINT	0.00	31.47	156594
	296545	Brick Joint	003-8300-320.0750	MAIN LINE MAINT	0.00	8.99	156594
	296590	Phone Charger	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	17.99	156594
	K96293	Diesel Can	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	18.52	156594
	K96293	Diesel Can	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	18.52	156594
					-----	-----	
					0.00	506.88	
14158 NEW ENGLAND TRUCK TIRE CTR INC							
	250171705009	Hot Box Tires	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	1,033.96	156596
	250171771009	Flat Repair	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	345.66	156596
					-----	-----	
					0.00	1,379.62	
14055 NORWAY & SONS INC							
	19927	Install LED Kits	001-7020-320.0729	ANNEX MAINT	0.00	264.44	156597
	19930	Install 2 Street Lights	001-8050-360.1191	STREET LIGHT MAINTENANCE	0.00	16,568.37	156597
					-----	-----	
					0.00	16,832.81	
14059 NOVUS BECKLEY HILL SOLAR LLC							
	91	Est Monthly Generation	002-8220-200.0212	BECKLEY HILL SOLAR PROJ	0.00	6,042.00	156598

05/12/25

City of Barre Accounts Payable

Page 6 of 8

04:33 pm

Warrant/Invoice Report # 25-44

Gretchen.Stigall

By check number for check acct 01(GENERAL FUND) and check dates 05/14/25 thru 05/14/25

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
15020 O'REILLY AUTOMOTIVE INC							
	5666-394794	Fuel Injection Harness	002-8200-320.0743	TRUCK MAINT	0.00	311.38	156599
	5666-394962	Brake Shoes	001-8050-320.0743	TRUCK MAINT - STS	0.00	124.49	156599
					0.00	435.87	
16132 PACKARD FUELS INC							
	177886	#2 Fuel Oil	001-8050-330.0829	FUEL OIL - GARAGE	0.00	118.68	156600
	177887	#2 Fuel Oil	003-8330-330.0825	FUEL OIL	0.00	125.13	156600
	177889	#2 Fuel Oil	001-8050-330.0829	FUEL OIL - GARAGE	0.00	24.25	156600
	177991	# 2 Fuel Oil	001-8050-330.0829	FUEL OIL - GARAGE	0.00	11.93	156600
	177992	#2 Fuel Oil	003-8330-330.0825	FUEL OIL	0.00	115.32	156600
					0.00	395.31	
16077 PERSHING LLC							
	PR 05142025	PR W/E 5/9/25	001-2000-240.0006	ANNUITY PAYABLE	0.00	45.00	156601
16096 PETTINELLI & ASSOCIATES INC							
	881781	Replacement Slide	050-5200-370.1166	PLAYGROUND EQUIPMENT	0.00	4,321.20	156602
	881781	Replacement Slide	001-7050-320.0721	PLAYGROUND MAINT	0.00	1,662.48	156602
					0.00	5,983.68	
16146 POULIOT BROOKE							
	04232025	Phone Stipend	001-5010-200.0214	TELEPHONE & INTERNET FEES	0.00	50.00	E729
16301 PUTNEYS GARAGE							
	01312025	PD Impound 1/25	001-6050-360.1161	INVESTIGATIONS MATERIALS	0.00	625.00	156603
	01312025A	Winter Pkg Ban 1/25	001-6045-220.0410	TOWING FEES	0.00	3,250.00	156603
	02282025	Winter Pkg Ban 2/25	001-6045-220.0410	TOWING FEES	0.00	5,250.00	156603
	03312025	Winter Pkg Ban 3/25	001-6045-220.0410	TOWING FEES	0.00	250.00	156603
	12312024	Winter Pkg Ban 12/24	001-6045-220.0410	TOWING FEES	0.00	3,500.00	156603
					0.00	12,875.00	
17010 QUADIENT FINANCE USA INC							
	5327 050425	Postage	001-5010-360.1163	POSTAGE FOR METER	0.00	4,000.00	E730
18148 R K MILES							
	95908/7	Lumber	001-7015-320.0721	FIELD MAINTENANCE	0.00	11.28	156604
18250 REM Construction LLC							
	2783	Water Main Repair	002-8200-320.0750	MAIN LINE MAINT	0.00	11,900.00	156605
19418 SANEL NAPA - BARRE							
	413973	Oil Filter	002-8200-320.0743	TRUCK MAINT	0.00	2.01	156606
	413974	Air Filters	002-8200-320.0743	TRUCK MAINT	0.00	32.72	156606

05/12/25

City of Barre Accounts Payable

Page 7 of 8

04:33 pm

Warrant/Invoice Report # 25-44

Gretchen.Stigall

By check number for check acct 01(GENERAL FUND) and check dates 05/14/25 thru 05/14/25

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	413975	Oil Filter	001-8050-330.0837	VEHICLE GREASE/OIL	0.00	13.32	156606
	414026	Scraper	003-8330-320.0740	EQUIPMENT MAINT	0.00	11.43	156606
	414040	Mount	001-8050-320.0743	TRUCK MAINT - STS	0.00	4.36	156606
	414118	Intake Valve & Turbo	001-6050-320.0720	VEHICLE MAINTENANCE	0.00	14.43	156606
					0.00	78.27	
19061	SCHWAAB INC						
	4772442	Self-Inking Stamp	001-7015-320.0730	BUILDINGS MAINT	0.00	49.00	156607
19465	SLR INTERNATIONAL CORPORATION						
	10013846	Prof Svcs 3/15-4/18/25	019-5010-130.0189	HYDROLOGY STUDY	0.00	43,503.00	156608
19431	SP & F ATTORNEYS PC						
	91663	Legal Svcs thru 3/31/25	001-5030-120.0170	PROF SERVICES - CITY ATT	0.00	825.30	156609
19211	SULLIVAN POWERS & CO						
	134531	Financial Stmts/Prog Bill	001-5050-120.0171	CONSULTANT FEES	0.00	770.00	156610
	134531	Financial Stmts/Prog Bill	049-8100-405.4155	TIF INCREMENT AUDIT FEES	0.00	468.00	156610
					0.00	1,238.00	
20050	TEXAS REFINERY CORP						
	297180	Chassis Grease	001-8050-320.0743	TRUCK MAINT - STS	0.00	322.60	156611
	297180	Chassis Grease	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	322.60	156611
					0.00	645.20	
20005	TOWN OF BARRE						
	05062025	Recording of BT Prop Line	048-4110-411.4109	RESTORATION OF RECORDS	0.00	32.00	156612
	05062025	Recording of BT Prop Line	001-4030-430.4042	RECORDING FEES	0.00	88.00	156612
					0.00	120.00	
22250	VISUAL EDGE IT INC						
	24AR2442714	CAD Paper	001-5010-360.1172	CH PRINTERS EXPENSE	0.00	882.37	156613
23450	WHITE + BURKE REAL ESTATE ADVISORS						
	14655	Barre TIF - Econ Dev	050-5830-360.1161	2020 \$1.7M BOND EXP DPW I	0.00	186.75	156614
	14656	Seminary St Proj	050-5830-360.1161	2020 \$1.7M BOND EXP DPW I	0.00	3,001.50	156614
					0.00	3,188.25	
23192	WIND RIVER ENVIRONMENTAL LLC						
	I48888	Portable Toilet	001-9130-360.1209	HOMELESSNESS SUPPORT	0.00	128.00	156615
24502	WRIGHT-PIERCE						
	0000243739	20-Yr Collection Eval	003-8330-120.0173	PROFESSIONAL SERVICES	0.00	4,303.46	156616

05/12/25

City of Barre Accounts Payable

Page 8 of 8

04:33 pm

Warrant/Invoice Report # 25-44

Gretchen.Stigall

By check number for check acct 01(GENERAL FUND) and check dates 05/14/25 thru 05/14/25

Vendor

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

Report Total

187,816.07

=====

To the Treasurer of City of Barre, We Hereby certify
that there is due to the several persons whose names are
listed hereon the sum against each name and that there
are good and sufficient vouchers supporting the payments
aggregating \$ ***187,816.07
Let this be your order for the payments of these amounts.

Client ID: 22BA
Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:

5/14/2025

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
1	Abare, Lance R.	1,247.61	81.61	77.35	18.10	28.32	0.00	77.35	18.10
3	Aldsworth, Joseph G.	1,851.20	175.42	99.66	23.30	61.36	0.00	99.66	23.30
4	Amaral, Anthony C.	250.95	0.00	15.56	3.64	0.00	0.00	15.56	3.64
216	Arnold, Sarah	1,193.20	90.15	70.52	16.49	31.26	0.00	70.52	16.49
163	Baker, Brian L	2,096.80	210.77	125.60	29.38	102.07	0.00	125.60	29.38
206	Baker, Tom M	1,682.69	93.78	100.96	23.61	58.97	0.00	100.96	23.61
6	Baril, James A.	2,041.79	222.40	112.43	26.29	68.46	0.00	112.43	26.29
7	Benjamin, Kenneth S.	1,210.00	117.20	73.01	17.08	36.90	0.00	73.01	17.08
8	Bennington, William A.	1,678.20	153.87	100.78	23.57	52.08	0.00	100.78	23.57
9	Benson, Nicholas J.	1,379.28	130.81	81.89	19.16	40.98	0.00	81.89	19.16
11	Blackshaw, Brook W.	2,751.27	350.84	163.67	38.28	110.89	0.00	163.67	38.28
204	Blouin, Trevor J	1,202.36	49.64	70.91	16.58	24.94	0.00	70.91	16.58
14	Bramman, Kathryn H.	1,232.80	123.19	75.04	17.55	37.42	0.00	75.04	17.55
155	Brault, Marcel T	1,317.12	131.56	81.66	19.10	34.48	0.00	81.66	19.10
17	Brown, Anderson C.	2,169.31	318.00	133.36	31.19	118.58	0.00	133.36	31.19
19	Bullard, Don A.	1,394.40	184.88	86.45	20.22	58.30	0.00	86.45	20.22
21	Carminati Jr., Joel F.	1,110.40	33.97	64.33	15.04	23.32	0.00	64.33	15.04
22	Cetin, Matthew J.	1,716.00	106.01	95.67	22.37	35.78	0.00	95.67	22.37
23	Charbonneau, Michael J.	1,783.03	166.86	96.94	22.67	51.79	0.00	96.94	22.67
25	Clark, Kailyn C.	1,148.00	82.72	71.17	16.65	31.57	0.00	71.17	16.65
26	Collins, April M.	972.40	66.45	58.44	13.67	27.03	0.00	58.44	13.67
27	Copping, Nicholas R.	1,603.56	148.33	88.43	20.68	46.23	0.00	88.43	20.68
28	Cruger, Eric J.	1,583.30	153.22	89.66	20.97	47.70	0.00	89.66	20.97
29	Cushman, Brian K.	2,132.40	153.64	121.50	28.41	49.08	0.00	121.50	28.41
33	Degreenia, Catherine I	1,437.60	146.27	79.19	18.52	45.02	0.00	79.19	18.52
34	Demell, William M.	1,306.80	115.48	72.91	17.05	36.38	0.00	72.91	17.05
173	DeRose, TJ T	1,431.20	155.52	86.42	20.21	55.39	0.00	86.42	20.21
35	Dexter, Donnel A.	1,528.40	179.47	85.77	20.06	55.58	0.00	85.77	20.06
36	Dodge, Shawn M.	1,135.60	96.53	66.87	15.64	31.24	0.00	66.87	15.64
38	Drown, Jacob D.	1,880.00	197.66	104.30	24.40	61.03	0.00	104.30	24.40
39	Durgin, Steven J.	1,613.60	112.89	88.52	20.70	35.60	0.00	88.52	20.70
40	Eastman Jr., Larry E.	1,980.00	214.28	111.35	26.04	66.02	0.00	111.35	26.04
215	Elrick, Christopher	1,128.40	80.63	69.97	16.36	30.99	0.00	69.97	16.36
42	Farnham, Brian D.	1,776.56	199.53	107.14	25.06	61.59	0.00	107.14	25.06
43	Fecher, Jesse T.	1,868.32	185.67	114.20	26.70	68.35	0.00	114.20	26.70
44	Fleury, Jason R.	1,969.33	225.50	109.45	25.59	69.39	0.00	109.45	25.59
189	Forsell, Christopher A	1,370.16	45.19	73.55	17.20	27.07	0.00	73.55	17.20
45	Frey, Jacob D.	2,731.23	375.64	159.68	37.35	106.79	0.00	159.68	37.35
203	Frey, Matthew J	1,191.27	87.31	73.86	17.27	33.85	0.00	73.86	17.27
205	Galiano, Jeanne M	1,634.62	144.50	97.82	22.88	56.00	0.00	97.82	22.88

Client ID: 22BA
Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:

5/14/2025

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
46	Gaylord, Amos R.	1,637.94	170.56	94.94	22.20	52.90	0.00	94.94	22.20
47	Gilbert, David P.	1,871.27	176.02	113.77	26.61	56.46	0.00	113.77	26.61
49	Guyette, Brandon L.	1,746.62	185.59	104.66	24.48	68.33	0.00	104.66	24.48
50	Hastings III, Clark H.	1,152.66	100.25	66.35	15.51	30.93	0.00	66.35	15.51
156	Hayden, Gregory William	1,149.12	98.06	68.85	16.11	26.90	0.00	68.85	16.11
52	Hedin, Laura T.	1,435.60	127.75	83.22	19.46	38.79	0.00	83.22	19.46
54	Herring, Jamie L.	1,222.80	95.48	74.42	17.41	38.35	0.00	74.42	17.41
55	Hoar, Brian W.	2,112.72	99.66	117.54	27.49	42.32	0.00	117.54	27.49
188	Hood, James R	1,400.80	92.07	83.31	19.49	29.32	0.00	83.31	19.49
56	Houle, Jonathan S.	2,118.61	279.14	130.21	30.45	85.48	0.00	130.21	30.45
167	Isabelle, Pierre D	640.00	82.44	39.68	9.28	48.98	0.00	39.68	9.28
59	Kelly Jr, Joseph E.	1,453.86	61.58	78.07	18.26	21.44	0.00	78.07	18.26
184	Kirby, Kristopher J	1,100.00	24.39	58.73	13.74	20.10	0.00	58.73	13.74
201	Knudsen, Alexander M	1,108.80	78.52	65.20	15.25	30.40	0.00	65.20	15.25
61	Kosakowski, Joshua D.	1,676.38	206.29	99.95	23.38	63.62	0.00	99.95	23.38
174	Kuras, Sarah V	1,680.51	185.92	99.57	23.29	57.51	0.00	99.57	23.29
165	LaBarge-Burke, Michelle J	1,102.40	72.17	65.41	15.30	28.63	0.00	65.41	15.30
62	Lane, Zebulyn M.	1,871.45	254.54	114.33	26.74	78.10	0.00	114.33	26.74
172	Larrabee, David M	1,015.60	78.95	54.81	12.82	24.98	0.00	54.81	12.82
217	LePage, Jesse C	1,439.47	122.66	85.71	20.05	49.45	0.00	85.71	20.05
64	Lowe, Robert L.	2,423.26	223.22	138.61	32.42	71.39	0.00	138.61	32.42
208	Lynch, Nancy T	3,651.45	276.94	222.75	52.10	99.34	0.00	222.75	52.10
65	Machia, Delphia L.	1,086.40	102.74	66.72	15.60	27.39	0.00	66.72	15.60
218	Madison, Michael M	794.00	50.00	49.23	11.52	22.44	0.00	49.23	11.52
67	Mahoney, Brandyn A.	800.00	56.80	49.60	11.60	24.34	0.00	49.60	11.60
68	Maloney, Jason F.	1,392.80	103.56	78.63	18.39	35.10	0.00	78.63	18.39
70	Martel, Joell J.	1,575.76	158.59	86.74	20.29	49.31	0.00	86.74	20.29
171	Martineau, Brenda J	1,094.40	92.83	62.29	14.57	28.85	0.00	62.29	14.57
73	Metivier, Cheryl A.	1,231.20	108.96	70.77	16.55	34.42	0.00	70.77	16.55
75	Monahan, Dawn M.	2,294.00	173.21	130.97	30.63	55.89	0.00	130.97	30.63
77	Morris, Scott D.	1,414.66	165.12	87.71	20.52	66.69	0.00	87.71	20.52
78	Morrison, Camden A.	2,210.00	287.85	132.07	30.88	88.09	0.00	132.07	30.88
79	Morse, Bradley P.	157.50	0.00	9.77	2.28	2.81	0.00	9.77	2.28
164	Murphy, Michael T	1,076.40	101.58	66.73	15.60	31.30	0.00	66.73	15.60
82	Noack, Rodney	1,130.80	90.11	66.12	15.46	30.84	0.00	66.12	15.46
152	Pike, Roxanne L	869.20	80.41	52.50	12.28	32.55	0.00	52.50	12.28
183	Placey-Noyes, Tyler C	1,116.40	72.64	62.20	14.54	28.76	0.00	62.20	14.54
88	Poirier, Holden R.	1,878.15	235.88	115.06	26.91	72.50	0.00	115.06	26.91
89	Pouliot, Brooke L.	1,201.20	86.32	74.47	17.42	30.28	0.00	74.47	17.42
90	Pretty, Alyssa A.	1,126.80	80.46	69.86	16.34	30.94	0.00	69.86	16.34

Client ID: 22BA
Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:

