

CITY OF VERGENNES, VERMONT
REGULAR MEETING of the CITY COUNCIL

March 28, 2023

5:30 p.m.

AGENDA

Remote Meeting Via Zoom

Join by Computer: <https://zoom.us/j/561577976>

Join by Phone: Dial: 1 (312) 626-6799

Meeting ID: 561 577 976

Meeting Password: 1234

1. Microphone Check
2. Call to Order
3. Pledge of Allegiance
4. Amendments to Agenda
5. Visitors
6. Approval of Minutes (3/14/23) and Warrant* (3/28/22)
7. Business
 - a) Request to appoint Michelle Eastman to serve as Grand Juror for a one-year term, ending March 2024. *
 - b) Request to appoint Nancy Ambrose to the Vergennes Parks & Recreation Committee for a one-year term, ending March 2024. *
 - c) Request for approval of a 1st and 2nd class liquor license from April 1, 2023, to March 31, 2024, for Bar Antidote/Hired Hand. *
 - d) Request to approve annual agreement for \$600.00 with Homeward Bound, Addison County's Humane Society re: stray dogs. *
 - e) Request to receive the March 14, 2023 report and findings of the Vergennes Planning Commission that the proposed amendments to the zoning and subdivision regulations are in conformance with the municipal development plan for the City of Vergennes, approved by the Vergennes City Council on May 24, 2022. *
 - f) Request to set a public hearing on the proposed amendments to the zoning and subdivision regulations at the Tuesday, April 25, 2023, City Council Meeting. *
 - g) Request to accept Vermont Community Development Program grant 07110-PG-2021-Vergennes C-15 for \$30,000, for predevelopment activities in support of an elevator, associated driveway and landscaping for Vergennes City Hall as part of the All Access Project of the Friends of Vergennes Opera House. *
 - h) Presentation of draft, 25-year lease agreement between the City of Vergennes and the Friends of the Vergennes Opera House, Inc. (FVOH) Gerianne Smart, President, Board of Director, FVOH **
 - i) Request to approve proposed changes to the Parks and Recreation Committee charge, last updated and adopted by the City Council, March 22, 2022. *

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- j) Update on 2023 season for Sam Fishman Memorial Pool including results of Aquatic Facility Analysis performed by Nationwide Aquatic Consulting, Inc. in November 2022. Martha DeGraaf, Recreation Coordinator. ***
 - k) Update on construction of new Salt Shed. ***
 - l) Update on proposed Maple Broadband lease and MacIntosh Park. ***
 - m) Request to approve policy for Infrastructure Improvement Fund, approved by voters on March 7, 2023. *
 - n) Continued discussion re: possible 2023 special election to seek voter approval of updated lease agreement with the Friends of Vergennes Opera House, proposed lease agreement with Maple Broadband, and establishment of city reserve funds not previously approved by voters. ***
- 8. City Manager Report
 - 9. Mayor's Report
 - 10. Executive session regarding agreement with New England Police Benevolent Association Local 429 per 1 V.S.A. § 313(A)(1)(b) after making a specific finding that premature general public knowledge would clearly place the public body, or a person involved at a substantial disadvantage.
 - 11. Adjournment

*Decision Item

**Possible Decision Item

***Discussion Item

VERGENNES CITY COUNCIL DRAFT Meeting Minutes
REORGANIZATION MEETING
Tuesday, MARCH 14, 2023

COUNCIL MEMBERS/STAFF: Mayor Christopher Bearor, Deputy Mayor Dickie Austin, Alderman Cheryl Brinkman (Zoom), Alderwoman Jill Murray-Killon, Alderwoman Zoe Kaslow, Alderwoman Sue Rakowski, Alderman Ian Huizenga, City Manager Ron Redmond, City Clerk Penny Austin.

VISITORS: None

1. **Microphone Check:**
2. **Call to Order:** 5:35 PM
3. **Amendments to Agenda:** None
4. **Approval of Minutes (2/28/23).** Motion to accept minutes a written by Deputy Mayor Austin, seconded by Alderwoman Kaslow Vote: 7-0. Approved unanimously.
5. **Approval of Warrant (3/14/23).** Motion by Deputy Mayor Austin, second by Alderwoman Rakowski . Vote 7-0. Approved unanimously.
6. **Visitors:** None
7. **City Council Organization:**
 - a. Welcome to Mayor Chris Bearor and Alderwoman Cheryl Brinkman
 - b. Recognition of service to the City: Mathew Chabot and Mel Hawley. Matt brought a print from a local artist to give to Mayor Chris that Renny Perry gave to him when he became Mayor, and asked that he does the same to the next mayor.
 - c. City Council Organization:
 - i. Adoption of City Council meeting schedule through March 2024. Motion to approve by Alderwoman Rakowski, seconded by Alderwoman Kaslow. Approved unanimously.
 - ii. Election of Deputy Mayor. Alderwoman Kaslow nominated Deputy Mayor Austin to be the Deputy Mayor with Alderwoman Rakowski seconding. Approved unanimously.
 - iii. Adoption of Roberts Rules of Order for executive boards and committees which waives various formalities and calls for Mayor to vote on all motions. Alderwoman Rakowski made a motion to adopt as written with Alderwoman Murray-Killon seconding. Discussion ensued. Alderwoman Brinkman moved to amend the motion to state *Robert's Rules of Order Newly Revised*, latest edition with a second from Deputy Mayor Austin. Vote on amendment: 7-0. Approved unanimously. Vote on first motion: 7-0. Approved unanimously.
 - iv. Designation of Newspaper of Record. Motion by Deputy Mayor Austin to make the Addison Independent as the newspaper of record, seconded by Alderwoman Rakowski. Vote: 7-0. Approved unanimously.
8. **Business:**
 - a. Request for the approval of a one-year license (April1, 2023 to March 31, 2024) for the sale of liquor, tobacco, and tobacco substitutes for the following businesses:
 - i. KPH Drugs, Inc. (Kinney Drugs) 2nd Class Liquor License
 - ii. Brockton Corporation- (Shaw's) 2nd Class Liquor License, Tobacco License, and Tobacco Substitute
 - iii. Wesco, Inc.-(Champlain Farms) 2nd Class Liquor License, Tobacco License, and Tobacco Substitute

- iv. R.L. Vallee- (Maplefield's) 2nd Class Liquor License, Tobacco License, and Tobacco Substitute
 - v. Pork Squid, LLC- 1st and 3rd class Liquor License
 - vi. Moohah, Inc.- 1st and 3rd class Liquor License and Outside Consumption Permit
Alderwoman Rakowski made a motion to approve all with Alderman Huizenga seconding. Deputy Mayor Austin abstained as he is the Operations Director for Pork Squid and Moohah. Vote: 6-0 for Approval.
- b. Appointment of Alderwoman Cheryl Brinkman to the Addison County Solid Waste Management District Board of Supervisors for a one-year term ending in February 2024. Motion made by Deputy Mayor Austin to appoint with Alderwoman Rakowski seconding and Alderwoman Brinkman abstaining. Vote 6-0 to appoint.
 - c. Appointment of Alderwoman Rakowski to the Parks and Recreation Committee as City Council representative for a one-year term ending in March of 2024. Motion made by Alderwoman Kaslow to appoint with Deputy Mayor Austin seconding and Alderwoman Brinkman abstaining. Vote 6-0 to appoint.

Alderwoman Rakowski gave a pool update. Pool pumphouse motor in not repairable so will need new pump. Electrical Inspector Red-tagged our pool electrical wiring as we had exposed electrical lines.3. An insurance claim may cover some of the expenses above. These things are in addition to the planned upgrade to the drainage system.

- d. Amendment of appointment of Alderwoman Cheryl Brinkman to the Vergennes Planning Commission for a two-year term, August 1, 2022 to July 31, 2024, to now serve as a non-voting ex officio member per 24 VSA 4332.b. Motion to approve Deputy Mayor Austin, second from Alderwoman Rakowski with Alderwoman Brinkman abstaining. Vote: 6-0.
- e. Appointment of Alderwoman Cheryl Brinkman to the Energy Committee as City Council Representative for a one-year term ending in March of 2024. Motion made by Deputy Mayor Austin to appoint with Alderwoman Rakowski seconding and Alderwoman Brinkman abstaining. Vote 6-0 to appoint.
- f. Appointment of Sid Bosworth, Don Ferris, Al Harder-Hyde, Keith Morrill, Maggi Shadroui, Jeremy Francis, Grace Williams, to the City of Vergennes Energy Committee for a term ending March 2024 (per bylaws adopted by the Vergennes City Council, October 11, 2022.) Motion made by Deputy Mayor Austin to appoint with Alderwoman Kaslow seconding. Vote 7-0 to appoint.
- g. Request to apply for a Municipal Energy Resilience grant through the Vermont Agency of Administration, Buildings & General Services, for up to \$4,000 for energy resilience community capacity building, with no city match required. Motion made to approve the request by Alderwoman Rakowski seconded by Alderwoman Kaslow. Vote: 7-0 Approval.
- h. Discussion of Board and Committee vacancies. Board of Auditors (one vacancy); Board of Listers (2 vacancies); Grand Juror (one vacancy- letter of interest from Michelle Eastman received); Development Review Board (one vacancy); Parks & Recreation Committee (five vacancies). It was determined that we should add these to the City Website, City Facebook page and Front Page Forum with instructions to send letters of interest to the City Manager for review.
- i. Discussion of proposed changes to the Parks and Recreation
- j. Committee charge, updated and adopted by the City Council March 22, 2022. City Manager Redmond explained that with the advent of a full-time recreation coordinator, the recreation committee (which had ran the city's recreation activities and reported to the Council) can now

work directly with the Recreation Coordinator. Our Recreation Coordinator, Martha DeGraaf said she was okay with the changes. Edits to the charge were discussed. A final version will be presented at the next meeting for council approval.