5/14/2025

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
91	Protzman, Todd A.	287.50	8.17	17.82	4.17	3.75	0.00	17.82	4.17
93	Pullman, David L.	976.40	77.72	59.15	13.83	23.99	0.00	59.15	13.83
192	Rawson, Joseph A	1,023.60	103.95	59.92	14.02	27.73	0.00	59.92	14.02
212	Rea, Cara L	984.00	63.85	57.13	13.37	26.31	0.00	57.13	13.37
95	Reale, Michael R.	1,712.46	208.53	106.17	24.83	64.30	0.00	106.17	24.83
97	Rivard, Sylvie R	1,108.40	94.40	63.15	14.77	29.29	0.00	63.15	14.77
99	Rubalcaba, David T.	3,109.70	484.23	190.44	44.54	146.77	0.00	190.44	44.54
100	Russell, Paula L.	2,993.97	114.13	177.11	41.42	61.98	0.00	177.11	41.42
101	Ryan, Patty L.	1,889.52	216.62	117.15	27.40	84.64	0.00	117.15	27.40
214	Sabens, Christopher S	926.00	49.82	49.65	11.61	22.39	0.00	49.65	11.61
103	Seaver, Debbie L.	1,176.40	132.22	60.23	14.08	45.08	0.00	60.23	14.08
104	Shatney, Janet E.	1,670.00	113.15	95.31	22.29	37.13	0.00	95.31	22.29
202	Sheltra, Kimberly A	1,050.00	95.61	65.10	15.23	25.54	0.00	65.10	15.23
105	Smith, Clint P.	1,226.80	107.16	70.49	16.49	32.59	0.00	70.49	16.49
151	Smith, Michael P	1,080.80	52.00	61.44	14.37	19.58	0.00	61.44	14.37
107	Stacey, Chad A.	131.45	0.84	8.15	1.90	1.94	0.00	8.15	1.90
185	Stanley, Gavin P	1,055.82	74.32	62.82	14.70	29.23	0.00	62.82	14.70
193	Stigall, Gretchen	1,126.80	96.84	64.41	15.06	29.93	0.00	64.41	15.06
148	Storellicastro, Nicolas R	2,525.68	223.79	156.59	36.62	70.42	0.00	156.59	36.62
110	Strassberger, Kirk E.	1,334.23	73.81	72.77	17.02	26.79	0.00	72.77	17.02
187	Taylor, Therese M	1,248.00	86.30	73.74	17.25	33.29	0.00	73.74	17.25
112	Tillinghast, Zachary M.	1,589.85	132.48	88.55	20.71	41.48	0.00	88.55	20.71
113	Tucker, Randall L.	2,261.97	257.20	128.94	30.15	77.62	0.00	128.94	30.15
114	Tucker, Russell W.	1,392.80	120.54	77.35	18.09	33.35	0.00	77.35	18.09
115	Vail, Braedon S.	2,227.20	228.59	137.61	32.18	85.14	0.00	137.61	32.18
180	Webster, James P	1,121.20	83.06	62.44	14.60	38.88	0.00	62.44	14.60
186	Young, Arthur D	1,352.00	56.87	75.23	17.59	30.37	0.00	75.23	17.59
REPORT TOTAL		158,774.70	14,402.85	9,306.38	2,176.54	4,923.53	0.00	9,306.38	2,176.54



MEMORANDUM

To: Barre City Council

From: Stephanie Clarke, White + Burke Real Estate Advisors

Date: May 16, 2025

Re: Barre TIF – Stevens Branch Apartments – Substantial Change Request

On behalf of the Stevens Branch Apartments Team, I am excited to present you with a new TIF project to support the construction of affordable housing on Seminary Street. The following materials are the basis for the infrastructure work the City is proposing to provide and the Substantial Change Request required to get VEPC approval for the use of TIF:

- 1) **Development Agreement** – Legal agreement to be signed by City Council and private partner, Downstreet Housing & Community Development.
 - a. *Please note that Exhibit B-2 is being refined at the writing of this memo and will be provided at the meeting on 5/20/25 and added to the final Development Agreement provided to Councilors before the next meeting on June 3.*
- 2) **Option to Purchase** – Legal agreement to be signed between City and Downstreet Housing & Community Development.
- 3) **Barre Stevens Branch Apts -- Infrastructure Scope** – Budget of City public infrastructure components, updated with contingencies 5/14/25.
- 4) **Financial Workbook** – Barre TIF – Financial Workbook, updated 05/14/25.
- 5) **Substantial Change Request Letter to VEPC** – to be signed by Mayor Thom Lauzon and City Manager Nicolas Storellicastro.

At your meeting on Tuesday, May 20, I will walk you through the components of this public-private partnership. The goal is: affordable housing in downtown Barre. The way

to get there: support them with public infrastructure without adding a cost to the City's taxpayers.

We will show you the housing plans that were approved by the DRB, explain the proposed scope of infrastructure needed, give an overview of the TIF District financials, and explain the structure of the Development Agreement and Option Agreement with the private partner.

Because this is a Substantial Change to the TIF District, we will explain what is different about this project from the original application in 2012 and how it conforms to the TIF requirements and the City's original District intent.

Following this meeting, we are happy to answer Councilors' specific questions that may arise.

At the City Council meeting on June 3, there will be a Public Hearing component (to comply with TIF rules) and we will be asking for City Council's approval of the Development Agreement, Option Agreement, and the Financing Plan, as well as authorization to submit the Substantial Change request to the Vermont Economic Progress Council (VEPC).

Should that approval be granted, we will submit materials to VEPC by June 6 to be heard at their meeting in July (and in August, if a second meeting is needed). It is our hope to get VEPC approval and have a City-wide vote in the fall to be ready to break ground in Spring 2026.

I look forward to getting into the details of this project, and to advancing this important public-private partnership with you.

Development Agreement

Barre City – Stevens Branch Apartments

This Development Agreement (“Agreement”) is entered into as of _____, 2025 (the “Effective Date”) by and between **Barre City**, a Vermont municipal corporation (the “City”) and **Downstreet Housing and Community Development, Inc.**, a Vermont non-profit corporation with a place of business in Barre, Vermont (“DHCD”). The City and DHCD are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Background

- A. The City owns certain real property described on **Exhibit A** attached hereto (the “Property”). The Property is located in the Barre City Downtown TIF District (the “TIF District”) established pursuant to 24 V.S.A. § 1891, et seq (the “TIF Statute”). The Property is currently improved and utilized as a public parking lot.
- B. The City desires that the Property be redeveloped as privately owned affordable housing as defined in 24 V.S.A. § 4303. In order to facilitate such redevelopment, the City is willing to enter into certain agreements whereby the City would (i) transfer the Property to a qualified developer for nominal consideration and (ii) construct certain public infrastructure improvements to serve the Property, in each event subject to all approvals as are required by Applicable Law (as defined in Section 1(b) below). The City recognizes the economic barriers to redeveloping the Property as affordable housing project and that the City’s redevelopment objectives for the Property will not be realized but for such participation by the City.
- C. In February 2024, the City issued a request for proposals from private developers to redevelop the Property as an affordable housing project.
- D. DHCD, together with its development partner, Evernorth, Inc., are experienced Vermont developers with particular experience developing and operating affordable housing projects in Vermont. DHCD, through its general contractor, responded to the City’s request for proposals, and a non-binding letter of intent to pursue discussions in furtherance of the redevelopment of the Property as an affordable housing project followed.
- E. The City and DHCD are parties to that certain Option to Purchase (the “Option Agreement”) dated as of the Effective Date of this Agreement, whereby the City has granted to DHCD the exclusive option to purchase the Property, subject to the terms and conditions of the Option Agreement.
- F. The Parties now desire to enter into this Agreement to set forth their respective roles, rights, and obligations in connection with the redevelopment of the Property as an affordable housing project and the construction of certain public infrastructure to support such project.

NOW THEREFORE, in consideration of the covenants, considerations, and mutual benefits set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and DHCD agree as follows:

1. The Affordable Housing Project.

a. Scope. With the consent of the City as the owner of the Property, DHCD, through its general contractor, submitted to, and on November 18, 2024 received approval from, the Barre Development Review Board (the “DRB”) for construction of a five-story, multiple family residential building containing 31 dwelling units (the “Building”). The DRB’s approval is reflected in DRB Zoning Permit # Z24-000070 (the “DRB Approval”), which approval is now final. The deed from the City to DHCD granted at closing under the Option Agreement (“Closing”), will include a deed restriction, in favor of the City, that the Property will be developed and used for “affordable housing” as such term is defined in 24 V.S.A. § 4303, as the same may be amended or superseded from time to time by applicable Vermont legislation. The Parties acknowledge and agree that at or following Closing, DHCD will grant certain covenants made in connection with DHCD’s financing of the construction of the Building, which covenants, among other things, will restrict the rental (or sale) of the units within the Building to affordable rents (or sales prices) such that the Building will meet the definition of “affordable housing” under 24 V.S.A. § 4303. Together, the Building and its use as “affordable housing” are referred to in this Agreement as the “Affordable Housing Project”.

b. Further Approvals. Subject in all respects to Section 3 below, DHCD, at its sole cost and expense, will use good faith, reasonably diligent efforts to obtain all permits and approvals as are required by Applicable Law (i) to allow for the construction, use, and operation of the Affordable Housing Project in conformance with the DRB Approval, and (ii) to implement a Corrective Action Plan (the “CAP”) to allow residential use of the Property. Together, the DRB Approval and all such other Building-related permits and approvals are referred to in this Agreement as the “Building Approvals”, and the approval of the CAP is referred to in this Agreement as the “CAP Approval”. As used in this Agreement the term “Applicable Law” means the DRB Approval and any federal, state, or local law, ordinance, regulation, policy, or other requirement, including those relating to hazardous materials or environmental protection, affecting, as applicable, the Affordable Housing Project or the design, development, and construction of the Building and the Public Improvements (as defined in Section 2(a) below). The City will cooperate with DHCD as reasonably required to obtain the Building Approvals and the CAP Approval by, for example, providing owner consents to DHCD applications and submissions. DHCD will keep the City regularly apprised of DHCD’s progress toward obtaining the Building Approvals and the CAP Approval. The Parties acknowledge and agree that the DHCD’s financing for the Building is intended to include federal funding and therefore the environmental effects of the Building must comply with the provisions of the National Environmental Policy Act of 1969 and HUD regulations at 24 CFR Part 58, which include the completion of an environmental review. The completion of such environmental review is considered a Building Approval for purposes of this Agreement.

c. Construction Documents. Subject in all respects to Section 3 below, DHCD, at its sole cost and expense, will prepare final construction documents for the Building and the CAP in conformance with the Building Approvals, the CAP Approval, and Applicable Law (the

“Building Construction Documents”).

d. [Intentionally Deleted]

e. Construction. Subject in all respects to Section 3 below, and following the Closing, DHCD, at its sole cost and expense, will commence and thereafter diligently pursue completion of construction of the Building and the implementation of the CAP, all in conformance with the Building Approvals, the CAP Approval, the Building Construction Documents, and Applicable Law.

2. The Public Improvements.

a. Scope. The “Public Improvements”, as such term is used in this Agreement, means the improvements, including the cost of the CAP up to the amount shown in the PI Budget (as defined below), and other work set forth on **Exhibit B-1** and shown on **Exhibit B-2** each attached hereto. The current budget for the Public Improvements (the “PI Budget”) is also set forth on **Exhibit B-1** attached hereto.

b. Approvals. Subject in all respects to Section 3 below, the City, at its sole cost and expense, will use good faith, reasonably diligent efforts to obtain all permits and approvals as are required by Applicable Law to allow for the construction, use, and operation of the Public Improvements (the “PI Approvals”) exclusive of the CAP (which is a DHCD obligation as provided in Section 1(b) above, subject to the City reimbursement provisions described below in Section 3(n) and 3(p)). DHCD will cooperate with the City as reasonably required to obtain the PI Approvals, and the City will keep DHCD regularly apprised of the City’s progress toward obtaining the PI Approvals.

c. Construction Documents. Subject in all respects to Section 3 below, the City, at its sole cost and expense, will prepare final construction documents for the Public Improvements (exclusive of the CAP) in conformance with the PI Approvals and Applicable Law (the “PI Construction Documents”). In order to best coordinate the design of the Public Improvements with the design of the Building, the City intends to contract for the preparation of the PI Construction Documents with the same consultant(s) that DHCD contracts with to prepare the Building Construction Documents, provided that the City otherwise approves (in its sole discretion) the terms and conditions of such consultant(s) proposals for services. DHCD hereby authorizes the City to utilize the work product of DHCD and its consultants and contractors in the preparation of the PI Construction Documents, and DHCD will accordingly so direct its consultants and contractors.

d. Changes. If changes to the scope of the Public Improvements are identified through the design process (of either the Public Improvements or the Building), the Parties will reasonably cooperate to effectuate necessary changes to the PI Construction Documents and the PI Budget, provided that the City is authorized to approve or disapprove (in its sole discretion) any changes that would increase the PI Budget.

e. Construction. Subject in all respects to Section 3 below, and following the Closing, the City, at its sole cost and expense, will cause the Public Improvements (exclusive of

the CAP) to be constructed and installed in conformance with the PI Approvals, the PI Construction Documents, and Applicable Law, including in conformance with the City's Procurement Policy adopted July 11, 2008 as most recently revised from time to time – currently through September 12, 2023 (the "City Procurement Policy").

f. Financing. Subject in all respects to Section 3 below, the City will finance the design and construction of the Public Improvements (including the cost of the CAP up to the amount shown in the PI Budget) in an amount not to exceed \$2,600,000, through the issuance of one or more debt obligations (the "TIF Debt") authorized under the TIF District and pursuant to the TIF Statute and 32 V.S.A. § 5404a(h), authorizing the utilization of incremental tax revenues.

3. Pre-Closing Coordination of the Affordable Housing Project and the Public Improvements; Related Contingencies. The Parties acknowledge and agree that (i) but for the City's construction of the Public Improvements and conveyance of the Property to DHCD pursuant to the Option Agreement, the Affordable Housing Project would not occur, and (ii) but for DHCD's construction of the Affordable Housing Project, the City would neither convey the Property to DHCD nor would the City construct the Public Improvements as required under this Agreement. The Parties will cooperate in good faith to coordinate their respective obligations under this Agreement in a manner that facilitates mutually efficient and cost-effective delivery of the Affordable Housing Project and the Public Improvements. The Parties will coordinate their respective obligations under this Agreement, and the Parties hereby establish conditions precedent to their respective obligations to perform under this Agreement, as follows:

a. As soon as practicable from and after the Effective Date, the City will seek final approval by the Barre City Council authorizing the City to make application to the Vermont Economic Progress Council ("VEPC") for a "substantial change" to the TIF District reflecting the Public Improvements and the Affordable Housing Project. If the Barre City Council does not approve such request on or before June 30, 2025, this Agreement will terminate as of 5:00 PM on such date. The Parties' designated representatives may extend such date by mutual agreement made in writing.

b. As soon as practicable from and after approval by the Barre City Council pursuant to Section 3(a) above, if ever, the City will seek final approval by VEPC of the "substantial change" application. If VEPC does not approve such request on or before September 30, 2025, this Agreement will terminate as of 5:00 PM on such date. The Parties' designated representatives may extend such date by mutual agreement made in writing.

c. As soon as practicable from and after the Effective Date, the Parties will use good faith, reasonably diligent efforts (i) to obtain an ALTA Survey of the Property in order to identify the location of existing easements on the Property, and (ii) to obtain necessary third party approvals to obtain a release or agreed relocation for any existing easements shown on the ALTA Survey that conflict with, or interfere with, the planned Affordable Housing Project. Neither Party shall have any obligation to compensate any third party in connection with release or relocation of such easements. If the Parties, acting through their designated representatives, have not mutually agreed in writing upon the terms and conditions by which the easements will be released or relocated, on or before August 30, 2025, either Party may then elect, upon five (5) business days' prior written notice to the other Party, to terminate this Agreement. If neither

Party so elects to terminate this Agreement, the Agreement will continue in effect with neither Party having any further right to terminate the Agreement as provided in this subsection (c). The City will commission the preparation of the ALTA Survey with a surveyor upon whom the Parties mutually agree, and the City will bear the cost of the ALTA Survey, subject to DHCD's reimbursement obligation described below in Section 4(a). DHCD will provide the City and the surveyor a copy of a recent report of title upon which the surveyor may rely in preparing the ALTA Survey.

d. As soon as practicable from and after the Effective Date, the City will commence to apply for, and thereafter use good faith, reasonably diligent efforts to obtain, the PI Approvals, and DHCD will commence to apply for, and thereafter use good faith, reasonably diligent efforts to obtain the CAP Approval, all in a form reasonably acceptable to both Parties.

e. Upon the City obtaining, if ever, a final wastewater system and potable water supply permit for the water/sewer extension component of the Public Improvements in a form reasonably acceptable to both Parties, DHCD will commence, and thereafter diligently pursue to completion, design development drawings for the Building.

f. Upon DHCD's completion of design development drawing for the Building, DHCD will provide the City a copy of the design development drawings, a current cost estimate for the Building, and a current sources and uses projection for construction of the Building. If the Parties, acting through their designated representatives, have not mutually agreed in writing to proceed with this Agreement on or before the date that is ten (10) business days from and after DHCD's delivery of such materials to the City, either Party may then elect, upon five (5) business days' prior written notice to the other Party, to terminate this Agreement. If neither Party so elects to terminate this Agreement, the Agreement will continue in effect with neither Party having any further right to terminate the Agreement as provided in this subsection (f).

g. If this Agreement is not sooner terminated as provided above in this Section 3, the City will seek final approval for the issuance of the TIF Debt through a special election bond vote to be held in Barre City (the "Bond Vote"). If the City does not obtain final approval of the issuance of the TIF Debt through the Bond Vote by November 5, 2025, this Agreement will terminate as of 5:00 PM on such date. The Parties' designated representatives may extend such date by mutual agreement made in writing.