- k. Appointment of Kathy Rossier, Ben Hatch, Julian Cesner, Tania Bolduc, Mike Daniels, Matt Hawes, Erin Wolcott, and Robyn Newton (as Addison Northwest School District representative) as members of the City of Vergennes Parks and Recreation Committee for a one-year term ending March, 2024 (per charge updated and adopted by the Vergennes City Council, March 22,2022). Motion made by Deputy Mayor Austin to appoint with Alderwoman Rakowski seconding. Vote 7-0 to appoint.
 - l. Council discussion of a possible 2023 special election to seek voter approval of:
 - i. proposed updated lease agreement between the City of Vergennes and the Friends of Vergennes Opera House.
 - ii. proposed lease agreement between the City of Vergennes and the Addison County Communications Union District a.k.a. Maple Broadband regarding the placement of telecommunications equipment on city property.
 - iii. iii. Certain city reserve funds (not previously approved by the voters), per 24 V.S.A. 2804.
City Clerk and City Manager to write up a proposal for this special election outlining the estimated cost, timeline for warnings and ballot configuration and present to the Council at the next meeting in March.
 - m. Discussion of policy for Infrastructure Improvement Fund, approved by voters on March 7, 2023. Further review and discussion of draft document. Pushed to next council meeting for further review and adoption.
 - n. City Council approval of City Manager’s appointment of Jason Ouellette as Chief of Police per 24 App. V.S.A. chapter 15, section 9(c). Deputy Mayor Austin moved to approve the appointment with Alderwoman Kaslow seconding. Approved unanimously.
- 9.** City Manager’s Report: Update on Portage Project sewer lines: 300 feet of sleeving of pipe is done taking only 12 hours. It went so well that they May use this process to upgrade some existing lines that need it.
- 10.** Mayor’s Report: Mayor Bearor spoke to Recreation Coordinator, Martha DeGraaf about using his \$1000 stipend from the City to purchase a picnic table for the pool made from recycled plastic. He also told us that he has others that would like to contribute to the cause as well. He is hoping to get enough for 4 tables.

Adjournment: Motion made by Deputy Mayor Austin to appoint with Alderwoman Rakowski seconding. Vote 7-0. Adjourned at 6:55 P.M.

03/24/23

City of Vergennes Accounts Payable

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02:05 pm

Check Warrant Report # 61866 Current Prior FY Invoices

Treasurer

All Invoices For Check Acct OF (General) 03/15/23 To 03/28/23

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AAP	ADVANCE AUTO PARTS	07411701 DPW- FUSE	3.24	0.00			
AAP	ADVANCE AUTO PARTS	07532363 DPW- OIL 10W30	7.35	0.00			
AAP	ADVANCE AUTO PARTS	07632388 DPW-BRUSH ON TAPE	8.74	0.00			
ANWSD	ADDISON NORTHWEST SCHOOL DISTR	QTR3 ED PMT FY 2023 3rd Qtr Ed Tax	814480.36	0.00	814480.36	7247	03/16/23
BARBMA	MARK BARBER	030723-REIMB REIMB - GAS FOR UNMRKD	20.16	0.00	20.16	7250	03/16/23
BC/BS	BLUE CROSS BLUE SHIELD OF VERM	158053812 APR2023HEALTHINS	29935.97	0.00			
CARGILL	CARGILL INCORPORATED	2908078636 DPW-CLEARLINE DEICER	4363.13	0.00			
CASELLA	CASELLA WASTE SYSTEMS INC	829532 DPW-WEEKLY TRASH	724.41	0.00			
CC	CONSOLIDATED COMMUNICATIONS	VPD-MAR23 VPD - MAR 23 PHONES	246.66	0.00			
CINTAS	CINTAS LOC. # 68M, 71M	4148381516 DPW- SHOP TOWELS	95.93	0.00			
COMCAST	COMCAST	MCDNGMAR23 MACDONOUGHDR ATTIC	111.95	0.00			
COMCAST	COMCAST	PD INT MAR23 PD - MAR '23 INTERNET	146.85	0.00			
COMCAST	COMCAST	PD MDM APR23 VPD MODEM APR 2023	104.85	0.00			
COMCAST	COMCAST	REISSUE-3601 REISSUE CK 3601-10/28/20	323.16	0.00	323.16	7285	03/24/23
DUBOIS&KI	DUBOIS & KING INC.	323095 VFD - BLDG ASSESSMENT	6750.00	0.00			
FORDCREDI	FORD MOTOR CREDIT COMPANY LLC	1773933 '20 FORD INTERCEPTOR PMT	10513.68	0.00			
GMPC	GREEN MOUNTAIN POWER CORPORATI	FEB23-SKTPK SKATEPARK-FEB2023	213.38	0.00			
GMPC	GREEN MOUNTAIN POWER CORPORATI	WWTP030723 WWTP-MAR 2023	3969.55	0.00			
GOVOS	GOVOS INC	869 KOFFILE MNTHLY SUBSCRIPTI	700.00	0.00			
HARTER	JILL HARTER	022823-REIMB REIMB - GAS FOR UNMRKD	18.00	0.00	18.00	7262	03/16/23
LHS	LHS ASSOCIATES INC	76412 BALLOT PRINTING/CODING	3040.80	0.00			
MADISON	MADISON NATIONAL LIFE INSURANC	1549229 APRIL2023 LIFEINSURANCE	701.86	0.00			
MITCHELLS	MITCHELL TEES & SIGNS INC	33347 VPD - TWILL CAPS & EMBRD	120.75	0.00			
MONAGHAN	MONAGHAN SAFAR DUCHAM PLLC	21072 LEGLSRV-GENERAL	1237.50	0.00			
MONAGHAN	MONAGHAN SAFAR DUCHAM PLLC	21073 UNION NEGOTIATIONS	202.50	0.00			
MRMIKES	MR MIKE'S CLEANING SERVICE INC	14172 VPD - HLDG CELL BIOCLEAN	165.00	0.00			
NBM	NATIONAL BANK OF MIDDLEBURY	PR-03/15/23 Payroll Transfer	6001.41	0.00	6001.41	E4050194	03/15/23
NBM	NATIONAL BANK OF MIDDLEBURY	PR-03/22/23 Payroll Transfer	6643.70	0.00	6643.70	E 782026	03/22/23
OVERHEAD	OVERHEAD DOOR COMPANY INC	15030628 VPD - GARAGE DOOR REPAIR	363.73	0.00			
PARROS	PARRO'S GUN SHOP INC	61151 VPD - WEAPONS PURCHASE	1180.00	0.00			
PITNEY	PITNEY BOWES GLOBAL FINANCIAL	1022701009 POSTAGE METER INK	182.58	0.00			
PURCHASE	PITNEY BOWES BANK INC PURCHASE	031023STMT FC-REFUND	-10.92	0.00			
RADIO	RADIO NORTH	24145021 VFD - REPROGRAM 6 RADIOS	250.00	0.00			
REVIZE	REVIZE LLC	15551 FY 24 WEBSITE HOSTING FE	1700.00	0.00			
SANEL	SANEL AUTO PARTS COMPANY INC	201708 DPW-ADAPTERS	15.38	0.00			
TAXPAYER	ROBERT & LAUREN BRICKNER-MCDON	BRICKNER-UBR SEWER REFUND - DOUBLE PM	150.00	0.00	150.00	7284	03/21/23
TAXPAYER	JENSEN, PETER R	JENSEN-INT&P JENSEN INTEREST & PENALT	26.68	0.00	26.68	7286	03/24/23
USABLUE	USA-BLUE-BOOK	287854 WW-PUMP/REPAIR KIT/CONES	930.77	0.00			
USBANKFD	US BANK	SRS2010/2018 VMBBVER252-INTEREST	8708.53	0.00			
VERIZON	VERIZON	9929885607 FEB-MAR '23 CELL PHONES	642.76	0.00			
VIKING-C	VIKING-CIVES (USA)	4523597 DPW-AIR VALVE/PARTS	120.09	0.00			
VTGAS	VERMONT GAS SYSTEMS	CH/FVOH MAR2 CH/FVOH HEATING FUEL	1038.31	0.00			
VTGAS	VERMONT GAS SYSTEMS	VFD MAR2023 VFD - HEATING FUEL	683.95	0.00			
VTGAS	VERMONT GAS SYSTEMS	VPD MAR2023 VPD - HEATING FUEL	400.21	0.00			
VTGAS	VERMONT GAS SYSTEMS	WW-MAR2023 WW - HEATING FUEL	779.07	0.00			
WBMASON	W B MASON CO INC	236821679 VPD - SCOTCH TAPE	32.99	0.00			
WBMASON	W B MASON CO INC	236822302 CH/VPD/WWTP - TOILET TIS	49.99	0.00			
WOODSGNS	WOOD & WOOD SIGNS INC.	9370DESIGN VERG DWNTN WAYFINDING	6418.75	0.00	6418.75	7287	03/24/23
WOODSGNS	WOOD & WOOD SIGNS INC.	9386DEPOSIT VERG DWNTN WAYFINDING	42500.00	0.00	42500.00	7287	03/24/23
WOODSGNS	WOOD & WOOD SIGNS INC.	9387DEPOSIT VERG DWNTN WAYFINDING	21250.00	0.00	21250.00	7287	03/24/23