h. Following the Bond Vote, if this Agreement is not terminated as provided above in this Section 3, DHCD will commence final construction drawings for the Building and final construction drawings and/or engineering reports required to implement the CAP, and the City will commence final construction drawings for the Public Improvements. When the Building Construction Documents are 50% complete, DHCD will provide a copy to the City together with a current cost estimate for the Building and a current sources and uses projection for construction of the Building. If the Parties, acting through their designated representatives, have not mutually agreed in writing to proceed with this Agreement on or before the date that is ten (10) business days from and after DHCD's delivery of such materials to the City, either Party may then elect, upon five (5) business days' prior written notice to the other Party, to terminate this Agreement. If neither Party so elects to terminate this Agreement, the Agreement will continue in effect with neither Party having any further right to terminate the Agreement as provided in this subsection

(h).

i. If this Agreement is not sooner terminated as provided above in this Section 3, DHCD will promptly complete the Building Construction Documents and apply for and use diligent good faith, reasonably diligent efforts to obtain the Building Approvals (and any remaining CAP Approval), and the City will promptly complete the PI Construction Documents and apply for and use diligent good faith, reasonably diligent efforts to obtain any remaining PI Approvals. Each Party will notify the other when their respective construction documents are 75% and 95% complete, whereupon the Parties will coordinate to concurrently bid, respectively, the Building and the Public Improvements. If the Parties, acting through their designated representatives, have not mutually agreed in writing to proceed with this Agreement on or before the date that is ten (10) business days from and after the receipt of complete bid packages for, respectively, the Building and the Public Improvements, either Party may then elect, upon five (5) business days' prior written notice to the other Party, to terminate this Agreement. If neither Party so elects to terminate this Agreement, the Agreement will continue in effect with neither Party having any further right to terminate the Agreement as provided in this subsection (i).

j. If this Agreement is not sooner terminated as provided above in this Section 3, the City will use good faith, reasonably diligent efforts to obtain a binding commitment letter from one or more prospective issuers of the TIF Debt on terms acceptable to the City in its sole discretion. The Parties acknowledge and agree that pursuant to existing legislation the TIF Debt must be issued no later than March 31, 2026. The City has requested legislative approval to extend the deadline to issue the TIF Debt, but such approval has not occurred as of the Effective Date of this Agreement. In the event the existing deadline to issue the TIF Debt is not extended, then, notwithstanding anything to the contrary, if the City does not obtain a binding commitment letter from one or more prospective issuers of the TIF Debt on terms acceptable to the City in its sole discretion on or before March 15, 2026 (the "Outside Date"), this Agreement will automatically terminate as of such date. In the event the legislature approves an extension of the existing deadline to issue the TIF Debt, then the Outside Date (beyond which this Agreement will automatically terminate if the City does not obtain a binding commitment letter from one or more prospective issuers of the TIF Debt on terms acceptable to the City in its sole discretion) will be the day that is the earlier of (i) March 15, 2027, and (ii) the date that is fifteen (15) business days prior to the legislatively extended deadline to issue the TIF Debt.

k. If this Agreement is not sooner terminated as provided above in this Section 3, and provided final PI Approvals, a final CAP Approval, and final Building Approvals have been obtained, the Parties will enter into guaranteed maximum price construction contracts for, respectively, the Building and the CAP (DHCD) and the Public Improvements exclusive of the CAP (City) and mutually agree on a date for Closing. In order to facilitate the coordinated construction of the Building and the Public Improvements, the City may, but is not obligated to, enter into a construction management agreement whereby the City would engage the same construction manager being used by DHCD as the City's construction manager to coordinate the procurement and administration of contracts for the construction of the Public Improvements (exclusive of the CAP) in conformance with, among other things, the City Procurement Policy.

l. At least 5 days prior to Closing, DHCD will provide the City with copies of all relevant portions of financing documents DHCD will execute at Closing to allow the City to

confirm that the Property will be used for affordable housing following Closing. DHCD will request its lenders and other capital contributors, as applicable, to make changes to the affordable housing covenants in the financing documents to address any reasonable concerns of the City following the City's review of the financing documents.

m. At Closing, if ever, and subject in all respects to the conditions precedent set forth above in this Section 3, (i) the City will issue notice to proceed to its general contractor to commence construction of the Public Improvements (exclusive of the CAP), and (ii) DHCD will issue notice to proceed to its general contractor to commence construction of the Building and the CAP. Notwithstanding anything to the contrary in this Agreement or in the Option Agreement, the City will have no obligation to Close under the Option Agreement or to commence construction of the Public Improvements under this Agreement unless and until DHCD simultaneously authorizes Closing under the Option Agreement and issues notice to proceed to its general contractor to commence construction of the Building.

n. If this Agreement is not sooner terminated as provided above in this Section 3, the City will use good faith efforts to cause the issuance of the TIF Debt to occur concurrent with Closing, and in the event the TIF Debt cannot be issued concurrent with Closing, the City will cause the issuance of the TIF Debt to occur promptly thereafter. The City's obligation to construct the Public Improvements (exclusive of the CAP) and reimburse DHCD for the cost of the CAP (as provided in subsection (p) below) is not contingent on the City issuing the TIF Debt. If the TIF Debt is not issued, the City will remain obligated to construct the Public Improvements (exclusive of the CAP) and reimburse DHCD for the cost of the CAP up to the amount shown in the PI Budget all as provided for, and subject to the terms of, this Agreement.

o. Following the commencement of construction, if ever, DHCD will use good faith, reasonably diligent efforts to continuously construct the Building and the CAP to completion, and the City will use good faith, reasonably diligent efforts to continuously construct the Public Improvements to completion.

p. Following DHCD's completion of the CAP work, if ever, as provided for, and subject to the terms of, this Agreement, DHCD will provide invoices with supporting documentation to the City for the cost of the CAP work up to the amount shown in the PI Budget, and the City will reimburse DHCD the undisputed amount of such invoices, up to the amount for the CAP shown in the PI Budget, within forty-five (45) days of receipt. Notwithstanding anything to the contrary, DHCD acknowledges and agrees that the City is only obligated to reimburse costs that are allowable under the TIF Statute.

q. Notwithstanding anything to the contrary, this Agreement will automatically terminate simultaneously with the termination of the Option Agreement or the failure of Closing to occur under the terms of the Option Agreement.

4. Effect of Termination of Agreement Under Section 3; Default and Remedies.

a. The Parties acknowledge and agree that prior to Closing, if ever, each Party is at risk with respect to their performance obligations under this Agreement, subject only to the other Party acting in good faith and with reasonable diligence in the performance of its obligations

under this Agreement, and otherwise, in the event of the termination of this Agreement as provided in Section 3 above, neither Party shall have any further obligation to the other under this Agreement except that DHCD will reimburse the City's costs in preparing the ALTA Survey for the Property within forty-five (45) days of receipt of invoices with supporting documentation from the City for the same. The City acknowledges and agrees that although its pre-Closing obligations would, at least in effect, be reimbursed from the proceeds of the TIF Debt, if issued, the City will fund its pre-Closing obligations out of currently available resources. Each Party represents to the other that it has sufficient resources to meet its pre-Closing obligations and that each Party will be solely responsible for funding its respective pre-Closing obligations except to the extent this Agreement expressly otherwise provides.

b. If a Party fails to use good faith, reasonably diligent efforts to meet its respective pre-Closing obligations under this Agreement, the other Party may seek to enforce its rights at law or in equity.

c. From and after Closing, if DHCD fails to diligently and continuously pursue construction of the Building and the CAP to completion, the City may seek to enforce its rights at law or in equity.

d. From and after Closing, if the City fails to diligently and continuously pursue construction of the Public Improvements (exclusive of the CAP) to completion, DHCD may self-perform the Public Improvements work and, in connection therewith, the City will assign and transfer to DHCD the City's construction contract for the Public Improvements together with all of the City's rights in the PI Approvals and the PI Construction Documents. Further, in such event, the City will be liable to DHCD for DHCD's reasonable and verified costs to complete the Public Improvements. Notwithstanding anything to the contrary, DHCD acknowledges and agrees that the City is only obligated to reimburse costs that are allowable under the TIF Statute.

e. Notice and Cure; Dispute Resolution. Notwithstanding anything to the contrary, before a Party seeks to enforce a remedy against the other Party it will first send written notice specifying in reasonable detail the alleged default and thereafter afford the other Party a period of thirty (30) days to cure the alleged default, or in the event the nature of the default is such that it cannot reasonably be cured within such time, then the cure period will extend for such time as is reasonably required to effectuate a cure provided that the allegedly defaulting Party commences to cure the alleged default within such thirty (30) day period and thereafter diligently pursues the cure to completion. Also, notwithstanding anything to the contrary, the enforcement of remedies under this Agreement is subject to the Dispute Resolution provisions set forth in Section 23.

f. Force Majeure. Notwithstanding anything to the contrary, the Parties' respective performance obligations under this Agreement will be tolled during Events of Force Majeure. As used in this Agreement, an "Event of Force Majeure" means a delay in performance if and so long as such delay is directly caused by (A) fire or other similar unavoidable casualty, national emergency, governmental or municipal stop work orders, pandemics, epidemics, enemy action, civil commotion, acts of God, or other similar causes beyond the delaying Party's reasonable control, or (B) strikes, lockouts, or inability to obtain building materials, labor shortages, or labor preemptions. Delays resulting from an obligation requiring the payment of a sum of money, or

affecting compliance with any time period imposed by statute will not be considered an Event of Force Majeure. A delaying Party will notify the other Party in writing of the existence and nature of a claimed Event of Force Majeure within ten (10) days of the delaying Party's receipt of notice of such event. Thereafter, the delaying Party will from time to time and within ten (10) days of any written request, keep the other Party fully informed, in writing, of all further developments concerning such Event of Force Majeure and the efforts, if any, being made by the delaying Party to perform. Further, the delaying Party will use commercially reasonable efforts to mitigate any adverse impacts and will find another manner of performing as soon as reasonably practicable. Notwithstanding the foregoing, an Event of Force Majeure will not extend the Outside Date.

g. In no event will either Party be liable to the other for consequential or punitive damages.

5. Term and Termination. The term of this Agreement will commence upon the Effective Date and expire thirty (30) days from and after upon final completion of the Building, unless it sooner terminates as expressly provided in this Agreement.

6. Indemnity. The City will not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the acts or omissions of DHCD or any of DHCD's officers, directors, managers, employees, contractors, or agents (the "DHCD Parties"). DHCD hereby waives all claims against the City and its respective officers, agents and employees for damage to any property or injury to, or death of, any person arising at any time and from any cause other than, and to the extent of, the gross negligence or willful misconduct of the City or the breach of any of the terms and conditions of this Agreement by the City. DHCD will indemnify, defend and hold the City harmless from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property arising from DHCD's breach of any of the terms and conditions of this agreement, or by reason of any act or omission on the part of the DHCD Parties in the performance of this agreement (except when, and to the extent to, such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to the breach, gross negligence or willful misconduct of the City. The City will (i) promptly notify DHCD of its receipt of any claim or demand, and (ii) cooperate with DHCD and its counsel in the defense of the claim or demand. The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

DHCD will not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the acts or omissions of the City or any of the City's employees (the "City Parties"). The City hereby waives all claims against DHCD and its respective officers, agents and employees for damage to any property or injury to, or death of, any person arising at any time and from any cause other than, and to the extent of, the gross negligence or willful misconduct of DHCD or the breach of any of the terms and conditions of this Agreement by DHCD. The City will indemnify, defend and hold DHCD harmless from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property arising from the City's breach of any of the terms and conditions of this

agreement, or by reason of any act or omission on the part of the City Parties in the performance of this agreement (except when, and to the extent to, such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to the breach, gross negligence or willful misconduct of DHCD. DHCD will (i) promptly notify the City of its receipt of any claim or demand, and (ii) cooperate with the City and its counsel in the defense of the claim or demand. The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7. Binding Effect. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. If DHCD transfers title to the Property, then effective as of such transfer (i) the transferee will be deemed to have assumed all obligations and liabilities of DHCD under this Agreement first arising after the date of transfer, and (ii) DHCD will, but only upon the transferee's execution of an assumption of or joinder to this Agreement, be released from all obligations and liabilities under this Agreement first arising after the date of the transfer. DHCD and, if and to the extent applicable, any subsequent assignor will remain liable for all obligations hereunder that are not assumed by an assignee.

8. Assignment. Except as expressly set forth below, neither Party will assign this Agreement without the consent of the other (which may be given or withheld in the consenting Party's sole discretion). Notwithstanding the foregoing, without the City's consent, DHCD will have the right to assign this Agreement to (i) the low income housing limited partnership that will become the owner of the Affordable Housing Project, having DHCD's and Evernorth Inc.'s affiliate companies as general partners, or (ii) to an entity which owns, is owned by, or is under common control with DHCD. Any assignee under this Agreement will be deemed to have assumed all obligations of the assigning Party hereunder on or after the effective date of the assignment. Any assignment of this Agreement permitted under this Section 8 will relieve the assignor of its obligations hereunder from and after the date of such assignment, but only upon the assignee's execution of an assumption of or joinder to this Agreement. The assigning Party and any subsequent assignor, if applicable, will remain liable for all obligations hereunder that are not assumed by an assignee.

9. Consents and Approvals. Wherever this Agreement requires the approval or consent of a Party, unless a different standard is expressly indicated, such approval or consent will not be unreasonably withheld, conditioned or delayed. Wherever this Agreement requires the approval or consent of a Party, unless a different time period is expressly provided, such Party will respond to any written request for approval or consent within ten (10) business days following receipt of the same. Such response will include either the Party's consent to, or rejection of, such request. The responding Party may also request additional information or materials related to the approval or consent requested (provided such request will not extend the time of such party to respond to the request). If any Party fails to respond to any written request for approval or consent within such time period as may be provided in this Agreement, the Party requesting such approval or consent may elect to send an additional written notice that (i) is marked URGENT, IMMEDIATE RESPONSE REQUIRED and states the approval or consent that is requested, and (ii) states that the failure to respond to such request within two (2) business days after receipt of such additional written notice will be deemed approval or consent. If such additional notice is sent as aforesaid, the failure to respond to such request within two (2) business days after receipt of such additional written notice will be deemed approval or consent to the request contained

therein. Wherever this Agreement requires the approval or consent of a Party, if such Party determines to withhold such approval or consent, such Party will state in reasonable detail the basis for withholding such approval or consent.

10. Notices. Any notices to be given pursuant to this Agreement will be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

If to City:	City of Barre Attn: City Manager 6 N. Main Street, Suite 2 Barre, VT 05641 citymanager@barrecity.org (802) 476-0240
With a copy to:	Tim Sampson, Esq. Downs Rachlin Martin PLLC 199 Main Street, PO Box 190 Burlington, VT 05402-0190 tsampson@drm.com (802) 846-8617I
If to DHCD:	Downstreet Housing and Community Development, Inc. Attention: Angie Harbin, Executive Director 22 Keith Avenue, Suite 100 Barre, VT 05641 Email: aharbin@downstreet.org
with a copy to:	Evernorth, Inc. Attention: Ben Sturtz, Senior Developer 100 Bank Street, Suite 400 Burlington, VT 05401 Email: BSturtz@evernorth.org
with a copy to:	Gravel & Shea PC Attention: Robert H. Rushford, Esq. P.O. Box 369 Burlington, VT 05402-0369 Email: rrushford@gravelshea.com

or to such other person, address or number as the party entitled to such notice or communication will have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication will be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid;

(iii) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or “out of office” message.

11. Designated Representatives. Each Party will designate one or more representatives to serve as the primary contact for communications relating to any issues arising under this Agreement. The City’s designated representative is Nicolas Storrellicastro, City Manager. DHCD’s designated representative is Nicola Anderson, Director of Real Estate Development. In the event that either Party changes its designated representative(s), it will notify the other Party of the successor designated representative in accordance with Section 10.

12. Cooperation and Further Assurances. The Parties will cooperate in good faith to coordinate their respective obligations under this Agreement in a manner that facilitates mutually efficient and cost-effective delivery of the Building and the Public Improvements. Each Party covenants and agrees that it will at any time and from time to time do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, documents and instruments as may reasonably be required by the other Party in order to carry out and effectuate fully the transactions herein contemplated in accordance with this Agreement.

13. Amendment. This Agreement may not be modified or amended, except by a written instrument executed by both Parties.

14. Severability. In the event any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect, such provisions will be deemed severable and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

15. No Waiver. The waiver by either Party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.

16. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Vermont without resort to its choice of laws principles.

17. Interpretation. The Parties have each been represented by counsel of their respective choice in connection with this Agreement, the terms of which have been fully and fairly negotiated. The language in all parts of this Agreement will in all cases be construed simply according to the fair meaning thereof and not strictly against the party which drafted such language. References in this Section to a “final” approval means that the respective approval has been obtained and all appeal periods have lapsed without an appeal having been filed, or if an appeal is filed such appeal having been finally concluded to the satisfaction of the City (in its sole discretion). As used in this Agreement, the word “includes” and its derivatives are intended in all cases to mean “includes, but is not limited to” and corresponding derivative expressions.

18. Time of the Essence. Time is of the essence with respect to each and every term of this Agreement.

19. Incorporation of Recitals and Exhibits. All Exhibits referred to in this Agreement as well as the Background section above are hereby incorporated herein as if fully set forth in this

Agreement.

20. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. No Partnership. The Parties do not intend by this Agreement to create, nor will this Agreement be deemed to create, a partnership or a joint venture among the Parties. Each Party is an independent actor and entity, and nothing in this Agreement will be deemed to make either Party an agent or partner of the other, or to give either Party the right to bind the other in any way, notwithstanding any reference to the project contemplated herein as a “public-private partnership.”