03/24/23

City of Vergennes Accounts Payable

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02:05 pm

Check Warrant Report # 61866 Current Prior FY Invoices

Treasurer

All Invoices For Check Acct OF (General) 03/15/23 To 03/28/23

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
YIPES	YIPES AUTO ACCESSORIES	7948 VPD-123DB SPEAKER	424.27	0.00	-----	-----	--/--/--
Report Total			978,688.03	0.00	897,832.22	=====	=====

City Council

To the Treasurer of City of Vergennes, 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 \$ ***978,688.03.

Let this be your order for the payments of these amounts.

Michelle Sullivan Eastman
9 3rd Street
Vergennes, VT 05491
802-349-6370

March 10, 2023

City of Vergennes
120 Main Street
PO Box 35
Vergennes, VT 05491
802-877-2841

Dear Manager Redmond and the Vergennes City Council Members,

I would like to be considered as a candidate for the open position of Grand Juror for the City of Vergennes. Previous to Anne Humphrey, I held that position for several years and I'd be honored to hold it again.

I've lived in Vergennes most of my life and am proud to call this city my home. While my schedule does not currently allow for a more active position within the city, I still like to be connected.

It my understanding that while there is no pay or compensation of any kind for this position, there are also no duties at this time and that this position must only be filled due to our city's charter.

I look forward to hearing from you about this matter and if appointed will be available for swearing in right away.

Thank you for your consideration.

Sincerely,



Michelle Sullivan Eastman

From: Kathy Rossier <rossierk@gmail.com>
Sent: Wednesday, March 15, 2023 10:28 AM
To: Ron Redmond <manager@vergennes.org>
Cc: Nancy Ambrose <nambrose@anwsd.org>
Subject: interested community member

Hi Ron,

I received the following correspondence from Nancy indicating her desire to serve on the Recreation Committee. Could her name be presented to the city council for approval at their next meeting?

Hello,

My name is Nancy Ambrose and I am a long time resident of Vergennes. I have taught at Vergennes Union High School for the last 43 years and will retire in June. I am excited to join the recreation committee. I would like to help continue the work on all the wonderful activities and projects the committee has been working on. I am a big advocate for offering healthy activities for all ages. Over the last few years, I have enjoyed water aerobics at the pool and playing pickleball at the tennis courts. I am looking forward to meeting the committee and getting involved in this work.

Thank you,
Nancy Ambrose
Vergennes Resident



March 10, 2023

City of Vergennes
Ron Redmond
PO Box 35
Vergennes, VT 05491

Dear Ron,

We are grateful for your continued engagement with Homeward Bound to address the problem of dogs running at loose and we are pleased to continue a contractual relationship for the acceptance of stray dogs from your town. We have sent the contract for renewal to the attention of the Town Clerk.

The partnership between Addison County towns and Homeward Bound is critical to improving animal welfare and addressing animal-related problems in our county. I would welcome the opportunity to attend a Selectboard meeting to hear about your concerns and see if there are opportunities for us to collaborate. I will follow up with you in the next few weeks and look forward to the opportunity to share information about our programs and services.

Sincerely,

A handwritten signature in black ink, appearing to read 'JD' or similar initials, written in a cursive style.

Jessica Danyow
Executive Director

P.S On March 25th and April 8th, we are holding rabies clinics at the shelter at 236 Boardman Street from 10am-12pm. There is no appointment necessary. The cost is \$15/per animal (exact change or check - no cards). Cats and dogs welcome. We ask that pet owners have cats in carriers and dogs on leashes.

2023-2024 CONTRACT FOR ANIMAL HOLDING FACILITY

This contract made on 3/28/23 by and between the ^{City} Town of Verennes, Vermont hereinafter called the "TOWN" and Homeward Bound, Addison County's Humane Society, Middlebury, Vermont, hereinafter called "HOMEWARD BOUND".

HOMEWARD BOUND and the TOWN agree to the following beginning April 1, 2023 and ending March 31, 2024 for the holding and disposition of stray dogs: (Please circle desired option)

Option 1

- ❖ The TOWN agrees to pay \$450 in full with the returned contract plus \$75.00 per stray dog after the first three dogs. HOMEWARD BOUND will bill the TOWN via quarterly invoice. This invoice will include the date the dog was accepted and the amount due.

Option 2

- ❖ The TOWN agrees to pay a flat rate of \$600 with no charge per stray dog and no limit as to the number of stray dogs the TOWN may bring to HOMEWARD BOUND.

The purpose of this contract is to:

- *Provide a safe haven for stray dogs and support towns in addressing free-running dogs*
- *Support responsible pet ownership among the citizens of Addison County through incentivizing town registration*
- *Increase the rate of rabies-vaccinated dogs in Addison County*

HOMEWARD BOUND will accept stray, domestic canine animals from the TOWN. This CONTRACT **does not** provide for any holding period for dogs seized by the town due to town violations or for rabies observation. This contract is limited to stray dogs from the TOWN.

Stray dogs may be brought to HOMEWARD BOUND by the Animal Control Officer or any resident of the town. Upon receiving a dog, Homeward Bound will hold the dog five (5) business days and will make reasonable efforts to identify the owners. If the owners are identified, HOMEWARD BOUND will attempt to contact the owners to inform them of the status of their dog. Any dog not claimed within the five (5) business days will be considered abandoned and HOMEWARD BOUND may use its discretion to release or otherwise dispose of the dog.

If the owner seeks to reclaim their dog, Homeward Bound requires the owner provide proof of current rabies vaccine and town license. If the owner is unable to provide proof of current rabies vaccination, Homeward Bound vaccinate and release the dog to the owner after vaccination. If the owner provides proof of vaccination but is unable to provide proof of a current town license, HOMEWARD BOUND will release the dog to its owner upon receipt of a \$100 deposit. Within 5 business days, the owner must submit proof of

having acquired a current town license, whereupon HOMEWARD BOUND shall return the deposit to the owner. If the owner does not submit proof of a license within 5 business days of the date of release of the dog, the owner shall forfeit the deposit to HOMEWARD BOUND. If the owner provides proof of current rabies vaccination and town licensure, HOMEWARD BOUND shall release the dog immediately.

In any case, the owner will be subject to the following charges/fees as applicable:

- a. Town Fee (as indicated by Animal Control Officer on Intake Form). This fee will be forwarded to the TOWN by HOMEWARD BOUND
- b. HOMEWARD BOUND'S Impound Fee;
- c. HOMEWARD BOUND'S Daily Boarding Fee;
- d. HOMEWARD BOUND'S Rabies Vaccine Fee; and
- e. HOMEWARD BOUND'S Parasite Treatment Fee

HOMEWARD BOUND will provide the TOWN'S Animal Control Officer/Police Officer with 24-hour access to the building to allow for immediate available sheltering of the stray dog. All TOWN or Law Enforcement personnel who desire to have 24 hour access to the facility must be trained by HOMEWARD BOUND regarding proper procedures and protocols. In exchange for this access, the TOWN'S Animal Control Officer/Police Officer is responsible for placing the dog in a kennel, providing appropriate bedding and food/water (provided by HOMEWARD BOUND), completing the necessary paperwork, and following the requests of HOMEWARD BOUND regarding facility procedures. HOMEWARD BOUND agrees to reserve one kennel at all times for the immediate sheltering of stray dogs and will be responsible for the feeding, cleaning, and daily care of the dog.

The TOWN will inform HOMEWARD BOUND immediately if any change occurs in the Animal Control Officer. HOMEWARD BOUND will provide the access code to new personnel upon receiving the approved training at the facility.

This CONTRACT is subject to renewal on an annual basis with the approval of both parties. Either party can terminate the CONTRACT, by written notice specifying reasons for termination. Such termination will be effective sixty (60) days from the date such written notice was received. A certified mail return receipt shall be used to determine proof of receipt should a question arise. A refund will be given on the determination of the HOMEWARD BOUND Executive Director.

The parties hereby have approved and executed this agreement:

Jessica Danyow Date
Executive Director
Homeward Bound: Addison County's Humane Society

Authorized Signature Date
Town of _____

Please return this form with the name and best contact number/information for your current Animal Control Officer and return to us in the envelope provided. Upon receipt of this information we will contact the Animal Control Officer and schedule a time for them to come to the shelter for training and to receive the new keyless entry access code.

PLEASE NOTE: The access code will be changed effective May 1, 2023 and your ACO will not have access unless they have scheduled time to meet with Homeward Bound staff.

.....

Town of _____

Name of Animal Control Officer:

Best contact phone: _____

For Homeward Bound use only:

Meeting scheduled for: _____

Code shared: _____

To: Chair, Ferrisburgh Planning Commission
Chair, Panton Planning Commission
Chair, Waltham Planning Commission
Adam Lougee, Executive Director,
Addison County Regional Planning Commission
Agency of Commerce and Community Development
Department of Housing and Community Affairs

From: Shannon Haggett, Vergennes Planning Commission, Chair

Date: March 14, 2023

Re: Report on the proposed amendments to the Vergennes Zoning and Subdivision
Regulations

Statement of Purpose

The Vergennes City Council adopted the municipal development plan for the City of Vergennes on May 24, 2022. The purpose of the proposed amendments to the zoning and subdivision regulations is to bring them into conformance with the municipal development plan and make other minor amendments.

Findings

The Planning Commission finds that the proposed amendments to the zoning and subdivision regulations conform with or furthers the goals and policies contained in the municipal development plan including the effect on the availability of affordable housing.

The Planning Commission finds that the proposed amendments to the zoning and subdivision regulations are compatible with the proposed future land uses and densities of the municipal plan.

The Planning Commission also finds that he that the proposed amendments to the zoning and subdivision regulations carry out, as applicable, any specific proposals for any planned community facilities.

ARTICLE XVI: ZONING DISTRICT REGULATIONS

Section 1603. Historic Neighborhood District “HN”

A. Definition/Purpose

The purpose of the Historic Neighborhood District (HN) is to distinguish our city’s older neighborhoods and protect their historic value and integrity while permitting future residential development and redevelopment that is compatible with the existing historic character and development patterns of the area. Development and redevelopment shall uphold and respect the character-defining features and historic integrity of homes in this district including small lots, short setbacks and yard depths, and tree lined sidewalks. Commercial activity is not preferred in this district but may be considered as long as it fits within the character of the neighborhood and does not interfere with the quality of residential life in this district.

B. Permitted Uses

1. One-household Dwelling.
2. Two-household Dwelling.

C. Conditional Uses

1. Bed and Breakfast.
2. Boarding or Rooming House.
3. Child Care Facility.
4. Community Center.
5. Medical Services Facility.
6. Multiple-household Dwelling.
7. Nursing Home.
8. Professional Residence-Office.
9. Recreation, Outdoor.

The general and specific standards designated in § 803 and specified in these regulations shall be required for any proposed conditional use under this section. The permitted uses and those subject to conditional use review shall be subject to all standards and regulations set forth in § 1603.

D. Dimensional Standards

HN	One Household	Two Household	Multiple Household	Non-Residential Uses
Minimum lot size	7,500 7,000 sq. ft	3,750 sq. ft./unit	4,000 sq. ft./unit	10,000 sq. ft.
Lot frontage minimum	60 feet	60 feet	60 feet	60 feet
Lot depth minimum	99 feet (6 rods)	99 feet (6 rods)	99 feet (6 rods)	99 feet (6 rods)
Front yard minimum	0 feet	0 feet	0 feet	0 feet
Rear yard minimum	5 feet	5 feet	5 feet	5 feet

ARTICLE XVI: ZONING DISTRICT REGULATIONS

Side yard minimum	5 feet	5 feet	5 feet	5 feet
Coverage maximum	100%	100%	100%	100%
Building height maximum	35 feet	35 feet	35 feet	35 feet
Accessory structure height maximum	24 feet	24 feet	24 feet	24 feet

E. General Regulations

Planned Unit Development (PUD) shall be required for multiple-household dwellings, except for conversion of existing one-household dwellings. Site plan review shall be required for all uses other than one-household and two-household dwellings. For flood hazard areas, see § 1615 of these regulations.

F. Specific Standards

The following standards shall be applicable to all new construction, reconstruction, enlargement, exterior alterations, additions, demolition, major landscape and site work, or signage within the Historic Neighborhood District. These standards do not apply to interior alterations that do not affect the exterior of the structure, customary maintenance and repair that does not affect the design of the structure, and routine landscaping. These standards are intended to assist the Board, property owners, and developers with the preliminary planning, design, and evaluation of proposals and approval of projects. The “shall” and other similar definitive statements indicate mandatory requirements and offer no flexibility unless choices are provided within the statements themselves. All projects must include these mandatory requirements as described. However, statements that use the word “should” or “encourage” shall be applied, but with some flexibility in accordance with the municipal plan. Such statements indicate that the Board is open to design features that are equal to, or better than, those recommended - so long as the intent is satisfied. The applicant assumes the burden of proof to demonstrate how a proposed design meets the standards, and determination will be made by the Board.

1. A building or premises shall be utilized only for the uses permitted in this district. Buildings should not be converted from a residential to commercial use unless it fits within the character of the neighborhood and does not interfere with the quality of residential life in this district.

GRANT AGREEMENT RESOLUTION - SINGLE GRANTEE

Form PM-1

WHEREAS, the (check one) [] Town [] City [] Village of _____ has applied for funding under the Vermont Community Development Program, as provided for in 10 VSA Ch. 29, and has received an award of funds under said provisions; and

WHEREAS, the Agency of Commerce and Community Development has tendered a Grant Agreement # _____ to this municipality for said funding:

Now, THEREFORE, BE IT RESOLVED as follows:

- 1) that the legislative body of this municipality accepts and agrees to the terms and conditions of said Grant Agreement;
- 2) that (Name) _____ Title _____ is hereby designated as the person with overall Administrative responsibility for the VCDP activities related to this Grant Agreement; and
- 3) that (Name) _____ Title _____ who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, hereby designated as the Authorizing Official (AO) to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

Passed this _____ day of _____, _____.

LEGISLATIVE BODY

(Typed Name)

(Signature)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For Agency Use:

Processed By: _____ Date: _____

FVOH LEASE DATED November 6, 2003. Retyped by Gerianne Smart on 9/27/14 for editing by attorney Hobart Popick, revised June 2022 by Allison Rimmer and Erin Roche to propose to FVOH Board. Additional edits made by Allison on 6.29.22. [Additional edits by Ed Adrian on 1/23-4/22, final edits from VOH board and Hobart Popick 1/29/23](#)

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LEASE AGREEMENT

PURSUANT to a vote of the Vergennes City Council, this AGREEMENT is entered into on the _____ 2023, by and between the following parties. [This AGREEMENT supersedes all previous agreements](#);

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FRIENDS OF THE VERGENNES OPERA HOUSE, INC. a Vermont non-profit corporation with its principal office in Vergennes, in the County of Addison and State of Vermont, hereinafter referred to as TENANT, and

CITY OF VERGENNES, a municipal corporation of the State of Vermont, with its principal office in Vergennes, in the County of Addison and State of Vermont. hereinafter referred to as OWNER.

OWNER hereby agrees to lease to TENANT and TENANT hereby agrees to lease from OWNER, according to the terms of this LEASE AGREEMENT, the premises situated in [the City of Vergennes, County of Addison and State of Vermont, described as follows \(the "Premises"\)](#):

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It being a part of the so-called City Hall property located at 120 Main Street, being the "Vergennes Opera House" portion of Vergennes City Hall, including the existing stairway leading from the [first-floor](#) lobby, the ADA entrance on the northwest corner on the second floor, and the north half of the storage and mechanical room on the ground floor, accessed via the driveway on the west side of the building.

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Also leased herein is use of the so-called Water Tower property, as access to and use of, drop-off spaces for the second floor ADA entrance/loading area on the northwest corner of the building via the driveway on the east side of the building, and access to this area from North Street via the northeast driveway.