22. Recordation. This Agreement will not be recorded. At Closing, the Parties will execute and record in the Barre City Land Records a short form memorandum (the “Development Agreement Memorandum”) giving notice of the existence of this Agreement. The Development Agreement Memorandum will be recorded after the deed conveying the Property to DHCD but prior to any Mortgage or other security instrument encumbering the Property. The Parties will bear equally the cost of such recordation.

23. Dispute Resolution; Attorneys’ Fees. If a dispute arises between the Parties with regard to the performance or interpretation of any terms of this Agreement, the Parties agree to use the following procedures in the order as set forth below:

a. Negotiation. A meeting will be held between the Parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute (the “Negotiation Meeting”); such Negotiation Meeting will be held within five (5) business days of a Party’s written request for such a meeting and may occur by telephone or video conference.

b. Mediation. If the Parties fail to resolve their dispute through the Negotiation Meeting, either Party (the “Notifying Party”) may demand non-binding mediation in an effort to resolve the dispute by giving written notice (the “Notice of Dispute”) to the other Party (the “Receiving Party”). The Notice of Dispute will include, in detail, the issues in dispute that the Notifying Party deems relevant to the mediation. Within five (5) business days following the date of the Notice of Dispute, the Receiving Party will submit to the Notifying Party a list of three (3) persons in Vermont or adjacent states who (i) do not have any professional, business, family or personal affiliation with any of the Parties that would compromise their independence, (ii) have relevant training, experience and expertise with regard to the matters in dispute, and (iii) are reasonably available to mediate the dispute (the “Mediator List”). The Notifying Party will, within three (3) business days following receipt of the Mediator List select a mediator (the “Designated Mediator”) from the Mediator List and give written notice of the identification of the Designated Mediator to the Receiving Party and to the Designated Mediator. If the Receiving Party fails to approve a Mediator List within the time provided above, the Notifying Party will have the right, upon notice to the Receiving Party, to designate a Designated Mediator who the Notifying Party reasonably believes will satisfy the Mediator criteria set forth above. The Parties will use good faith efforts to schedule and conduct the mediation as expeditiously as is reasonably possible, and the Parties will use their best efforts to make authorized representatives

with authority to settle the dispute available for mediation and to cooperate in the mediation. The cost of Mediation, including any fees charged by the Mediator, will be paid in equal shares by the Notifying Party and the Receiving Party.

c. If the parties fail to resolve the dispute through negotiation or mediation within ninety (90) days after the Notice of Dispute, then (1) unless the parties agree on binding arbitration by a single arbitrator, (2) a party may seek an adjudicated resolution through an appropriate court.

d. The substantially prevailing party in any dispute arising out of or relating to this Agreement that is resolved by binding arbitration or by litigation will be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith.

e. This Section 23 will survive the expiration or termination of this Agreement.

24. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument; such counterparts may be evidenced by pdf or similar reproduction methods and/or may be executed electronically using electronic signature software (e.g., DocuSign or similar software) or similar methods (each a method of "Electronic Execution"), and each pdf or Electronic Execution will have the same legal and binding effect as original signatures.

Signature Page Follows

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers or representatives of the Parties as of the Effective Date.

DOWNSTREET HOUSING AND COMMUNITY DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025 personally appeared _____, to me known, being the _____ of **Downstreet Housing and Community Development, Inc.**, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed individually and on behalf of the entities on which he/she acted.

Before me _____
Notary Public
Commission Expires:
Commission Number:

BARRE CITY

By: _____
Name: _____
Title: _____

STATE OF VERMONT
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____. 2025 personally appeared _____, to me known, being the _____ of Barre City, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of Barre City.

Before me _____
Notary Public
Commission Expires:
Commission Number:

LIST OF EXHIBITS

Exhibits

- A Description of Property
- B-1 Public Improvements – Preliminary Scope and Budget
- B-2 Plan of Public Improvements

Exhibit A

Description of Property

Being a +/-0.41-acre parcel of land easterly of Seminary Street, known as Parcel # 1295-VL00-0001, SPAN 036-011-10736, being a portion of the same lands and premises conveyed to the City by Warranty Deed of Barbara L. Rinker, dated November 30, 1967, and recorded in Book 82, Page 277 of the Land Records of the City of Barre.

Being also a +/-0.19-acre parcel of land westerly of Campbell Place, known as Parcel # 0305-001-000, SPAN 036-011-12583, being all and the same lands and premises conveyed to the City by the following instruments: Warranty Deed of Trono Oil & Gas Company, Inc., dated January 15, 2014, and recorded in Book 279, Page 437 of the Land Records of the City of Barre.

Exhibit B-1

Public Improvements – Preliminary Scope and Budget

[Attached behind]

Exhibit B-1 - Public Improvements - Preliminary Scope and Budget

Barre Stevens Branch Apts -- Infrastructure Scope

Updated with contingencies 5/14/25

Component / Subcomponents	Cost Estimate
ALTA Survey	\$5,000
CAP	\$400,000
GMP	\$505,218
GMP work to bury all electrical & communication lines on Seminary St	
Provide all conduit for GMP	
Provide all vaults and underground concrete structures	
Concrete encasement	
Excavation and backfill for GMP items	
Parking Lot	\$13,796
2 light poles with related sitework	
Seminary St	\$43,754
Sidewalk removal and replacement along Seminary St	
Landscaping along Seminary St	
Water/Drain	\$359,951
Water line extension	
240 LF of 8" CL 52 DI water main (6' depth, MJ with restraints)	
12 LF of 6" CL 52 DI water main (6' depth, MJ with restraints)	
Drainage line extension	
160 LF of 18" HDPE drain pipe	
(1) 4' diameter precast catch basin (assume 6' inside depth)	
Misc	
Removal and replacement of pavement for water and drain extension	
Campbell Parking Lot Reconstruction	\$145,000
Excavation of pavement & gravel refill	
Parking lot paving	
Guardrail	
West Street milling	
West Street Paving	
Wayfinding / Signage	\$75,000
Estimate Subtotal	\$1,542,719
Soft Costs (10%)	\$154,272
Estimate Contingency (15%)	\$231,408
Construction Contingency (15%)	\$231,408
Estimate Total	\$2,159,807

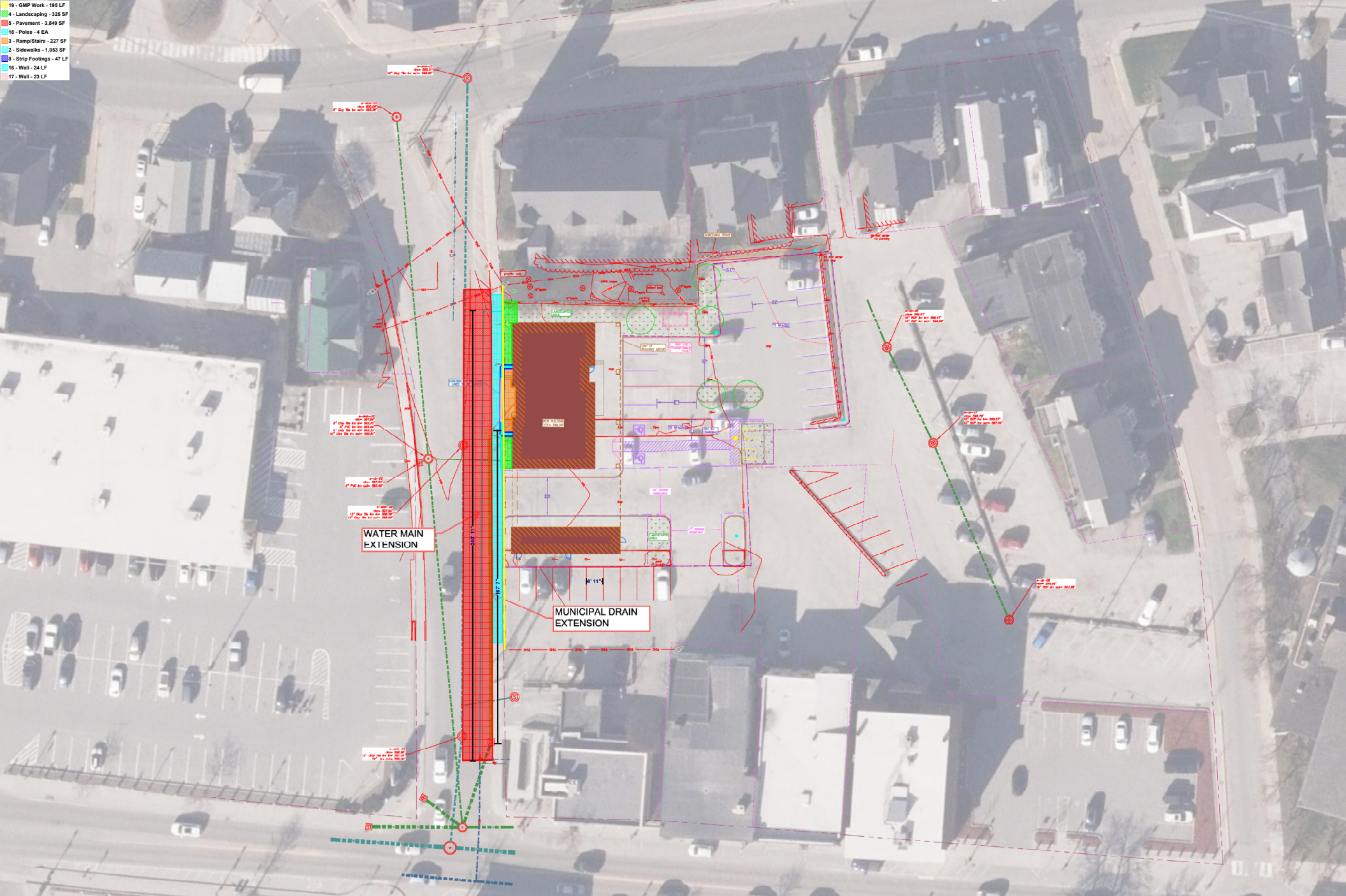
Exhibit B-2

Plan of Public Improvements

[Attached behind]

23198049.13

- 19 - GMP Work - 195 LF
- 5 - Pavement - 3,849 SF
- 16 - Poles - 4 EA
- 2 - Ramps/Stairs - 227 SF
- 2 - Sidewalks - 1,053 SF
- 4 - Strip Footings - 47 LF
- 16 - Wall - 24 LF
- 17 - Wall - 23 LF



OPTION TO PURCHASE

This Option to Purchase (this “Agreement”) dated as of _____, 2025 (the “Effective Date”) is by and between **BARRE CITY**, a Vermont municipal corporation in the County of Washington and State of Vermont, hereinafter known as “Grantor,” and **DOWNSTREET HOUSING AND COMMUNITY DEVELOPMENT, INC.**, a Vermont non-profit corporation with a place of business in Barre, Vermont, hereinafter known as “Grantee.”

W I T N E S S T H

In the consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, and subject in all respects to the terms and conditions of this Agreement and of the Development Agreement (as define below) the Grantor hereby gives and grants to Grantee the exclusive option to purchase two parcels of land located easterly of Seminary Street and westerly of Campbell Place in the City of Barre, County of Washington and State of Vermont, (the “Option”) to wit:

Being a +/-0.41-acre parcel of land easterly of Seminary Street, known as Parcel # 1295-VL00-0001, SPAN 036-011-10736 (“Seminary Street Parcel”), being all and the same lands and premises conveyed to the Grantor by Warranty Deed of Barbara L. Rinker, dated November 30, 1967, and recorded in Book 82, Page 277 of the Land Records of the City of Barre. Said Seminary Steet Parcel is or may be subject to a twenty-five-foot (25') wide easement or right-of-way in favor of Rubel Enterprises, its successors or assigns, by instrument of the Grantor, dated September 20, 1973, and recorded in Book 96, Page 88 of the Land Records of the City of Barre.

Being also a +/-0.19-acre parcel of land westerly of Campbell Place, known as Parcel # 0305-001-000, SPAN 036-011-12583 (the “Campbell Place Lot”), being all and the same lands and premises conveyed to the

Grantor by the following instruments: Warranty Deed of Trono Oil & Gas Company, Inc., dated January 15, 2014, and recorded in Book 279, Page 437 of the Land Records of the City of Barre.

This conveyance is made subject to and with the benefit of any utility easements, spring rights, easements for ingress and egress, and rights incidental to each of the same as may appear more particularly of record, provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, Vermont Statutes Annotated.

Reference is hereby made to the above-referenced deeds and plans, the records therein, and the records therein referred to, all in further aid of this description.

(The aforesaid Seminary Street Parcel and Campbell Place Lot are known collectively as the “Option Premises” hereinafter). Grantee’s acceptance of the Option Premises is subject to the condition that Grantee, its successors and assigns, develops an approximately 31-unit multi-family dwelling for occupancy as an “affordable housing” project (the “Project”), as the term “affordable housing” is defined in 24 V.S.A. § 4303(1).

Reference is made to that certain Development Agreement entered into by and between the Grantor and the Grantee and dated as of even date herewith (the “Development Agreement”).

The approximate boundaries of the Option Premises are shown and depicted on Exhibit A attached hereto and shall be finalized in an ALTA Survey to be prepared prior to Closing as provided in the Development Agreement (the “ALTA Survey”). The aforesaid description of the Option Premises is approximate until such time as the ALTA Survey is complete. Grantor and Grantee may execute an amendment to this Agreement containing a more particular description of the

Option Premises and a revised Exhibit A if necessary.

The Option is subject to the following terms and conditions:

1. **Option Payment.** Grantee has paid to Grantor the sum of One Dollars (\$1.00), receipt of which is hereby acknowledged (the “Option Payment”). The Option Payment shall be credited against the purchase price of the Option Premises at Closing (as defined below in Section 8 below) in the event the Option is exercised. The Option Payment is non-refundable except as hereinafter provided.

2. **Term of the Option.** The Option shall extend until October 1, 2025 (the “Option Date”) unless sooner terminated as provided in this Agreement or unless extended in writing by Grantor and Grantee. Notwithstanding the foregoing,

- a. If the Development Agreement is terminated prior to Closing, the Option shall terminate simultaneously with the termination of the Development Agreement;
- b. if all such permits and approvals as are anticipated in Section 4 below are not obtained by the Option Date and the Option is not otherwise terminated as provided in this Agreement, the Option Date shall be extended to the date such permits and approvals are obtained, provided, that in no event shall the Option Date be extended pursuant to this Section 2(b) to later than December 31, 2025; and
- c. Grantor and Grantee acknowledge and agree that pursuant to

existing legislation the TIF Debt (as defined in the Development Agreement) must be issued no later than March 31, 2026. The City has requested legislative approval to extend the deadline to issue the TIF Debt, but such approval has not occurred as of the Effective Date of this Agreement. In the event the legislature approves an extension of the existing deadline to issue the TIF Debt, then the Option Date will be automatically extended to the day that is the earlier of (i) October 1, 2026, and (b) the date that is six (6) months prior to the extended deadline to issue the TIF Debt.

3. **Entry onto the Option Premises.** Upon reasonable advance notice to Grantor and until the Option Date, Grantee and its agents shall have the right to enter upon the Option Premises from time-to-time for the purpose of preparing for the purchase and disposition of the Option Premises, including: (i) to perform investigations such as subsurface investigations, surveys, soil borings and engineering studies; (ii) to allow inspections by permitting authorities and financing sources; (iii) to take other actions necessary or incidental to designing and permitting the Option Premises for Grantee's proposed use; or (iv) to obtain information about the Option Premises. Any portion of the Option Premises disturbed by Grantee's or its agents' entry prior to Grantee's acquisition of the Option Premises shall be restored as near as reasonably practicable to their prior condition at Grantee's sole cost and expense and in a reasonable time. The Grantee hereby agrees to indemnify, defend and hold the Grantor and its board

members, officials, employees, contractors, agents, successors and assigns (“Indemnified Parties”) harmless from any and all losses, damages, costs, expenses, claims or liabilities of any description including, without limitation, judgments, settlements, attorneys' fees, and costs of investigation and litigation assessed against or suffered by the Indemnified Parties by reason of or arising out of Grantee's exercise of its rights herein to enter upon the lands of the Grantor.

4. **Permits.** Grantor and Grantee acknowledge that the transaction contemplated by the Option may require the procurement of local, and possibly state, permits, including, but not limited to, local zoning approval, possibly Act 250 land use and possibly state approval under the Department of Environmental Conservation's wastewater and potable water supply rules. Grantee has engaged the services of engineering consultants and its agents to obtain any and all state and local permits necessary that will allow the Option Premises to be conveyed to Grantee and to be developed for Grantee's intended use. Grantee agrees to promptly and diligently pursue said permits and shall pay all costs and expenses thereof, including witness, engineering, legal fees and costs. Grantor agrees to reasonably cooperate with Grantee to obtain all necessary permits and approvals for the Option Premises and to promptly sign any and all applications for permits and approvals as “landowner.”

5. **Hazardous Materials.** Grantor represents to Grantee that it is not aware of any hazardous waste, materials or substances having been released, dumped or placed on the Option Premises, except in strict compliance with law and

except for those items referenced in the Phase I and Phase II ESAs prepared with respect to the Option Premises. Grantor agrees that Grantee may, subject in all respects to the terms and conditions of Section 3 above, perform any and all tests and/or inspections necessary to confirm this representation. In the event Grantee discovers prior to the Option Date that hazardous wastes, materials or substances have been released, dumped or placed on the Option Premises except as otherwise provided herein, Grantee may at its own option declare this Agreement null and void and have returned to it the Option Payment.