Also leased herein is access to and use of the westerly driveway between City Hall and St.Paul's church to access and use the future ADA drop off and All-Access elevator.

[Also leased herein is use of the so-called "ticket booth" and being included in the "Vergennes Opera House" portion of Vergennes City Hall as set forth above. The City of Vergennes reserves the unrestricted right of ingress and egress through said "ticket booth" by employees of the City of Vergennes to access the vault located easterly of the said "ticket booth".](#)

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Tenant will have access to the building from the front, back and sides, through the first floor lobby, access to the basement, use of the two public bathrooms on the first floor lobby, use of

the driveway on the westerly side of the property to provide access to the storage and mechanical rooms of the building and the ADA elevator, and use of the northeast driveway to access ADA ramp and stage door entrance.

Also leased herein is use of the conference room for FVOH meetings when needed. FVOH may utilize, with advance notice, said conference room, as being part of the Vergennes Opera House Premises leased hereunder. The FVOH and its licensees may at all times use and access the Vergennes Partnership space adjacent to the main lobby as part of its leased Premises under the Lease.

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1. **LENGTH OF LEASE:** This AGREEMENT is for a term beginning _____ and shall run for a term of twenty-five (25) years, unless sooner terminated as provided in paragraph 13.

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2. **OPTION TO RENEW:** Except as provided herein, TENANT shall have the option to renew this AGREEMENT on the same terms and conditions for an additional 25 years. Such right shall be exercised through a written notice provided to OWNER during the twelve (12) months prior to the expiration of this AGREEMENT, but the inadvertent failure to provide such notice shall not constitute forfeiture of the right to renew. No provision of this AGREEMENT shall be construed as limitation on the express intent of the OWNER to endow TENANT with the right of renewal for an additional term.

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3. **RENT:** TENANT shall not be required to pay any rent to the OWNER because the Vergennes Opera House provides a direct public benefit including, without limitation, providing a public gathering space for performing arts, cultural, educational, entertainment, social, and civic oriented events to the City of Vergennes: this being the consideration for this AGREEMENT.

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a. **TENANT RESPONSIBILITIES FOR MAINTENANCE, REPAIRS AND UTILITIES:** TENANT shall be responsible for paying directly all costs for matters associated with the maintenance and repair of the following areas: The "Vergennes Opera House" portion of Vergennes City Hall, including the existing stairway leading from the first floor lobby, the ADA entrance on the northwest corner, the second floor lobby, second floor bathrooms, auditorium, the stage, the backstage and dressing room area, and the north half of the garage storage area on the ground floor, as well as the maintenance and repair of all electrical, HVAC, and plumbing in these areas.

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The TENANT and OWNER shall each pay one-half of the total heating costs for the building.

b. OWNER shall maintain reasonable fire insurance coverage on the building and OWNER'S physical contents. TENANT shall maintain insurance coverage on all contents/fixtures or betterments owned or constructed by TENANT. TENANT shall provide appropriate coverage or cause to be required appropriate coverage for any event where alcohol is served in the

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“Vergennes Opera House” portion of Vergennes City Hall. Upon request the OWNER shall provide the TENANT with an annual certificate of insurance, indicating proof of coverage. Upon request the TENANT shall provide an annual certificate of insurance to the OWNER.

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c. OWNER RESPONSIBILITIES FOR MAINTENANCE, REPAIRS AND UTILITIES: The OWNER shall be responsible for all costs for matters associated herewith: the exterior maintenance and structural integrity of the building including the roof, front entrance, brick facade and windows, as well as the maintenance and repair of all electrical, plumbing, heating, and internet fixtures and systems on the first floor of the building. **The OWNER shall be responsible for all costs for maintenance and repair of the All-Access Elevator and maintenance of the alley/access to the All-Access Elevator. The OWNER shall be responsible for maintenance and repair of the ADA ramp and elevator on the NE driveway.** The OWNER shall be responsible for paying all electric, water, internet, and sewerage charges for the building.

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d. The Air Handling System’s electric costs shall be the responsibility of the TENANT and shall be separately metered. TENANT shall be responsible for any and all costs associated with the operation, maintenance and replacement of the air handling system, including any and all ancillary work to the building or associated activities necessary for the operation, maintenance and replacement of the system. TENANT shall obtain all permits and permissions as required by law for the installation, operation and maintenance of the air handling sytem.

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“Maintenance and repair” as used in paragraphs 3(a) & 3(c) shall include, but not be limited to: minor and major repairs, including painting and decorating; preventative maintenance and replacement of plumbing, heating, electrical, and internet equipment and systems; soap, toilet paper, and other bathroom supplies in the first floor restrooms, and light bulbs for the first floor lobby. Proceeds of insurance policies of OWNER and/or TENANT shall be applied to these costs to the extent available.

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4. **SNOW REMOVAL:** OWNER shall be responsible for snow plowing of the westerly driveway/ADA elevator access and parking area. OWNER shall be responsible for snow plowing of the second floor ADA access ramp and drop off/parking spaces. OWNER shall be responsible for snow removal from front steps during OWNER’S regular administrative office hours. TENANT shall be responsible for snow removal from the front steps at such additional times as TENANT shall require for its purposes.

5. **USE:** TENANT shall use the Premises only for cultural, educational, entertainment, social, and civic oriented purposes, including but not limited to: theater productions, music and dance productions and instruction, lectures, weddings and receptions, private parties, including such rehearsals, classes, technical

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rehearsals, set ups and break downs, daytime and nighttime events and performances, and all necessary related activities as shall be reasonably required for these purposes, and for no other purpose without the written consent of the OWNER. TENANT shall not permit any part of the Premises to be used as an abode for any purpose.

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6. **SIGNS:** TENANT owns and shall have the right to provide signage on the marquee located in the front of the building. No additional signage may be used without the written consent of the OWNER as to location and design of the sign or signs, which consent shall not be unreasonably withheld. The TENANT owns and shall maintain insurance coverage on the marquee and shall keep it maintained and in good operating condition.

7. **HOUSE RULES:** The Premises being a portion of a building which is also occupied by offices of OWNER, TENANT agrees to abide by any and all rules and ordinances promulgated by OWNER from time to time which are consistent with this LEASE and are designed for the common and orderly enjoyment of the Premises and applicable to all occupants, whether promulgated before or after the execution of this AGREEMENT, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, and use of common areas. No rules shall take effect until TENANT has been given reasonable prior notice thereof and an opportunity to address the City Council with regard to TENANT'S position regarding same.

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8. **ASSIGNMENT AND SUBLETTING:** TENANT shall not assign this AGREEMENT, nor sublet any portion of the premise, without the express written consent of the OWNER, except that TENANT may sublet ~~use~~ the TENANT'S portion of the building for cultural, educational, entertainment, social, and civic oriented purposes, including but not limited to: theater productions, music and dance productions and instruction, lectures, weddings and receptions, private parties, including such rehearsals, classes, technical rehearsals, set ups and break downs, daytime and nighttime events and performances, and all necessary related activities as shall be reasonably required for these purposes, and for no other purpose without the written consent of the OWNER.

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TENANT may ~~make~~ sublet such use of the Premises ~~as set forth directly above~~ from ~~time to time~~ on a short-term lease basis, and consent for such use shall not be required. TENANT will continue to operate and oversee the use of the Premises by the sub-tenant during these periods and negotiate and determine the cost of use of the TENANT'S portion of the building ~~theater to any and all outside organizations.~~ subletters. TENANT may charge a rental fee to the sub-tenant and retain same.

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9. **USE BY OWNER:** From time to time during this lease, OWNER (including meetings and functions of the City Government) has the right to use the leased premises for public meetings and functions where there is no fee required and all citizenry are welcome. Examples include Town Meeting, special City Council Meetings, Public Hearings and other city-wide events. The OWNER shall designate a coordinator who will schedule the use of the Opera House space through the Friends

of Vergennes Opera House, Inc. Events scheduled on the annual Vergennes Opera House calendar will have priority. There will be no formal rental fee but OWNER will set up and clean up for such meetings and reimburse TENANT for out of pocket expenses.

10. **INSURANCE:** TENANT shall maintain insurance on personal property and contents/fixtures owned by the TENANT. In addition, TENANT shall at its sole expense maintain in force at all times comprehensive general liability insurance with responsible and solvent insurance companies covering its use and occupancy of the leased Premises. Such insurance shall have minimum limits, of, \$2,000,000.00 per occurrence and in the aggregate annually. When liquor is served or in use, TENANT shall provide or cause to be provided liquor liability insurance, with limits of \$2,000,000 per occurrence and in the aggregate annually. TENANT shall cause the general liability and liquor liability insurance policies to be endorsed to name OWNER as an additional named insured. TENANT shall hold the OWNER harmless from any and all liability and damages occurring as a result of TENANT'S action or inaction on interior maintenance or lack of maintenance in the leased Premises.

11. **IMPROVEMENTS:** TENANT shall not make any substantial improvements to the Premises without receiving prior written permission from the OWNER, which permission shall not be unreasonably withheld.

12. **ENTRY AND INSPECTION:** TENANT shall permit OWNER or OWNER'S agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises and for making necessary repairs.

13. **DEFAULT:** OWNER shall give TENANT written notice if it believes TENANT is in violation of any terms of this AGREEMENT, specifying the failure to conform or comply and specifying the steps that must be taken to remedy the problem, and TENANT shall have a reasonable time, not to exceed six (6) months or a mutually agreed to longer time period within which to correct the violation, unless an emergency or safety problem is involved, in which case TENANT shall take immediate remedial action. Failure by TENANT to correct violations within the foregoing time limits may, at the option of the OWNER, by written notice, terminate all rights of the TENANT under this AGREEMENT.

14. **WAIVER:** No failure of OWNER or TENANT to enforce any term of this AGREEMENT shall be deemed a waiver.

15. **LOSS OF OR DAMAGE TO BUILDING:** If during the term of this AGREEMENT the Premises shall be substantially destroyed by fire, the elements, or any other cause, this AGREEMENT shall cease and become null and void from the date of such damage or destruction.

16. **NOTICES:** Any notice which either party may or is required to give, may be given personally or by mailing the same, postage prepaid, to TENANT at its principal office in the City of Vergennes, and to OWNER at City Hall, or to other persons at such other places as may be designated by the parties from time to time.

Deleted: From time to time during this lease, OWNER has the right to use the leased premisesPremises for public meetings and functions of city government. OWNER shall schedule the use of the Opera House space through the Board of the Friends of the Vergennes Opera House, Inc. Events scheduled on the annual Vergennes Opera House calendar will have priority. The OWNER shall make every effort to request dates during program scheduling for the upcoming year. There will be no formal rental fee but OWNER will set up and clean-up for such meetings and reimburse TENANT for out of pocket expenses.¶

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he acknowledged this instrument by her signed to be her free act and deed and the free act and deed of The City of Vergennes.

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Notary Public

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My Commission Expires:

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FRIENDS OF VERGENNES OPERA HOUSE

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By: _____
Gerianne Smart, President

STATE OF VERMONT
COUNTY OF ADDISON, SS.

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At Vergennes, in said County and State, on this _____ day of _____, 2023, before me personally appeared Gerianne Smart, President and duly authorized agent of The Friends of Vergennes Opera House, she acknowledged this instrument by her signed to be her free act and deed and the free act and deed of The Friends of Vergennes Opera House.

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Notary Public

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IN WITNESS WHEREOF, the parties hereby execute this Agreement on the 1st day of November 2022.¶
¶
Witness: _____ City of
Vergennes¶
Ron Redmond¶ City
Manager¶
¶
STATE OF VERMONT¶
COUNTY OF ADDISON, SS¶
¶
At Vergennes, Vermont, this 1st day of November, 2022, _____ personally appeared and he acknowledged this instrument, by his sealed and subscribed, to be his free act and deed.¶
¶
Before me, _____, NOTARY PUBLIC¶
¶
Witness
Friends of the Vergennes Opera House¶
Gerianne Smart¶
President¶
¶
Before me, _____, NOTARY PUBLIC¶

VERGENNES PARKS AND RECREATION COMMITTEE GENERAL CHARGE

Updated and Adopted by the Vergennes City Council, March 22, 2022

Edits in red from discussion 3/14/28 city council meeting.

General Charge

The mission of the Vergennes Parks and Recreation Committee is to ~~provide~~ **advocate for** quality recreational facilities, parks, and programs, which are safe, diverse, affordable, accessible, and enriching to the community.

The Vergennes Parks and Recreation Committee shall perform in an advisory capacity to the ~~City Council and City Manager~~ **and Recreation Coordinator** in matters pertaining to the operations and maintenance of recreational programming, facilities, and parks in Vergennes. The committee will ~~determine~~ **identify** recreational needs, and submit recommendations **to the City** for ~~the~~ **its** development of goals, programs, budgets, and the maintenance of recreational facilities and parks.

Specific Duties

- GOALS/BUDGET: ~~Develop annual goals in collaboration with the Recreation Coordinator; including a parks and recreation budget which includes~~ **Work in collaboration with the Recreation Coordinator to make recommendations to the City for the city's its recreation goals and annual budget, including** operating costs, programming, capital improvement, fees, and maintenance to be reviewed and approved annually by the City Council and City Manager. **Make recommendations to the Recreation Coordinator for the city's recreation goals and annual recreation budget.**
- PROGRAMS: Enhance the quality of life to all Vergennes residents, by ~~working with the Recreation Coordinator to plan~~ **recommending** a wide variety of programs and services that promote maximum utilization of the parks and recreation facilities.
- PARKS/FACILITIES: Plan for proper review and inspection of parks and recreation facilities and make recommendations on facility maintenance and capital improvement projects to the ~~City Manager and Public Works Department~~ **Recreation Coordinator**.
- COMMUNICATION: Provide opportunities for regular feedback from the community to enhance recreational opportunities.

General Information & Membership

The committee will hold one regular meeting a month as determined by the committee and more often at the call of the committee chair. Unless warned otherwise, all meetings will be at City Hall. The committee shall post all agenda and minutes **on the city's website at www.vergennes.org in compliance with Vermont Open Meeting Laws.**

The committee may be composed of the following members appointed annually by the City Council at its first regular meeting in March. Should the City Council fail to appoint new membership at its first regular meeting in March, committee membership shall continue as previously designated until such time as the City Council is able to confirm new membership. Open seats may be appointed at any time.

Voting Members:

- Up to 12 Vergennes residents having an interest in recreation and/or recreation facilities, brought forth by recommendation of the committee chair

- 1 Representative designated by the Addison Northwest School District Board of Directors
- 1 City Council designee

The Recreation Coordinator shall staff the committee and report on the recreation budget and proposed plans regarding recreational facilities, parks, and programs.

The committee shall select a Chair, Secretary, and Financial Liaison.

Anyone interested in serving on the Vergennes Parks and Recreation Committee are encouraged to submit a letter of interest noting their desire to obtain a seat on the Vergennes Parks and Recreation Committee.

Letters of interest can be emailed to the attention of the city manager at manager@vergenne.org

Reporting Responsibilities

The committee, through its Chair, City Council designee, and the Recreation Coordinator, shall periodically (as necessity warrants) keep the City Council, City Manager, and the public apprised of the committee’s work, and progress on the annual goals. The committee chair and recreation coordinator shall maintain a close working relationship with the City Manager.

Nationwide Aquatic Consulting, Inc.
BOX 193
NAHANT MA 01908

NAC, Inc.
PO Box 695
Chestertown, NY 12817

1-888-833-5770 TEL
1-781-581-3594 FAX

Vergennes, VT Recreation Dept.
Aquatic Facility Analysis- 11/07/22

On 11/07/22 a representative of Nationwide Aquatic Consulting, Inc., Robert R. Freligh, visited the Vergennes Recreation Dept. Pool, in the town of Vergennes, VT. The facilities analysis checklist was completed- a copy of which is enclosed. The purpose of this report is to point out things that need attention, give courses of action, and, when possible, budget figures to enable the facility to run as safely, efficiently and cost effectively as possible. Points to be addressed are as follows by section and number. The task lists at the end of this report are set up in the order that I feel the work should be done- most important first- least important last, the owner may need or desire to change the order that these tasks are to be under taken. NAC is available, at no extra cost to the owner, for discussion of the contents of this report.

While this report is intended to be complete and comprehensive, there is no guarantee that every single problem was discovered in just one days observation- the owner and staff must remain observant as to the daily operation of the facility and be constantly on the watch for safer and more cost effective equipment and methods of operation. As Vermont does not have a Health Code applicable to pools, there are no code references.

Facilities operation- especially aquatic facility operation- is a dynamic system, constantly changing and (hopefully) improving. To think that you have 'got everything all set' is to become complacent and invite trouble. Please do not hesitate to call if there are any questions.

Please look over the Facility Analysis Field Report and then refer to this report for a more complete explanation of the areas that require more detail.

A. Deck Area

1. There are two handrails and two sets of anchors on the steps going into the pool. This is fine, but to facilitate access there should be two handrails 33' -38" apart (ADA specifications for handrails on sloped entry). This does not mean that the steps will be ADA compliant, but will make the access more comfortable to many. This can be done by purchasing another handrail and set of anchors and installing it adjacent to an existing set of handrails.

5-a. There is some rusting of the diving board supports/anchors (see pic#270). This needs to be brushed out and repainted with a Rustoleum for metal to keep these supports viable for years to come.