6. **Option Price and Terms of Payment.** Grantee shall have the right to purchase the Option Premises for the sum of One Dollar (\$1.00). The Option Payment shall be credited against the purchase price if Grantee exercises the Option. Grantor shall pay any Vermont Land Gains or Non-Resident Withholding Tax due as a result of the sale of the Option Premises, and Grantee shall pay any Transfer Tax due.

7. **Exercise of Option.** The Option may be exercised by Grantee giving written notice to Grantor prior to the Option Date in the manner described in Section 14, below, provided the Option Premises are found to be suitable for Grantee's proposed use.

8. **Closing on the Purchase.** If the Option is exercised, the parties shall close on the sale ("Closing") on the day established for the same pursuant to Section 3 of the Development Agreement. Closing shall take place at the City of Barre Office or at such other location as the parties may agree.

9. **Conditions to Close.**

- a. **Grantee's Conditions.** In addition to the other conditions precedent to Grantee's obligation to close as provided for herein, Grantee's obligation to close shall be conditioned upon the following:
- i. The satisfaction of all conditions precedent to the Grantee's obligation to close as set forth in the Development Agreement.
 - ii. Grantor's ability to deliver good, clear, record and marketable title to the Grantee, free of all liens or other encumbrances (including discharge or release of outstanding mortgages) sufficient for Grantee to secure title insurance at the Grantee's sole expense. The Grantee's title shall be deemed marketable if consistent with 27 V.S.A. Chapter 5 and the Vermont Standards of Title. Notwithstanding the foregoing, Grantee agrees to accept title subject to (i) customary utility distribution and transmission easements, (ii) water rights subject to the public trust doctrine, (iii) rights of the public to use roads laid out by municipalities, the State and Federal government; and (iv) easement rights over the Option Premises held by abutting or neighboring property owners. Third party rights to oil, gas or minerals

shall be deemed unmarketable defects in title, which Grantee shall not be required to accept at Closing and which Grantor will use good faith efforts to clear at or before Closing, but which Grantor shall have no obligation to spend money to clear. The state of title to the Option Premises shall be determined by a title examination paid for by Grantee. Grantor agrees that from and after the Effective Date, Grantor will not grant or consent to any new encumbrances on title to the Option Premises without the prior consent of Grantee, which consent will not be unreasonably withheld, provided that Grantee may withhold consent to any such encumbrance that Grantee reasonable deems to conflict or interfere with its planned Project.

- iii. Grantor's reasonable efforts to deliver marketable title as set forth in Section 9(a), above, Grantor having no obligation to spend money to cure title defects. In the event Grantor is unable to give marketable title, then Grantee may elect to terminate this Agreement in which event the Option Payment shall be returned to Grantee. Grantee shall have the right to elect to accept such title as Grantor can deliver and to pay the purchase price without reduction.
- iv. Approval of this transaction by Grantor's City Council.

- v. Grantor's compliance with the provisions of its Charter, including the posting and publishing a notice pursuant to 24 V.S.A. § 1061 and the notice period passing without objection, or if a petition is filed, Grantor's voters approving of the conveyance.
- vi. HUD REVIEW. Grantee intends to obtain financing with respect to the Property from the United States Department of Housing and Urban Development ("HUD"). The environmental effects of any activity carried out with federal funds must comply with the provisions of the National Environmental Policy Act of 1969 and HUD regulations at 24 CFR Part 58, which include the completion of an environmental review. If the Vermont Department of Housing and Community Affairs provides Grantee with a written determination at any time before the expiration of the Option Period, on the basis of a federally required environmental review and HUD's approval for release of federal funds, that it may enter into a conditional contract to purchase the Property, then Grantee and Grantor may enter into a Purchase and Sale Agreement for the Property, neither party having any obligation to do so.. The Purchase and Sale Agreement would replace this Option Agreement and

this Option Agreement would thereafter become null, void and of no force or effect.

- vii. APPRAISAL. Grantee shall have the fair market value of the permitted and fully-improved Property appraised by an appraiser licensed under Chapter 69 of Title 26 of the Vermont Statutes Annotated at Grantee's sole expense. Grantee shall notify Grantor whether the appraiser determined that the unencumbered fair market value of the Property is sufficient for the public funders of Grantee's planned project (the "Appraisal Notice"). If the appraiser determines that the unencumbered fair market value of the Property is less than the amount required for the public funders, Grantee may at its election terminate this Agreement by providing Grantor with written notice of termination, in which event this Agreement shall become null, void and of no force or effect, and neither party shall have any additional claim against the other on account thereof, except as expressly provided in this Agreement to survive termination of this Agreement.
- viii. ENVIRONMENTAL ASSESSMENT. The Grantee shall promptly undertake and complete an investigation into the environmental condition of the Property and the testing of

the building materials planned for removal. If the investigation reveals (i) that the environmental condition of the Property renders it unsuitable for use as affordable rental housing, or (ii) the presence of hazardous materials or hazardous substances on or under the Property, Grantee may at its election terminate this Agreement by providing Grantor with written notice of termination, in which event this Agreement shall become null, void and of no force or effect, and neither party shall have any additional claim against the other on account thereof, except as expressly provided in this Agreement to survive termination of this Agreement.

b. **Grantor's Conditions.** In addition to the other conditions precedent to Grantor's obligation to close as provided for herein, Grantor's obligation to close shall be conditioned upon the following:

- i. The satisfaction of all conditions precedent to the Grantor's obligation to close as set forth in the Development Agreement.
- ii. Grantor's satisfaction that the covenants made in connection with Grantee's financing of the construction of the Building (as defined in the Development Agreement), will appropriately restrict the rental (or sale) of the units within

the Building to affordable rents (or sales prices) such that the Building will meet the definition of “affordable housing” under 24 V.S.A. § 4303.

- iii. The Development Agreement Memorandum (as defined in the Development Agreement) shall be recorded against the Option Premises at Closing.
- iv. Grantee shall not be in default under the Development Agreement.
- v. Approval of this transaction by Grantor’s City Council.
- vi. Grantor’s compliance with the provisions of its Charter, including the posting and publishing a notice pursuant to 24 V.S.A. § 1061 and the notice period passing without objection, or if a petition is filed, Grantor’s voters approving of the conveyance.

10. **Existing Conditions.** Except as provided for in the Development Agreement, Grantor shall not physically alter the Option Premises during the pendency of this Option without the prior written consent of Grantee.

11. **Taxes and Costs.** Grantee shall pay all costs incidental to the search of title and recording the deed and to obtain all permits and approvals needed for the conveyance referenced herein. Grantor and Grantee shall each pay their own respective legal fees and costs incurred in connection with the transaction contemplated by this Agreement. Taxes due and payable in connection with

closing will be allocated pursuant to Section 6, above.

12. **Title and Instruments of Transfer.** At closing Grantor shall convey to Grantee marketable title to the Option Premises as per Section 9(a), above, and the following documents shall be prepared by Grantor:

- a. Discharges of mortgages and other liens and encumbrances;
- b. Warranty Deed sufficient to convey to the Grantee good, insurable and marketable title to the Option Premises, as per Section 9(a), above; and, provided the ALTA Survey is certified to Grantor, the Warranty Deed shall incorporate the metes and bounds description from the ALTA Survey;
- c. Vermont Property Transfer Tax Return and payment voucher, if required;
- d. Vermont Land Gains Tax Return and/or Commissioner's certificate, if required; and
- e. Such other documents as are necessary to convey title to Grantee, including a City Council resolution approving the sale and appointing a duly authorized agent to execute the transfer documents, and a standard form of owner's affidavit required by Grantee's title insurer.

In addition, the parties shall obtain or execute and deliver such other documents and take all actions which are necessary to effectuate the transaction contemplated by this Agreement. Without limitation to the foregoing, the parties agree to execute and deliver the Development Agreement Memorandum for recording at Closing.

13. **Default.** If Grantee delivers written notice of the exercise of this Option as provided above in Section 7 and then fails to complete the purchase of the Option Premises for reasons not permitted under this Agreement, Grantor may terminate this Agreement, retain the Option Payment, and pursue available remedies at law and equity for Grantee's default, together with reasonable attorneys' fees and court costs in the event Grantor is required to engage an attorney to enforce its rights hereunder. If the Grantee delivers written notice of the exercise of this Option as provided above in Section 7, is not in default under this Agreement or under the Development Agreement, and Grantor fails or refuses to close for reasons not permitted under this Agreement, Grantee may seek equitable relief in the form of an injunction compelling Grantor's performance or Grantee may terminate this Agreement, retain the Option Payment, and pursue available remedies at law and equity for Grantor's default, together with reasonable attorneys' fees and court costs in the event Grantee is required to engage an attorney to enforce its rights hereunder. These shall be Grantor's and Grantee's sole remedies at law and equity for default under this Agreement. Neither party shall be entitled to consequential or punitive damages from the other party.

14. **Notices.** All notices required under this Agreement shall be given in writing either by personal delivery or by first class mail or email to:

Grantor at: City of Barre
Attn: City Manager
6 N. Main Street, Suite 2
Barre, VT 05641
citymanager@barrecity.org
(802) 476-0240

With a copy to: Tim Sampson, Esq.
Downs Rachlin Martin PLLC
199 Main Street, PO Box 190
Burlington, VT 05402-0190
tsampson@drm.com
(802) 846-8617

Grantee at: Downstreet Housing and Community
Development, Inc.
Attention: Angie Harbin, Executive Director
22 Keith Avenue, Suite 100
Barre, VT 05641
Email: aharbin@downstreet.org

with a copy to: Evernorth, Inc.
Attention: Ben Sturtz, Senior Developer
100 Bank Street, Suite 400
Burlington, VT 05401
Email: BSturtz@evernorth.org

with a copy to: Gravel & Shea PC
Attention: Robert H. Rushford, Esq.
P.O. Box 369
Burlington, VT 05402-0369
Email: rrushford@gravelshea.com
(802) 658-0220

Notice shall be effective upon the earlier date of posting/e-mailing.

15. **Risk of Loss; Insurance.** Except with respect to Grantee's investigations of the Option Premises pursuant to Section 3 above, during the period between the date of this Agreement and the closing, Grantor shall bear the risk of loss and all insurance coverage and fees related to the Option Premises.

16. **Complete Agreement and Amendment.** Together with the Development Agreement, this Agreement contains the entire understanding of the Grantee and Grantor relating to the subject matter hereof or arising therefrom.

This Agreement may not be changed, modified, amended, waived or discharged, except by an instrument in writing signed by both parties.

17. **Survival.** The representations, warranties, covenants, agreements and obligations of both the Grantor and the Grantee contained in this Agreement shall survive the Closing, as applicable.

18. **Assignment.** Grantee may assign its rights hereunder without the prior written consent of the Grantor to a newly formed LIHTC limited partnership having Grantee or Grantee's affiliate as a co-general partner and Evernorth, Inc. or an affiliate of Evernorth, Inc., as the other co-general partner, provided such assignment is in writing and the purported assignee affirmatively agrees to be bound by the terms of this Agreement. Otherwise, neither Grantor nor Grantee may assign its rights hereunder to other parties, without the advanced, written consent of the other party, being the Grantor or Grantee as the case may be, in its sole discretion, meaning said consent maybe withheld for any reason whatsoever.

19. **Recording.** Grantee may in its sole discretion record this Agreement in the City of Barre Land Records. If Grantee does not timely make the Option or if Closing does not occur, Grantee shall execute and deliver to Grantee an instrument evidencing the termination of this Agreement for recording by Grantor in the land records.

20. **Binding Law and Venue.** This Agreement shall be interpreted and governed by the laws of the State of Vermont and enforceable in the Vermont Superior Court, Civil Division, Washington Unit.

21. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original signatures.

22. **Binding Effect.** This Agreement shall be binding upon the successors and permitted assigns of the parties hereto, and shall be governed by Vermont law.

23. **Captions.** The section headings in this Agreement are used only for convenience and shall not be used to limit or affect any provisions of this Agreement.

24. **Severability.** If any term, provision or requirement of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable.

25. **Relationship to Development Agreement.** The parties' roles, rights, and obligations under this Agreement will be construed in a manner so as not to conflict with the terms and conditions of the Development Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Development Agreement, the terms and conditions of the Development Agreement will control.

[Signatures begin on following page]

Dated at _____, Vermont, this ____ day of _____, 2025.

CITY OF BARRE

By: _____
Nicolas Storrellicastro, City Manager
And Duly Authorized Agent

STATE OF VERMONT
WASHINGTON COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025, personally appeared **Nicolas Storrellicastro**, City Manager and Duly Authorized Agent of the **City of Barre**, and he acknowledged the within instrument, by him subscribed, to be his free act and deed and her free act and deed as the City Manager of the **City of Barre**.

Before me, _____
Notary Public
My commission expires:
My commission #:

Dated at _____, Vermont, this ____ day of _____, 2025.

**DOWNSTREET HOUSING AND
COMMUNITY DEVELOPMENT, INC.**

By: _____
Angie Harbin, Executive Director and
Duly Authorized Agent

STATE OF VERMONT
WASHINGTON COUNTY, SS.

At _____, in said County and State, this ____ day of
_____, 2025, personally appeared Angie Harbin, Executive Director and
Duly Authorized Agent of and **DOWNSTREET HOUSING AND COMMUNITY
DEVELOPMENT, INC.**, and he/she acknowledged the within instrument, by
him/her subscribed, to be his/her free act and deed and the free act and deed of and
DOWNSTREET HOUSING AND COMMUNITY DEVELOPMENT, INC.

Before me, _____
Notary Public
My commission expires:
My commission #:

Exhibit A

Depiction of Option Premises

[Attached behind]

23221344.11

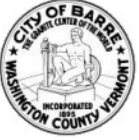


Exhibit A - Barre City - DEW Option Premises

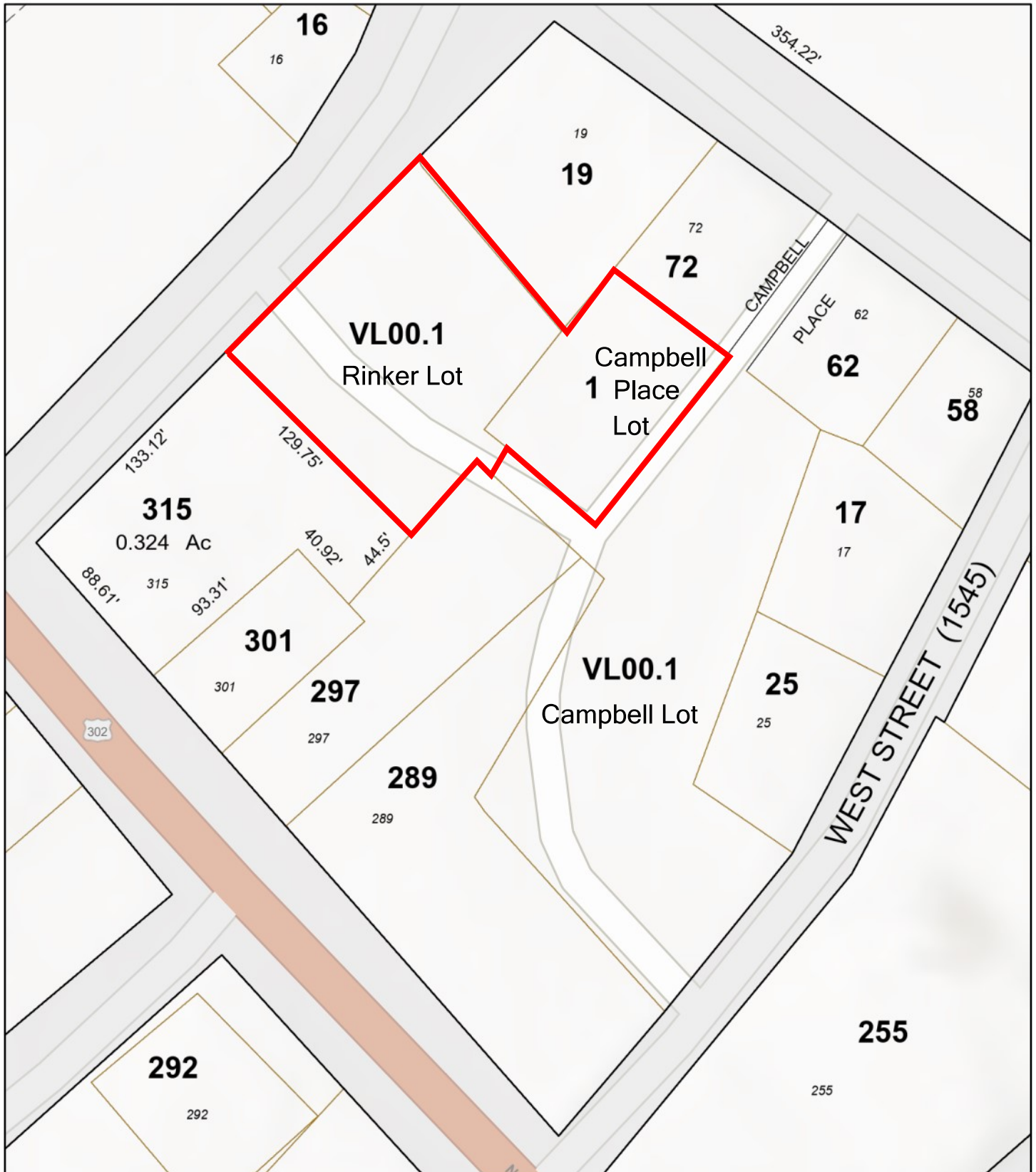
City of Barre, VT

1 inch = 68 Feet



www.cai-tech.com

October 24, 2024



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Barre Stevens Branch Apts -- Infrastructure Scope