7-b. The grating was not secured, I could lift it up with my Swiss Army knife. There are anchors available from the Aquatic Development Group (AGD) to keep the grating from being lifted up by unauthorized personnel.

Nationwide Aquatic Consulting, Inc.
BOX 193
NAHANT MA 01908

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PO Box 695
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1-781-581-3594 FAX

9-a. There are depth markings on the gutter, but they are fairly small and very faded (see pic #277). These should be replaced. I would try a 4" high number and see how visible they are from in the pool. The numbers will wrap down around the gutter slightly, but should still be more visible than the current 2" numbers. Just try two or three at first, if they don't work stick with the 2".

10-b. There are no ring buoys present at the pool. While not a mandatory piece of safety equipment I feel ring buoys are valuable for a non-swimmer to affect a rescue of a swimmer in distress. US Coast Guard approved ring buoys (I recommend two- one on each side of the pool- with a rope capable of reaching at least $\frac{3}{4}$ of the way across the pool) should be available pool side (hanging on the fence?).

-d. There was no rescue hook found at the pool. While not a mandatory piece of safety equipment I feel rescue hooks are valuable for a non-swimmer to affect a rescue of a passive drowning victim. A rescue hook with a solid 16' pole should be available (I recommend two- one on each side of the pool) and should be available pool side (hanging on the fence?).

-e. The backboard had only one set of straps (see pic #280). A full set of straps should be available for secure victim transport. One set is advised for extrication, but more than one set will be required for transport.

-g. There is ADA compliant handicap lift in storage (see pic#293). This lift must be installed and functional before opening for the next season. The perimeter of the pool (greater than 300') indicates that there must be two acceptable means of entry/access. NAC is available for assistance in compliance with this requirement.

14-a. The test kit is reported to be a Taylor K-2006-C. These are very good test kits and I recommend continuing the use of this kit. The reagents should be checked to make sure they are not expired and the kit should be kept in controlled temperature storage on the winter months. It is typically more cost effective to replace the reagents than buy an entire kit. Some reagents are used a lot- large quantities are more cost effective (pints of Phenol Red, for example) - but small bottles of some others are more appropriate (Acid/Base demand reagents come in $\frac{3}{4}$ oz. sizes).

16. Testing records were not available at the time of inspection. They may be in the main office and that is fine, they should be kept for 3 – 5 years. Even though there are no *requirements* for the number of times the chemical levels are checked during each swim period (day?), I would suggest at least three checks. I suggest standardizing the times (lifeguards can be trained to do water testing). I recommend 1 to 1-1/2 hrs. before opening, (so any problems can be dealt with and not delay opening), midday and again at closing (so the opener is not surprised the next day). These should be logged in the record book, with initials of the tester. Chlorine in ppm should be logged as should pH at these testing intervals. Total Alkalinity and Calcium Hardness

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should be tested and recorded once a week, as should Cyanuric Acid (if used).

23-b. There is a report of standing water, after a rain, near the entrance of the pool (see pic #273). This must be addressed as standing water is slippery in and of itself and will become more of an issue as time goes on. There have been studies and reports as to the issue here- there appears to be a reported break in the piping under the deck. There is a proposed course of action that uses a French drain along the base of the hill running down to the pool that empties into the existing drain running under the pool deck. This is fine as long as the drain under the deck will be appropriately sized to handle the flow. Given the gravity flow through piping to be- 55 gpm through 2', 140 gpm through 3" and 240 gpm through a 4" pipe- I would recommend a 4" pipe running under the deck, with input from the deck drains along the shallow end, to atmosphere.

c. There is some cracking of the deck (See pics #310). Repair of this issue can be considered normal maintenance and should be addressed as soon as possible so the condition does not worsen.

B. Pool Structure

2-a. The interior of the pool has reported issues. The marcite has deteriorated over time. This is to be considered as the normal progression of this type of interior surface. There are some issues with the surface that could be inspected (see pics 317-319). More issues were reported that were not visible. If the deterioration of the pool interior is as problematic and described, there are some alternatives for remediation of this condition. Replastering is always an option, but may require removal of the entire interior surface and replacing. This has been considered the standard course of action in the past, but there is a more cost-effective alternative. The use of a PVC membrane (as proposed in a previous report) is the most cost-effective alternative. This would leave the pool in a like new condition with a warranty of 10 years (depending on the product selected). NAC is available for assistance in selecting this alternative.

5-a. The main drain grates were not visible at the time of inspection. There was a report in 2016 that shows the main drain grates to be Virginia Graeme Baker (VGB) compliant (I know these grates by the photo). However- these grates have a life span of 7 years from the date of installation. If no paperwork can be supplied as to the date of installation, I have to conclude that these grates need to be replaced before the 2023 season. Paperwork needs to be secured so proof of compliance can be retained until the expiration date of the newly installed grating is reached.

C. Mechanical Room

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2. An owner's manual should be generated. This is not a huge job, rather a common place (a three-ring binder is recommended) for the placement of information relating to the pool, equipment and operation. The manuals for pool equipment- pumps, filters, heaters, etc. and operational procedures- backwashing, draining, cleaning, etc. and schedules for maintenance- daily, weekly, monthly, yearly, may be kept in this binder and referred to whenever necessary. I would not recommend keeping the maintenance log in this same binder; rather keep the owners manual for reference.

3. Operational instructions (backwashing, draining, filling, cleaning hair & lint strainer, etc.) should be developed, written up and posted. (Note: backwashing procedure is on filter data plate.)

5. The piping leading into the filter room is cast iron (most likely cement lined cast iron)- this would lead to the conclusion that the piping from the main drain to the filter room is also cast iron. When the cement lining fails, and this is typical after 40+ years, the cast iron is exposed and deteriorates to the point of leaking, staining and eventual failure. It is recommended that a plan be put in place for this piping to be replaced before a failure that could disrupt an entire swimming season. When the piping is replaced the main drain sump and grates should also be replaced.

-c. The piping should color coded. These colors can be found in the CPO manual, page 129. This would make understanding the flow pattern much easier.

9. The DE filter has advantages and disadvantages- The advantages are; it is in place, paid for and makes great, very clear water. The disadvantages are: it is very time consuming to backwash, DE can be hazardous to health if breathed in, DE should not be sent into the environment (there should be a containment tank to capture the waste DE) and it is +/- 50 years old and will need more and more repair as time goes on. The replacement of the DE filter with a high-rate sand filter should be considered.

10. It is reported that the filter needs to be backwashed 1 once a week. This is reported to take up to three hours. At prevailing wage this can mean \$400-600 per backwash- just in labor (assuming 3 men). Doing this for 9 weeks during a season this could easily run up a cost of over \$5000.00 per year. Then there is the pumping of the DE out into the environment that needs to be considered. A separation tank is considered a requirement for commercial pools. DE can adversely affect a wetland to the point coating the area of disposal so as to be uninhabitable to the local flora and fauna. I will tie this altogether in the conclusion/recommendations at the end of this report.

11. The use of a surge tank should be incorporated into the replacement of the DE filter with a sand filter. A surge tank holds the water from the gutter and main drains and allows the pump to pull from the tank

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instead of from the main drains and gutter directly. The use of a surge tank has proven very effective in the proper operation of a pool of this size.

12. The addition of make-up water manually can be upgraded with the addition of an automated water make-up system. This would best be done at the time of a renovation, done as a stand-alone project can be very expensive but as part of a renovation the cost would not be that great.

15-c. The doors to the filter room are latched, but not locked. As there is open water, a lot of mechanics and electrical systems in this small space, locking of this area just seems prudent.

16-b. There are a number of wiring areas in the filter room area that need to be addressed (see pics #334-336).

18. There is an eyewash on site, but it is empty- it is assumed that this is because the pool is shut down for the season. As the next operational season comes around this eyewash needs to be operational.

19. There is an SDS folder in the chlorine shed (see pic #303). This binder must have all chemicals- pool chemicals, cleaning chemicals- even the reagents in the test kit. These sheets are available from the suppliers of the various chemicals that are on site.

D. Chemical Handling

2-a. There is a considerable build-up of chloride salts around the valving leaving the bulk chlorine storage tank (see pic #299). This area needs to be cleaned up and the connections tightened so this issue does not reoccur.

-c. The chlorine pump needs to be secured; it is now just sitting on the solution tank (see pic #298). The tubing should be fastened to the structure and the labeling should be completed.

-h. Goggles, gloves and an apron should be available to the operator(s).

3. There is an option for the use of an acid supply system- this could be a pump for liquid acid (muriatic or dry acid mixed with water), a Sodium Bisulfate feeder or CO2. NAC is available for advice in the area.

6. Stabilizer (Cyanuric Acid- CyA) can be used in this pool to help hold down the chlorine consumption. 30 50 ppm is the industry standard. The proper use of Cyanuric acid should save 20 – 30 % on chlorine usage.