Updated with contingencies 5/14/25

Component / Subcomponents	Cost Estimate
ALTA Survey	\$5,000
CAP	\$400,000
GMP	\$505,218
GMP work to bury all electrical & communication lines on Seminary St	
Provide all conduit for GMP	
Provide all vaults and underground concrete structures	
Concrete encasement	
Excavation and backfill for GMP items	
Parking Lot	\$13,796
2 light poles with related sitework	
Seminary St	\$43,754
Sidewalk removal and replacement along Seminary St	
Landscaping along Seminary St	
Water/Drain	\$359,951
Water line extension	
240 LF of 8" CL 52 DI water main (6' depth, MJ with restraints)	
12 LF of 6" CL 52 DI water main (6' depth, MJ with restraints)	
Drainage line extension	
160 LF of 18" HDPE drain pipe	
(1) 4' diameter precast catch basin (assume 6' inside depth)	
Misc	
Removal and replacement of pavement for water and drain extension	
Campbell Parking Lot Reconstruction	\$145,000
Excavation of pavement & gravel refill	
Parking lot paving	
Guardrail	
West Street milling	
West Street Paving	
Wayfinding / Signage	\$75,000
Estimate Subtotal	\$1,542,719
Soft Costs (10%)	\$154,272
Estimate Contingency (15%)	\$231,408
Construction Contingency (15%)	\$231,408
Estimate Total	\$2,159,807

Municipality:	City of Barre
Date:	5/14/2025
<div>TIF DISTRICT APPLICATION</div> <div>YEAR CREATED AND YEAR OF INITIAL TIF DEBT</div>	
Calendar Year TIF District Created	2012
Calendar Year of Application to VEPC	2025
Calendar Year Initial TIF Debt Incurred	2012
Fiscal Year TIF Increment Retention Begins	2025
FY25 Tax Rate	
Municipal	\$ 2.1147
Education- Homestead	\$ 1.4167
Education- Non-Homestead	\$ 1.8155

City of Barre	
5/14/2025	
<div>TIF DISTRICT APPLICATION</div> <div>MUNICIPAL AND EDUCATION PROPERTY TAX SHARE (KEEP)</div>	
Municipal Increment Share Approved by Municipal Legislative Body (approved in 2012)	75%
Proposed Education Property Tax Share Proposed (approved in 2012)	75%

City of Barre 5/14/2025																							
5I -- Infrastructure Projects																							
Infrastructure Project Name	Infrastructure Type	Project Type	Project Location	Est Cal First Yr of Construction	Estimated Construction Costs (As of...)	Add'l Estimate Contingency %	Est. Soft Costs	Est. Total Project Costs (2024 Estimates)	Est. Total Project Cost in Year of Construction	PROPORTIONALITY: Level 1				PROPORTIONALITY: Level 2				Funding Sources				Proportionality Proposed by Municipality	
					2024					Applicant Municipality		Other Municipality		TIF		Non TIF		TIF Revenue		Other Revenue			
			TIF Creation Year	2012		0%	0%		3%	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$		
				Totals	\$2,200,000	\$0	\$0	\$2,200,000	\$2,333,980		\$2,333,980		\$0		\$2,333,980		\$0		\$2,333,980		\$0		
Seminary St Improvements	Brownfield remediation; water, wastewater, storm water system extensions; streetscape; signage & wayfinding; parking improvements	New construction	Seminary Street; parking lot on West Street/Campbell Place	2026	\$2,200,000	\$0	\$0	\$2,200,000	\$2,333,980	100%	\$2,333,980	0%	\$0	100%	\$2,333,980	0%	\$0	100%	\$2,333,980	0%		100%	

City of Barre 5/14/2025									
5J -- Infrastructure Impact & Nexus									
Project Name	Location (CW, PW, CO)	%	Project Description	Impact on TIF District Overall Purpose and Outcome	Impact on Real Property Developments (Nexus)	Reports, studies justifying project	Reports, studies justifying proportion	Explanation of Proportion	Other Revenue Sources/Status
Seminary St Improvements	CW	100%	Brownfield remediation; water, wastewater, storm water system extensions; streetscape; signage & wayfinding; parking improvements	Direct	Affordable housing cannot operate without access to public water and wastewater. Affordable housing cannot afford the stormwater, remediation, streetscape, and power requiements. City cannot sell existing parking lot to affordable housing developer without making appropriate changes to other public parking lot.			These public improvements would not be done if not for the need by the affordable housing project. Property is currently the location of public parking and does not require these improvements as a parking lot.	
				Essential					
				Major					

[illegible]

City of Barre 5/14/2025																
5L -- Real Property Incremental Value																
Development or Redevelopment Project Name	Market Rate Residential (SF)	Commercial Space (SF)	Affordable Residential (SF)	Hotel (SF)	Total Building Size (SF)	Original Taxable/ Baseline Value	Estimated Calendar Year of Construction Start	Est Yrs to Complete	Estimated Assessed Value After Development	Estimated Increase in Value from Baseline	Use Code	Estimated % of New Construction - Homestead Rate	Estimated % of New Construction -Non-Homestead Rate	Total of K and L (Should be 100%)	Estimated Incremental Value - Homestead	Estimated Incremental Value -Non- Homestead
Base Year:	2012															
Totals:	-	-	29,400	-	-	\$ -			\$ 1,300,000	\$ 1,300,000					\$ -	\$ 1,300,000
Seminary St Housing		-	29,400		-		2025	2	\$1,300,000	\$1,300,000	RN	0%	100%	100%	\$0	\$1,300,000

Municipal-Only Tax Stabilization Chart				Housing Exemption per Act 181							Municipal Taxable Value	
				*Assumes City votes to exempt							*Muni-Only Tax Stabilization or Housing Exemption -- whichever is lower	
*0% = full stabilization. 100% = no stabilization				*Assumes the following split of housing vs. commercial value								
				Housing:	100%	Comm:	0%					
				Exempt?	YES							
Year	Entire Project -- Municipal Taxable Value			Year	Housing Value	Housing Taxable Value	Comm Value	Comm Taxable Value	Total Taxable Value		Year	Entire Project -- Muni Taxable Value
2028	100%	\$975,000		2028	\$975,000	0%	\$0	100%	\$0		2028	\$0
2029	100%	\$975,000		2029	\$975,000	0%	\$0	100%	\$0		2029	\$0
2030	100%	\$975,000		2030	\$975,000	100%	\$0	100%	\$975,000		2030	\$975,000
2031	100%	\$975,000		2031	\$975,000	100%	\$0	100%	\$975,000		2031	\$975,000
2032	100%	\$975,000		2032	\$975,000	100%	\$0	100%	\$975,000		2032	\$975,000
2033	100%	\$975,000		2033	\$975,000	100%	\$0	100%	\$975,000		2033	\$975,000
2034	100%	\$975,000		2034	\$975,000	100%	\$0	100%	\$975,000		2034	\$975,000
2035	100%	\$975,000		2035	\$975,000	100%	\$0	100%	\$975,000		2035	\$975,000
2036	100%	\$975,000		2036	\$975,000	100%	\$0	100%	\$975,000		2036	\$975,000
2037	100%	\$975,000		2037	\$975,000	100%	\$0	100%	\$975,000		2037	\$975,000
2038	100%	\$975,000		2038	\$975,000	100%	\$0	100%	\$975,000		2038	\$975,000
2039	100%	\$975,000		2039	\$975,000	100%	\$0	100%	\$975,000		2039	\$975,000
2040	100%	\$975,000		2040	\$975,000	100%	\$0	100%	\$975,000		2040	\$975,000
2041	100%	\$975,000		2041	\$975,000	100%	\$0	100%	\$975,000		2041	\$975,000
2042	100%	\$975,000		2042	\$975,000	100%	\$0	100%	\$975,000		2042	\$975,000
2043	100%	\$975,000		2043	\$975,000	100%	\$0	100%	\$975,000		2043	\$975,000
2044	100%	\$975,000		2044	\$975,000	100%	\$0	100%	\$975,000		2044	\$975,000
2045	100%	\$975,000		2045	\$975,000	100%	\$0	100%	\$975,000		2045	\$975,000
2046	100%	\$975,000		2046	\$975,000	100%	\$0	100%	\$975,000		2046	\$975,000
2047	100%	\$975,000		2047	\$975,000	100%	\$0	100%	\$975,000		2047	\$975,000

City of Barre 5/14/2025		Input cells		Total Muni Retention:		12 years				
5M -- Annual TIF Revenues										
Development or Redevelopment Project Name	% Complete	Original Assessed/Ba seline Value	Apr 1 of Year Complete	First Fiscal Year of Taxable Payments	Estimated Taxable Value After Development	Estimated Increase in Value from Baseline	Estimated % of New Construction - Homestead Rate	Estimated % of New Constructi on -Non- Homestea d Rate	Estimated Incremental Value - Homestead	Estimated Incremental Value -Non- Residential
Annual Tax Rate Increase:		2.25%								
Totals:		\$ -			\$ 1,300,000	\$ 1,300,000			\$ -	\$ 1,300,000
Growth To-Date		\$ 51,046,870	2024	2025	\$ 63,647,452	\$ 12,600,582	0%	100%	\$0	\$ 12,600,582
Seminary St Housing, Year 1	25%	-	2026	2027	\$325,000	\$325,000	0%	100%	\$0	\$325,000
Seminary St Housing, Year 2	75%		2027	2028	\$975,000	\$975,000	0%	100%	\$0	\$975,000

Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value
Year 4	2028		Year 5	2029		Year 6	2030		Year 7	2031	
\$2.2607	\$1.5145	\$1.9408	\$2.3115	\$1.5486	\$1.9845	\$2.3636	\$1.5834	\$2.0291	\$2.4167	\$1.6190	\$2.0748
\$284,859	\$0	\$244,555	\$291,268	\$0	\$250,058	\$328,548	\$0	\$282,063	\$335,940	\$0	\$288,409
\$284,859		\$244,555	\$291,268		\$250,058	\$297,821		\$255,684	\$304,522		\$261,437
\$0		\$0	\$0		\$0	\$7,682		\$6,595	\$7,854		\$6,743
\$0		\$0	\$0		\$0	\$23,045		\$19,784	\$23,563		\$20,229

Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value
Year 8	2032		Year 9	2033		Year 10	2034		Year 11	2035	
\$2.4711	\$1.6555	\$2.1215	\$2.5267	\$1.6927	\$2.1692	\$2.5836	\$1.7308	\$2.2180	\$2.6417	\$1.7697	\$2.2679
\$343,499	\$0	\$294,898	\$351,227	\$0	\$301,534	\$359,130	\$0	\$308,318	\$367,210	\$0	\$315,255
\$311,374		\$267,319	\$318,380		\$273,334	\$325,544		\$279,484	\$332,868		\$285,772
\$8,031		\$6,895	\$8,212		\$7,050	\$8,397		\$7,209	\$8,585		\$7,371
\$24,093		\$20,684	\$24,635		\$21,150	\$25,190		\$21,626	\$25,756		\$22,112

Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non-Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non-Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non-Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non-Residential Tax on Incremental Value
Year 12	2036		Year 13	2037		Year 14	2038		Year 15	2039	
\$2.7011	\$1.8096	\$2.3190	\$2.7619	\$1.8503	\$2.3711	\$2.8240	\$1.8919	\$2.4245	\$2.8876	\$1.9345	\$2.4790
\$375,473	\$0	\$322,349	\$383,921	\$0	\$329,601	\$392,559	\$0	\$337,017	\$401,392	\$0	\$344,600
\$340,358		\$292,202	\$348,016		\$298,777	\$355,846		\$305,499	\$363,853		\$312,373
\$8,779		\$7,537	\$8,976		\$7,706	\$9,178		\$7,880	\$9,385		\$8,057
\$26,336		\$22,610	\$26,929		\$23,119	\$27,534		\$23,639	\$28,154		\$24,171

[illegible]

City of Barre 5/14/2025							
50 -- All Revenue Sources by Year							
Fiscal Year	Annual TIF Increment: Municipal	Annual TIF Increment: Education	Grant Source	Grant Amount	Other Revenue Used to Pay Debt (eg. Parking Fees)	Other Revenue Amount	Total Revenue
Totals:	\$3,774,404	\$3,240,380		\$0		\$587,000	\$7,601,784
2012	:Base Year						
Any Years Prior to Increment:							\$0
2012	\$0	\$0					\$0
2013	\$0	\$0					\$0
2014	\$0	\$0					\$0
2015	\$0	\$0					\$0
2016	\$0	\$0					\$0
2017	\$0	\$0					\$0
2018	\$0	\$0					\$0
2019	\$0	\$0					\$0
2020	\$0	\$0					\$0
2021	\$0	\$0					\$0
2022	\$0	\$0					\$0
2023	\$0	\$0					\$0
2024	\$0	\$0					\$0
2025	\$199,848	\$171,573					\$371,421
2026	\$204,345	\$175,433			Education Fund refund	\$437,000	\$816,778
2027	\$208,943	\$179,380			Education Fund refund	\$150,000	\$538,323
2028	\$213,644	\$183,416					\$397,060
2029	\$218,451	\$187,543					\$405,994
2030	\$246,411	\$211,547					\$457,958
2031	\$251,955	\$216,307					\$468,262
2032	\$257,624	\$221,174					\$478,798
2033	\$263,420	\$226,150					\$489,571

[illegible]

5Q -- Bond Schedule #1																		
Rates as of		5/2/2025																
This bond schedule is for illustrative purposes only. This is highly subject to further review and credit analysis.																		
					Input cells are green													
SOURCES					DEBT SERVICE SCHEDULE								ANNUAL DEBT SERVICE SCHEDULE					
					Loan Payment	Principal	Coupon Rate	Period Interest Per Coupon	Total Period Interest	Series D/S	Ending Principal Balance	Amortization Year	Fiscal Year	Aggregated Fiscal Year	Principal	Interest	Series D/S	
Sources	Par		\$2,400,000			2,400,000			1,173,754	3,573,754								
	Equity						Days in 1st interest-only period: 56											
	Total		\$2,400,000															
					5/1/2026		4.52%			34,714	34,714	2,400,000		2026	2026		34,714	34,714
					11/1/2026	114,286		2,583	54,240	168,526	2,285,714		2027					
					5/1/2027		4.52%	2,583	51,657	51,657	2,285,714	1	2027	2027	114,286	105,897	220,183	
					11/1/2027	114,286		2,583	51,657	165,943	2,171,428		2028					
					5/1/2028		4.52%	2,583	49,074	49,074	2,171,428	2	2028	2028	114,286	100,731	215,017	
					11/1/2028	114,286		2,583	49,074	163,360	2,057,142		2029					
					5/1/2029		4.52%	2,583	46,491	46,491	2,057,142	3	2029	2029	114,286	95,566	209,851	
Dated			3/6/2026		11/1/2029	114,286		2,583	46,491	160,777	1,942,856		2030					
Interest Commencement Date			5/1/2026		5/1/2030		4.52%	2,583	43,909	43,909	1,942,856	4	2030	2030	114,286	90,400	204,686	
Principal Commencement Date			11/1/2026		11/1/2030	114,286		2,583	43,909	158,194	1,828,570		2031					
Term			21 Years		5/1/2031		4.52%	2,583	41,326	41,326	1,828,570	5	2031	2031	114,286	85,234	199,520	
Amortization Period			21 Years		11/1/2031	114,286		2,583	41,326	155,611	1,714,284		2032					
Final Maturity			11/1/2046		5/1/2032		4.52%	2,583	38,743	38,743	1,714,284	6	2032	2032	114,286	80,069	194,354	
Fiscal Year Amortization Starts			2027		11/1/2032	114,286		2,583	38,743	153,029	1,599,998		2033					
					5/1/2033		4.52%	2,583	36,160	36,160	1,599,998	7	2033	2033	114,286	74,903	189,189	
Effective Interest Rate			4.52%		11/1/2033	114,286		2,583	36,160	150,446	1,485,712		2034					
					5/1/2034		4.52%	2,583	33,577	33,577	1,485,712	8	2034	2034	114,286	69,737	184,023	
					11/1/2034	114,286		2,583	33,577	147,863	1,371,426		2035					
					5/1/2035		4.52%	2,583	30,994	30,994	1,371,426	9	2035	2035	114,286	64,571	178,857	
					11/1/2035	114,286		2,583	30,994	145,280	1,257,140		2036					
					5/1/2036		4.52%	2,583	28,411	28,411	1,257,140	10	2036	2036	114,286	59,406	173,691	
					11/1/2036	114,286		2,583	28,411	142,697	1,142,854		2037					
					5/1/2037		4.52%	2,583	25,829	25,829	1,142,854	11	2037	2037	114,286	54,240	168,526	
					11/1/2037	114,286		2,583	25,829	140,114	1,028,568		2038					
					5/1/2038		4.52%	2,583	23,246	23,246	1,028,568	12	2038	2038	114,286	49,074	163,360	
					11/1/2038	114,286		2,583	23,246	137,531	914,282		2039					
					5/1/2039		4.52%	2,583	20,663	20,663	914,282	13	2039	2039	114,286	43,909	158,194	
					11/1/2039	114,286		2,583	20,663	134,949	799,996		2040					
					5/1/2040		4.52%	2,583	18,080	18,080	799,996	14	2040	2040	114,286	38,743	153,029	
					11/1/2040	114,286		2,583	18,080	132,366	685,710		2041					
					5/1/2041		4.52%	2,583	15,497	15,497	685,710	15	2041	2041	114,286	33,577	147,863	
					11/1/2041	114,286		2,583	15,497	129,783	571,424		2042					
					5/1/2042		4.52%	2,583	12,914	12,914	571,424	16	2042	2042	114,286	28,411	142,697	
					11/1/2042	114,286		2,583	12,914	127,200	457,138		2043					
					5/1/2043		4.52%	2,583	10,331	10,331	457,138	17	2043	2043	114,286	23,246	137,531	
					11/1/2043	114,286		2,583	10,331	124,617	342,852		2044					
					5/1/2044		4.52%	2,583	7,749	7,749	342,852	18	2044	2044	114,286	18,080	132,366	
					11/1/2044	114,286		2,583	7,749	122,034	228,566		2045					
					5/1/2045		4.52%	2,583	5,166	5,166	228,566	19	2045	2045	114,286	12,914	127,200	
					11/1/2045	114,286		2,583	5,166	119,451	114,280		2046					
					5/1/2046		4.52%	2,583	2,583	2,583	114,280	20	2046	2046	114,286	7,749	122,034	
					11/1/2046	114,286		2,583	2,583	116,869	(6)		2047					

				5/1/2047		4.52%			(6)	21	2047	2047	114,286	2,583	116,869
--	--	--	--	----------	--	-------	--	--	-----	----	------	------	---------	-------	---------

City of Barre						
5/14/2025						
5R -- Cash Flow						
Fiscal Year	Total TIF Revenue (from Increment)	Previous Debt Service*	Bond #1 Debt Service	Related Costs	Annual Surplus (Deficit)	Cumulative Surplus (Deficit)
Balance:	\$700,000					
2025	\$371,421	\$143,541	\$0	\$30,000	\$897,880	\$897,880
2026	\$379,778	\$141,024	\$34,714	\$80,000	\$124,040	\$1,021,920
2027	\$388,323	\$138,380	\$220,183	\$130,000	(\$100,240)	\$921,681
2028	\$397,060	\$135,626	\$215,017	\$31,212	\$15,205	\$936,886
2029	\$405,994	\$132,783	\$209,851	\$31,836	\$31,523	\$968,409
2030	\$457,958	\$129,870	\$204,686	\$32,473	\$90,929	\$1,059,338
2031	\$468,262	\$126,746	\$199,520	\$33,122	\$108,873	\$1,168,212
2032	\$478,798	\$123,394	\$194,354	\$33,785	\$127,265	\$1,295,477
2033	\$489,571	\$119,953	\$189,189	\$34,461	\$145,969	\$1,441,445
2034	\$500,586	\$116,424	\$184,023	\$35,150	\$164,989	\$1,606,435
2035	\$511,849	\$112,829	\$178,857	\$35,853	\$184,310	\$1,790,745
2036	\$523,366	\$109,190	\$173,691	\$36,570	\$203,915	\$1,994,659
2037	\$535,142	\$105,424	\$168,526	\$37,301	\$223,891	\$2,218,550
2038	\$547,182	\$101,552	\$163,360	\$38,047	\$244,223	\$2,462,773
2039	\$559,494	\$97,680	\$158,194	\$38,808	\$264,811	\$2,727,584
2040	\$0	\$93,808	\$153,029	\$171,532	(\$418,369)	\$2,309,216
2041	\$0	\$89,936	\$147,863	\$40,376	(\$278,175)	\$2,031,041
2042	\$0		\$142,697	\$41,184	(\$183,881)	\$1,847,160
2043	\$0		\$137,531	\$42,007	(\$179,539)	\$1,667,621
2044	\$0		\$132,366	\$42,847	(\$175,213)	\$1,492,408
2045	\$0		\$127,200	\$43,704	(\$170,904)	\$1,321,504
2046	\$0		\$122,034	\$44,578	(\$166,613)	\$1,154,891
2047	\$0		\$116,869	\$45,470	(\$162,339)	\$992,553
2048	\$0		\$0	\$200,977	(\$200,977)	\$791,575

City of Barre		
5/14/2025		
Annual Inflation		2%
5S -- Related Costs		
Fiscal Year	Related Cost Description	Related Cost Amount
	Total:	\$ 1,331,295
2025	Sullivan Powers & Co. annual audit. District admin. Substantial change prep.	\$ 30,000
2026	Sullivan Powers & Co. annual audit. District admin. Substantial change. TIF vote support (PR).	\$ 80,000
2027	VT State Auditor's scheduled audit. Sullivan Powers & Co. annual audit. District admin.	\$ 130,000
2028	Sullivan Powers & Co. annual audit. District admin.	\$ 31,212
2029	Sullivan Powers & Co. annual audit. District admin.	\$ 31,836
2030	Sullivan Powers & Co. annual audit. District admin.	\$ 32,473
2031	Sullivan Powers & Co. annual audit. District admin.	\$ 33,122
2032	Sullivan Powers & Co. annual audit. District admin.	\$ 33,785
2033	Sullivan Powers & Co. annual audit. District admin.	\$ 34,461
2034	Sullivan Powers & Co. annual audit. District admin.	\$ 35,150
2035	Sullivan Powers & Co. annual audit. District admin.	\$ 35,853
2036	Sullivan Powers & Co. annual audit. District admin.	\$ 36,570
2037	Sullivan Powers & Co. annual audit. District admin.	\$ 37,301
2038	Sullivan Powers & Co. annual audit. District admin.	\$ 38,047
2039	Sullivan Powers & Co. annual audit. District admin.	\$ 38,808
2040	VT State Auditor's scheduled audit. Sullivan Powers & Co. annual audit. District admin.	\$ 171,532
2041	Sullivan Powers & Co. annual audit. District admin.	\$ 40,376
2042	Sullivan Powers & Co. annual audit. District admin.	\$ 41,184
2043	Sullivan Powers & Co. annual audit. District admin.	\$ 42,007
2044	Sullivan Powers & Co. annual audit. District admin.	\$ 42,847
2045	Sullivan Powers & Co. annual audit. District admin.	\$ 43,704
2046	Sullivan Powers & Co. annual audit. District admin.	\$ 44,578
2047	Sullivan Powers & Co. annual audit. District admin.	\$ 45,470
2048	VT State Auditor's scheduled audit. Sullivan Powers & Co. annual audit. District admin.	\$ 200,977



City of Barre, Vermont

6 N. Main St., Suite 2
Barre, VT 05641
www.barrecity.org

R. Nicolas Storellicastro
City Manager
(802) 476-0241
citymanager@barrecity.org

June 6, 2025

To Vermont Economic Progress Council Board and Staff:

The City of Barre is pleased to submit a Substantial Change application for an affordable housing project, known as the Stevens Branch Apartments, in the heart of the Barre TIF District.

The City Council held a meeting on May 20, 2025 to get an overview, and at subsequent public hearing and Council meeting on June 3, 2025 approved the materials and authorized the submission of the Substantial Change application to VEPC.

The Council finds that the 32-unit affordable housing project and the associated infrastructure to be consistent with the economic development goals of the City and the original TIF District application, despite being a project outside of the original scope of the planned development.

As a result of the devastating flood of 2023, where hundreds of homes were damaged and approximately 30 will be bought out by FEMA, the City Council approved a plan to seek letters of interest to develop housing on a sparsely-used downtown parking lot. That initiative resulted in the February 2024 submission by Downstreet, Evernorth, and DEW of what ultimately became this project. This project will restore much-needed, flood-proof housing in the heart of Barre. This project has already been a model for other flood-safe development in Barre, as we are currently engaged with Downstreet to build 4-5 shared-equity homes on Wobby Park

We respectfully request consideration of this Substantial Change Request and to meet with you at the July board meeting.

Thom Lauzon
Mayor, City of Barre

Nicolas Storellicastro
City Manager, City of Barre

PUBLIC HEARING NOTICE
Tax Increment Finance District Substantial
Change Request

Tuesday, June 3, 2025

6:30 PM

Barre City Council Chambers
Barre City Hall, 6 N. Main Street

This public hearing is in accordance with Tax Increment Finance (TIF) Rule Sec. 1003.2.

History of Barre City TIF District, and the proposed Substantial Change Request:

- The terms are used as defined in Tax Increment Finance (TIF) Rule adopted May 6, 2015.
- Barre City TIF district plan was submitted to VT Economic Progress Council (VEPC) in October 2012. The plan was approved by VEPC on December 13, 2012. The primary focus of the plan was public parking and pedestrian improvements necessary to support private development within the designated TIF district.
- First increment of debt in the amount of \$2.2M was approved by the voters on November 5, 2013. A bond anticipation note was secured on January 10, 2014. The bond was secured on August 11, 2015. Projects funded through the \$2.2M bond were completed in 2019.
- Due to the COVID-19 pandemic impact on work patterns of businesses and employees in the TIF district, effects from 2023 and 2024 flooding events, and state-wide changes in housing needs, the City of Barre is seeking to adjust the focus of the TIF District Plan to support housing development in the TIF District. The City will seek to secure a bond not to exceed \$2.6M for infrastructure improvements in the Rinker, Campbell, and Campbell Place parking lots in support of Downstreet Housing and Community Development's construction of a 32 unit housing complex in that area. The housing project is tentatively known as Stevens Branch Apartments. Public participation in the project will include hazardous waste remediation; water, wastewater, storm water system installations; sidewalks, parking and pedestrian improvements. This will bring the total district debt incurred to \$4.7M. The approved TIF District Plan allows total debt up to \$12.5M. The actual amount of debt will be determined by the development agreement between the City of Barre and Downstreet, and will be approved by the voters as a special election. The debt will be carried in a 20-year bond, with TIF increment covering all costs associated with debt principal and interest payments for the life of the bond.

- Bond funds will be used to cover related costs associated with the housing project including legal fees, consultant fees, real estate transactions, and advertising. Project-specific related costs are estimated at \$50,000.
- There is no anticipated interfund borrowing.
- Depending on the timing of the bond vote, when funds are needed to perform the infrastructure work, and when the next cycle of Vermont Bond Bank applications are being accepted, the City of Barre may use a Bond Anticipation Note as interim financing. Local financial institutions would be invited to submit a proposal for a one-year BAN, and the City would enter into an agreement with the financial institution that offers the best terms for such a loan. All costs associated with a BAN would be carried by the TIF Increment Fund until reimbursed to the Increment Fund by the bond upon securing the bond.
- The Stevens Branch Apartments project includes both public and private components. The public components include providing the building site; remediation of hazardous materials; installation of water, wastewater, and storm water systems; sidewalk, parking lot and pedestrian improvements in the adjoining areas. The private components include construction of a 32-unit affordable housing complex consisting mix of studios, 1-bedroom, 2-bedroom and 3-bedroom units on five floors. The City's public infrastructure will be funded 100% with TIF debt.
- The parcels upon which the project is being constructed are currently municipally-owned, and tax exempt. The estimated assessment for the finished building is \$1.3M, of which all will be considered increment. Due to Act 181 (2024), which provided tax exemption for new housing developments for a period of 3 years, the property will not begin generating increment until three years after completion. This is taken into consideration in the projected finance plan, and there is a sufficient balance in the TIF Increment Fund to carry debt service and related costs until the project begins generating increment.
- If the tax increment received by the municipality from any property tax source (education or municipal) is insufficient to pay the principal and interest on the debt, or other forms of District financing, in any year, for whatever reason, including a decrease in property value or repeal of the education property tax source, unless determined otherwise at the time of such repeal, the municipality shall remain liable for the full payment of the principal and interest for the term of indebtedness.

The public is invited to attend the hearing to hear the presentation and participate in the discussion. Following the hearing, the Barre City Council will approve submitting the Substantial Change Request to VEPC.

For additional information, please contact Carol Dawes, Barre City TIF Administrator, at TIFAdmin@barrecity.org.

Agenda Item #8-C May 20, 2025

City of Barre

Chapter 25 – CONDUCT IN PARKS AND PUBLIC SPACES

#2024-03

The City Council of the City of Barre, Vermont will hold a first reading on Tuesday, May 20, 2025 at 7:00 P.M. in the City Council Chambers to discuss the following revision to the Code of Ordinances, adding a new section Chapter 25 – Conduct in Parks and Public Spaces, and making conforming amendments, as follows:

The City Council of the City of Barre hereby ordains that the Code of Ordinances of the City of Barre, Vermont is hereby amended by adding a Chapter 25 – Conduct in Parks and Public Spaces, and amending Chapter 11 – Offenses and Miscellaneous Provisions, to read as follows:

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

CHAPTER 25 – CONDUCT IN PARKS AND PUBLIC SPACES

(Chapter amended Ordinance No. 2024-03)

ARTICLE I. GENERAL PROVISIONS

Section 25-1. Authority.

This ordinance is enacted pursuant to the authority granted to the City to promote the public health, safety, welfare and convenience contained in 24 V.S.A. §2291. This ordinance shall be a civil ordinance within the meaning of 24 V.S.A. Chapter 59, section 1971(b). The Council hereby expressly delegates its authority to issue a municipal ticket and/or a notice of trespass to any authorized City representative including any police officer of the Police Department in the exercise of their official duties.

Section 25-2. Purpose.

The purpose of this section is to establish boundaries on acceptable community conduct in parks and public spaces and enable an authorized representative of the City to issue a municipal ticket and/or notice of trespass and enforce that notice against an individual whose conduct is harmful, dangerous, illegal, or unreasonably disruptive, while recognizing the rights of individuals to engage in constitutionally protected activities on public or City-owned property at certain times, in certain places, and in certain manners. Further, this section empowers the City to police properties that have become a public nuisance by exhibiting a notorious atmosphere of criminal and other unacceptable conduct so elevated as to endanger the common public health, safety, welfare or convenience.

Section 25-3. Definitions.

As used in this chapter the following terms shall have the following meanings:

(a) “Boundaries on Behavior” means limitations on a person’s conduct such that the conduct is reasonable, not intimidating, not threatening, not unreasonably loud or disturbing and which prohibit the activities described in Section 25-5.

(b) “Curtilage” means the grounds and land on the parcel surrounding a building or facility extending to the property line.

(c) “Dangerous conditions” means a building code violation, or a high-risk building deficiency identified by the Fire Chief, the Zoning Administrator, or their designees.

(d) “Exigent Circumstances” means any situation in which the issuing City official or officer determines that a person presents an immediate and substantial threat or danger to the health, safety, or welfare of another person or the public in general.

(e) “Premises” means all buildings, interior portions of buildings, and exterior grounds and parking areas associated with the buildings referenced.

Section 25-4. Locations.

(a) Behavioral No Trespass Zones. There are hereby established certain areas or zones on public streets, sidewalks, parking areas, and City property where Boundaries on Behavior shall be enforced:

(1) To encourage a setting that is suitable for all ages without the need for parental guidance and without harmful behaviors for youth to see:

a. Areas within two hundred (200) feet of the curtilage of any public or private schools, youth clubs, and/or youth cultural organizations.

b. Areas within two hundred (200) feet of the curtilage of any public or private facilities that are frequented by youth under the age of 18 or other vulnerable populations as documented in the City Manager’s Office by application of the property owner or organization serving youth under the age of 18 or other vulnerable population.

c. All public parks, playgrounds, cemeteries, recreation facilities and parking lots.

(2) To encourage a setting that promotes the handling of money without fear of theft or solicitation, zones that are located within fifty (50) feet of the following features:

a. Automated teller machines.

b. Parking pay kiosks and meters.

c. Vending machines.

d. Gasoline pumps.

e. Entrances to businesses that have a chronic problem with theft or solicitation of their customers as documented in the City Manager’s Office by application of the property owner or business owner.

(3) To encourage a setting of public decorum and decency that is open, welcoming, and accessible to all members of the community. These areas include the following:

a. City Hall.

b. The Barre Opera House.

c. The Public Safety Building.

d. The Municipal Auditorium, Alumni Hall, and the BOR Arena.

e. Aldrich Public Library.

f. Other municipal or public facility premises that are documented in the City Manager’s Office by application of the responsible manager.

ARTICLE II. PROHIBITED BEHAVIORS

Section 25-5. Prohibited Behaviors.

(a) Prohibited Behaviors – Class A. The following behaviors are designated as Class A behaviors that are prohibited at the locations identified in Section 25-4:

(1) Possession, use, selling, or distribution of any regulated drug or drug paraphernalia.

(2) Activities or behavior that may result in injury or harm to any other person, including challenging another person to fight or engaging another person to fight.

(3) Directing a specific threat of physical harm against an individual or group of individuals.

(4) Engaging in sexual conduct or lewd behavior.

(5) Using City property, assets, or resources in a manner likely to cause personal injury or injury to other persons or property.

(6) Having been found liable for committing a Class B prohibited behavior three (3) or more times in any one (1) year period.

(b) Prohibited Behaviors – Class B. The following behaviors are designated as Class B behaviors that are prohibited at the locations identified in Section 25-4:

(1) Being under the influence of alcohol or a regulated drug.

(2) Possessing an open or unsealed container which contains an alcoholic beverage, or consuming or attempting to consume any alcoholic beverage, except as allowed at a City-approved event with a duly issued liquor license.

(3) Urination or defecation, other than through the proper use of designated bathroom facilities.

(4) Smoking or vaping any substance of any kind.

(5) Destroying, vandalizing, abusing, or damaging City property, assets, or resources or using them in a manner inconsistent with their intended use.

(6) Interfering with the free passage of people on a sidewalk, public street, parking area, facility entrance or hallway.

(7) Engaging in conduct that unreasonably disrupts or interferes with the normal operation of the facility, park, playground or unreasonably disturbs people using the facility, park, or playground, including but not limited to, conduct that involves:

(a) the use of abusive, profane, threatening, or harassing language or gestures;

(b) conduct that creates unreasonable noise; or

(c) conduct that consists of loud or boisterous physical behavior.

(8) Having been found liable for a Class C prohibited behavior three (3) or more times in any one (1) year period.

(c) Prohibited Behaviors – Class C. The following behaviors are designated at Class C behaviors that are prohibited at the locations identified in Section 25-4:

(1) Failing to abide by posted City rules.

(2) Failing to follow the reasonable direction of City staff related to a rule or policy.

(3) Leaving personal belongings unattended.

Section 25-6. Penalties.

(a) Class A Prohibited Behaviors. Any person that has committed a Class A prohibited behavior under this article shall have committed a civil offense and be subject to a fine of two hundred dollars (\$200.00) (with a one hundred dollar [\$100.00] waiver fee) per offense. City police officers are authorized to issue a Vermont municipal complaint for a violation of Section 25-5(a).

(b) Class B Prohibited Behaviors. Any person that has committed a Class B prohibited behavior under this article shall have committed a civil offense and be subject to a fine of fifty dollars (\$50.00) (with a twenty-five dollar [\$25.00] waiver fee) per offense. City police officers are authorized to issue a Vermont municipal complaint for a violation of Section 25-5(b).

(c) Class C Prohibited Behaviors. Any person that has committed a Class C prohibited behavior under this article shall have committed a civil offense and be subject to a fine of twenty-five dollars (\$25.00) (with a ten dollar [\$10.00] waiver fee) per offense. City police officers are authorized to issue a Vermont municipal complaint for a violation of Section 25-5(c).

(d) Trespass. In addition to any other penalties set forth in this section or otherwise permitted by law, a City police officer authorized under Section 25-1 may issue a notice of trespass to any person who has committed a Class A or Class B or Class C prohibited behavior in accordance with Section 25-7 to be in effect until certain conditions are met:

(1) All fines issued for prohibited behaviors to the individual have been paid in full; or

(2) All fines issued for prohibited behaviors to the individual have been waived by the Manager or their designee.

Section 25-7. Enforcement.

(a) Initial Conference. If an individual violates any prohibited behavior per Section 25-5, a City police officer may issue a municipal ticket and/or notice of trespass for a violation which was committed while on or within a location identified by Section 25-4. Prior to issuance, the issuing officer must ensure that the person to whom a municipal ticket and/or notice of trespass will be issued has been informed of the basis for the municipal ticket and/or notice of trespass and has been given an opportunity and a reasonable amount of time to change or address the underlying conduct. No verbal warning is required if the reason for the municipal ticket and/or notice of trespass is an accusation of serious harmful conduct such as arson, assault, harassment or a threat of such conduct or Class A prohibited behavior or if the conduct was observed after the fact through electronic surveillance.

(b) Service of Notice. The municipal ticket and/or notice of trespass must be hand-delivered to the person to whom it is issued by the police officer. The written notice of trespass and/or municipal ticket shall detail the basis for which the punishment was issued, the length of time for which the notice of trespass remains in effect or conditions required for it to be lifted, and the consequences for violating the terms of the notice of trespass; it shall also advise the recipient of the right to contest the municipal ticket and/or notice of trespass and the location at which to file the appeal.

(c) Once a notice of trespass has been issued, unless the notice has been stayed by receipt of an appeal or the notice has been overturned by a decision on appeal, a violation of the notice may be enforced pursuant to 13 V.S.A. § 3705 (a criminal violation). Unless the notice of trespass was issued for conduct involving violence, harassment, or threats of physical harm to an individual, enforcement pursuant to 13 V.S.A. §3705 may only commence with issuance of a citation and a request to leave the premises; however, arrest is permissible for refusal to leave the premises within a reasonable period after issuance of the citation.

Section 25-8. Appeals and Waivers.

(a) The recipient of a municipal ticket and/or notice of trespass may appeal the municipal ticket and/or notice of trespass by appealing, in writing, within seven (7) calendar days of issuance. The recipient may request a waiver at any time the fine is outstanding or the notice of trespass is in effect.

(b)Waiver Requests. An individual who has received a municipal ticket and/or notice of trespass may request a waiver from the Manager or their designee to access the property for which the notice of trespass was issued for purpose of work, residence, access to government services, or the exercise of constitutional rights. The Manager or their designee shall have the authority to waive any waiver fees and/or the trespass notice if the recipient of the ticket or notice of trespass provides proof of completing an approved restoration plan which may include the individual entering an appropriate drug treatment or mental health support program; and/or completing a restorative justice process.

(c) Appeals. A written appeal shall include the appellant's name, address, phone number, and indicate whether a hearing is requested. No fee shall be charged for filing the appeal. The appeal shall be filed at the Manager's Office. Except for in exigent circumstances, any such appeal shall stay the operation of the notice of trespass beyond the day the appeal is filed, pending a hearing and/or written decision.

(d)Exigent circumstances. Under exigent circumstances, an appeal shall not stay the operation of the notice of trespass.

(e)Designated hearing panels. All appeals made under this article shall be heard by the Manager or their designee.

(f) Procedure. When an appeal is filed, the Manager or their designee shall meet to consider the appeal within ten (10) business days. If no hearing is requested, the Manager or their designee may consider any written submissions as part of their decision. If a hearing is requested, the appellant must be provided written notice of the date, time, and location of the hearing at least three (3) business days in advance. The Manager or their designee shall allow oral or written testimony and evidence from the appellant and the issuing officer. In reviewing the notice of trespass, the Manager or or their designee will utilize the preponderance of the evidence standard with the burden of proof on the charging official or their representative. The Manager or their designee shall issue a written decision within ten (10) business days of the hearing, unless otherwise extended by agreement. The Manager or their designee may extend the time period for hearing if the operation of the notice of trespass is stayed or if the appellant consents.

(g) Appeal Decisions. All appeal decisions by the Manager or their designee shall be final.

Section 25-9. Nuisance Properties.

(a) Nuisance Properties. A property may be designated a Nuisance Property when:

(1) The Police Department has been dispatched or caused to respond to the property four (4) or more times within the preceding twelve (12) month period for any incident involving a criminal offense including but not limited to disturbing the peace, trespassing, assault, noise disturbance, disorderly conduct, harassment, resident dispute, threatening behavior, intoxicated person, and drug-related activity; or

(2) The Health Officer and Zoning Administrator collectively have received four (4) or more valid complaints about the property within the preceding twelve (12) month period for noxious, noisome, unsanitary, hazardous, or Dangerous conditions.

(b) Designation. The Manager or their designee may consider evidence and designate a property as a Nuisance Property upon the recommendation of the Police Chief, Health Officer, or Zoning Administrator. Designation as a Nuisance Property may be stayed if the property owner agrees to enter into a management agreement with a timeline to address the underlying issues causing the police responses or valid complaints that is approved by the Manager or their designee. Failure to comply with the approved management agreement may result in the property being designated as a Nuisance Property.

(c) Notification. The Manager or their designee shall notify the owner of a property that has been designated a Nuisance Property in writing by certified mail or by hand. Such notification shall:

(1) List the specific address of the property that has been designated a Nuisance Property;

(2) List the number of police responses or valid complaints which have occurred on the property within a twelve (12) month period;

(3) Inform the property owner of the intention to impose charges to recover the cost of public safety expenses related to that property for the preceding twelve (12) month period and for each subsequent response or valid complaint until the property no longer meets the definition of a Nuisance Property; and

(4) Inform the property owner of the appeal process.

(d) Cost of Public Safety Response. The Police Chief, Health Officer, and Zoning Administrator shall keep an accurate record of the cost of responding to the Nuisance Property and forward that record to the Manager's office.

(e) Penalties. The Police Department is hereby authorized and empowered to issue a municipal ticket violation to the property owner of a Nuisance Property for the costs the City of Barre has incurred for its Police Department, Health Officer, and Zoning Administrator response. The maximum amount of such municipal ticket violation shall not exceed \$800.00 per offense/violation. The Waiver Fee for any municipal ticket issued in conjunction with a Nuisance Property shall be two-thirds (2/3) of the amount of the ticket. The property owner is responsible for payment of the ticket and fine in full within thirty (30) days of receiving the municipal ticket. All amounts collected by the City shall be deposited in the general fund. Any unpaid fines or orders of the Judicial Bureau, including interest and collection costs, shall be subject to civil contempt proceedings in the Judicial Bureau and/or a collection suit in superior court and foreclosure action against the property owner on any judgment order issued by the Judicial Bureau or Court.

(f) Appeal. The property owner of a designated Nuisance Property may, within seven (7) days of receipt of the notification as a Nuisance Property, appeal the decision to assess costs by request, in writing to the Manager or their designee. The written appeal shall include the appellant's name, address, phone number, and indicate whether a hearing is requested. All appeals made under this article shall be heard by the Manager or their designee. When an appeal is filed, the Manager or their designee shall meet to consider the appeal within ten (10) business days. If no hearing is requested, the Manager or their designee may consider any written submissions as part of their decision. If a hearing is requested, the appellant must be provided written notice of the date, time, and location of the hearing at least three (3) business days in advance. The Manager or their designee shall allow oral or written testimony and evidence from the appellant and the issuing official or officer. In reviewing the notice of designation, the Manager or their designee will utilize the preponderance of the evidence standard with the burden of proof on the charging official or their representative. The Manager or their designee shall issue a written decision within thirty (30) business days of the hearing, unless otherwise extended by agreement. The decision may dismiss some or all the costs and/or impose conditions for dismissal. All appeal decisions by the Manager or their designee shall be final.

Section 25-10. Applicability with other ordinances.

(a) To the extent the provisions, fines, and penalties of this Chapter conflict with the any such provision, fines, and penalties in other Chapters, this Chapter shall prevail.

Chapter 11 – OFFENSES AND MISCELLANEOUS PROVISIONS shall be amended to read as follows:

Section 11-7. Unreasonable Noise.

(d) Prohibited noise

(1) General prohibition. It shall be unlawful for any person or persons to make or cause to be made, assist in making, continue or allow to be continued any unreasonable noise. Any such noise shall be considered to be a noise disturbance and a public nuisance and shall be considered a civil violation of this ordinance. **To the extent any person makes unlawful noise consistent with the provisions of Chapter 25, such person shall be subject to the penalties in such Chapter.**

Sec. 11-8. Certain actions in public places prohibited.

~~[No person shall play ball or shall practice in any street or public place any amusement having a tendency to injure or annoy persons therein, or to endanger the security of property.]~~ No person shall place graffiti or other markings (unauthorized writing or drawing on a public surface that is a criminal act of vandalism) upon any fence, building or other public place within the city. **To the extent any person unlawfully places graffiti or other markings consistent with the provisions of Chapter 25, such person shall be subject to the penalties in such Chapter.**

An exception can be street art, or graffiti art, as approved by the City Council, such as an art installation supported by the Public Art Committee, or mural as approved by the Development Review Board.

Section 11-13. Liquor Control.

(d) General provisions. This ordinance is meant to compliment or amplify any applicable state or federal regulations, laws, statutes, ordinances or conditions.

(1) Alcohol Consumption or Possession in Public Places

(a) Prohibitions. Except as authorized in subsections (b) and (c) hereof:

(i) No person shall have constructive or actual possession of an open beverage container in any public place or in any motor vehicle located in a public place.

(ii) No person shall consume the contents of an open beverage container in any public place or in any motor vehicle in a public place.

(iii) To the extent any person unlawfully possesses an open or unsealed container which contains an alcoholic beverage, or consumes or attempts to consume any alcoholic beverage consistent with the provisions of Chapter 25, such person shall be subject to the penalties in such Chapter.

Section 11-16. Trespassing in City Parks, Playgrounds, Recreation and Smoke-Free Areas.

(h) To the extent any person engages in unlawful activity in City parks, playgrounds, recreation and smoke-free areas consistent with the provisions of Chapter 25, such person shall be subject to the penalties in such Chapter.

Section 11-18. Unlawful Trespass.

It shall be unlawful for a person who, without legal authority or the consent of the person in lawful possession, enters or remains on any land or in any place as to which notice against trespass is given by:

- (a) Actual communication by the person in lawful possession or his agent or by a law enforcement officer acting on behalf of such person or his agent: or
- (b) Signs or placards so designed and situated as to give reasonable notice.

(c) To the extent any person unlawfully trespasses consistent with the provisions of Chapter 25, such person shall be subject to the penalties in such Chapter.

Section 11-19. Disorderly Conduct.

It shall be unlawful for a person who, with the intent to cause public inconvenience, or annoyance or recklessly creating a risk therefore:

- (a) Engages in fighting or in violent, tumultuous or threatening behavior; or
- (b) Makes unreasonable noise; or
- (c) In a public place uses abusive or obscene language; or
- (d) Without lawful authority, disturbs any lawful assembly or meeting or persons; or
- (e) Obstructs vehicular or pedestrian traffic.

To the extent any person engages in unlawful disorderly conduct consistent with the provisions of Chapter 25, such person shall be subject to the penalties in such Chapter.

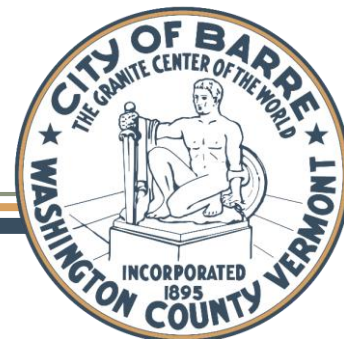
BARRE CITY FLOOD RESILIENCY PLAN UPDATE PROCESS

MAY 20, 2025



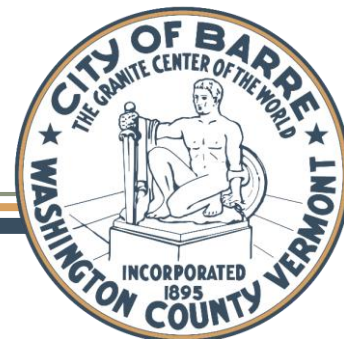
BACKGROUND

- Barre City Flood Resiliency Plan adopted on November 12, 2024
- As laid out in the plan:
 - "Every six to twelve months, Council will conduct a full review of the plan, making updates and revisions as necessary. Any projects fully completed will be moved out of the plan and replaced with necessary projects from the “future projects” section. Review will also include removing projects that no longer benefit the City or do not pursue the right strategic direction for the City."



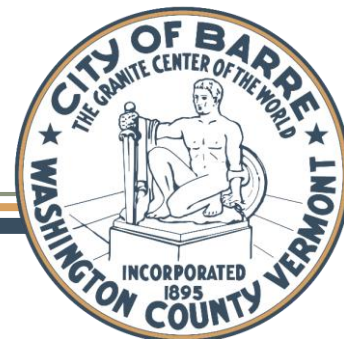
TIMELINE FOR UPDATES

- May 6, 2025: review previous flood plan updates
- May 19 – 30, 2025: public comment, including meetings & survey feedback
- May 20, 2025: review update process with Council
- June 3, 2025: review proposed changes to plan
- June 17, 2025: adopt updated plan



UPDATE DISCUSSION

- What do we consider "done"?
 - Project is well under way but still has some hurdles (DPW garage)
 - Key elements of the project as named have been completed but we could do more (resident education)
 - Project is in the process of execution (Seminary Street housing)



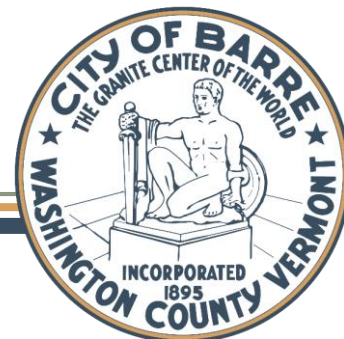
PUBLIC PROCESS

- May 20 – 24: meetings
 - Morning one-on-one availability at Foxy's, 7:30 – 9:00 am
 - Tentative evening event on June 4
- May 26 – 30: public survey
 - Publicly shared digital survey with opportunity for feedback
- City Council conversations on May 20 & June 3



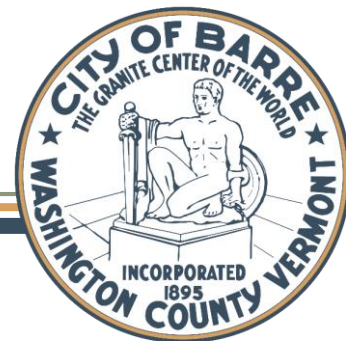
SUGGESTED STRUCTURAL CHANGES

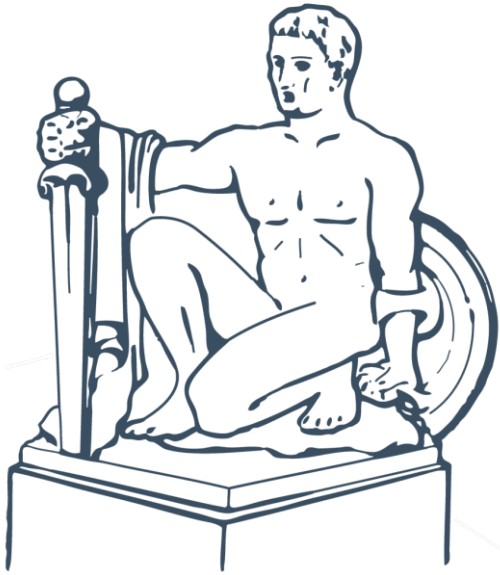
- Grading / Rubric System
 - Incorporate a rubric for prioritization of projects within the plan
 - Could include: urgency, funding outlook, feasibility
- More resources
 - Adding in significant additional resources to the end section
- "Polished" final version
 - Designed and more publicly shareable version of the plan



FUTURE PROJECTS?

- Any initial ideas for future projects to include?





THANK YOU

QUESTIONS/DISCUSSION?

WWW.BARRECITY.ORG



@BARRECITYVT