8. The benefits of chemical automation are well documented. Automation would relieve the operators of much time and effort in keeping the chlorine and pH in the proper range and limiting liability in the area of pool chemicals being too high or too low. Automation can control the chlorine and pH levels by adding the chlorine and acid according to the bather load and other factors that affect chemical demand. There are 'base' systems that just control chlorine and pH, and systems that are internet capable. The acquisition

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of a chemical control system is advised. NAC is available of assistance in this project.

E. Water Analysis

As the pool was closed, the water could not be tested.

The make-up water showed no unusual characteristics. The pH of 7.6 is actually quite beneficial.

Conclusion

I found the pool to be in fairly good condition, for its age. There are some major issues, but none that should be considered 'fatal' to the overall pool itself. The first thing I feel that should be addressed are the main drain grates, if they need to be replaced, they should be before the pool is opened for the 2023 season. The second area should be the water coming off the hill and flooding the deck near the entrance gate. After this is remediated it is recommended that the interior of the pool be upgraded with a PVC membrane and then the filtration system be replaced.

Tasks outlined below are in the order I think they should be undertaken. Please contact NAC if there are any questions or comments. NAC is available for assistance as the renovation project goes forward.

Procedures (tasks involving little or no \$\$\$)

1. B-5-a. Inspect main drain grates
2. C-19. Update SDS binder
3. D-2-a. Clean chlorine tank discharge valve
4. D-2-c. Secure cl pump
5. D-6. Integrate CyA usage into overall chemical management plan
6. E-7-h. Calculate SI 1x per week
- 7 C-3. Post operating instructions

Tasks- minor (under \$200- in-house labor)

- | | |
|--|-----------|
| 1. D-2-h. Purchase safety equipment | <\$200.00 |
| 2. C-18. Purchase eyewash (bottles) | <\$100.00 |
| 3. A-9-a Replace 2" #'s with 4" #'s | <\$200.00 |
| 4. A-14. Purchase new test kit | <\$180.00 |
| 5. C-15-c. Install locks on filter room doors (each) . | <\$ 15.00 |
| 6. A-10-b. Purchase 2 ring buoy /ropes (each) | <\$ 80.00 |
| 7. A-10-d. Purchase 2 rescue hooks/poles (each) | <\$130.00 |
| 8. A-7-b. Secure grating (clips) | <\$150.00 |
| 9. A-10-g. Install ADA lift (anchors) | <\$100.00 |
| 10. A-10-c. Straps for backboard | <\$ 80.00 |
| 11. C-2. Generate OM | <\$ 20.00 |

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12. A-5-a. Paint diving board supports (paint) <\$ 40.00

Tasks- major (over \$200-usually outside labor)

- 1. B-5-a. Replace main drain grating +/--\$ 500.00*
- 2. C-5. Replace main drains and piping +/--\$35,000.00
- 3. A-23-b. Replace drainage system +/--\$ 6,000.00
- 4. B-2-a. Install PVC membrane +/--\$84,000.00**
 Remove and replace marcite interior surface +/--\$100,000.00
- 5. C-16-b. Upgrade wiring in filter room +/--\$ 2,500.00
- 6. C-10. Add DE separation tank +/--\$ 6,000.00
- 7. A-23-c. Chase cracks in deck +/--\$ 1,500.00
- 8. A-1. Purchase and install 3rd set of handrails +/--\$ 1,800.00

* Assuming main drain piping and sump are not to be replaced and pool is drained.

** Based on \$14/sqft. and 6000 sqft. surface area.

Optional

- 1. C-9&11. Switch to sand filtration* +/--\$100,000.00
- 2. D-8. Purchase chemical automation +/--\$ 3-7,000.00
- 3. D-3. Add pH control system +/--\$ 600- 3,000.00
- 4. C-5-d. Label/color code piping < \$ 30.00
- 5. C-12. Install auto fill system (during renovation) . +/--\$ 1,500.00

*Includes installation of the surge tank.

Item	Section of Report	PROCEDURES (tasks involving little or no \$\$\$)	
1	B-5-a.	Inspect main drain grates	
2	C-19.	Update SDS binder	
3	D-2-a.	Clean chlorine tank discharge valve	
4	D-2-c.	Secure cl pump	
5	D-6.	Integrate CyA usage into overall chemical management plan	
6	E-7-h.	Calculate SI 1x per week	
7	C-3.	Post operating instructions	
		TASKS - MINOR (under \$200- in-house labor)	
1	D-2-h.	Purchase safety equipment	\$ 200.00
2	C-18.	Purchase eyewash (bottles)	\$ 100.00
3	A-9-a	Replace 2" #'s with 4" #'s	\$ 200.00
4	A-14.	Purchase new test kit	\$ 180.00
5	C-15-c.	Install locks on filter room doors (each) .	\$ 15.00
6	A-10-b.	Purchase 2 ring buoy /ropes (each)	\$ 80.00
7	A-10-d.	Purchase 2 rescue hooks/poles (each)	\$ 130.00
8	A-7-b.	Secure grating (clips)	\$ 150.00
9	A-10-g.	Install ADA lift (anchors)	\$ 100.00
10	A-10-c.	Straps for backboard	\$ 80.00
11	C-2.	Generate OM	\$ 20.00
12	A-5-a.	Paint diving board supports (paint)	\$ 40.00
		TOTAL TASKS - MINOR (under \$200- in-house labor)	\$ 1,295.00
		TASKS - MAJOR (over \$200-usually outside labor)	
1	B-5-a	Replace main drain grating +/- \$500.00* * Assuming main drain piping and sump are not to be replaced and pool is drained.	\$ 500.00
2	C-5.	Replace main drains and piping +/- \$35,000.00	\$ 35,000.00
3	A-23-b.	Replace drainage system +/- \$6,000.00	\$ 6,000.00
4	B-2-a.	Install PVC membrane +/- \$84,000.00** ** Based on \$14/sqft. and 6000 sqft. surface area. OPTION: Remove and replace marcite interior surface +/- \$100,000.00	\$ 100,000.00
5	C-16-b	Upgrade wiring in filter room +/- \$2,500.00	\$ 2,500.00
6	C-10.	Add DE separation tank +/- \$6,000.00	\$ 6,000.00
7	A-23-c.	Chase cracks in deck +/- \$1,500.00	\$ 1,500.00
8	A-1.	Purchase and install 3 rd set of handrails +/- \$1,800.00	\$ 1,800.00
		TOTAL TASKS - MAJOR (over \$200-usually outside labor)	\$ 153,300.00
		OPTIONAL	

1	C-9&11.	Switch to sand filtration* +/--\$100,000.00 *Includes installation of the surge tank.	\$ 100,000.00
2	D-8.	Purchase chemical automation +/--\$ 3-7,000.00	\$ 7,000.00
3	D-3.	Add pH control system +/--\$ 600- 3,000.00	\$ 3,000.00
4	C-5-d.	Label/color code piping < \$ 30.00	\$ 30.00
5	C-12.	Install auto fill system (during renovation) . +/--\$ 1,500.00	\$ 1,500.00
		TOTAL OPTIONAL	\$ 111,530.00
		TOTAL ALL	\$ 266,125.00

Vergennes Salt Storage Shed TAP TA 19(9)
Summary of Project Costs (as of November 29, 2022)

	TAP TA19(9) Grant	STP MM22(4) Grant	TOTAL Grant Funds	Current Project Estimates
Preliminary Engineering				
Engineering (OCE)	\$35,000	\$1,726	\$36,726	\$36,726
Subconsultant (Hartgen)		\$3,030	\$3,030	\$3,030
Fire Safety Permit	\$0	\$3,500	\$3,500	\$3,500
ROW Phase	\$0	\$0	\$0	\$0
Construction*	\$232,188	\$252,656	\$484,844	\$608,774
Construction Engineering	\$25,000	\$10,000	\$35,000	\$35,000
MPM Costs (D&K)	\$29,219	\$14,088	\$43,307	\$43,307
Total	\$321,407	\$285,000	\$606,407	\$730,337
Federal Funding MLA	\$257,126	\$228,000	\$485,126	\$485,126
Local Match MLA	\$64,281	\$57,000	\$121,281	\$245,212

* Grant amount reflects updated amount per VTrans letter dated 3/8/2022.

**Summary of Construction Cost Estimates (Nov. 29, 2022, with corrections)

Conceptual Plans - Cost Estimate	2019 Grant Application Estimates	Current Construction Cost Estimate Based on Preliminary Plans**	Difference
Site work (excavation, backfill, etc.)	\$18,318.48	\$83,917.23	\$65,598.75
Site work (seeding, etc.)	\$4,413.60	\$6,549.45	\$2,135.85
Paving	\$75,874.67	\$107,935.44	\$32,060.77
Drainage		\$13,203.27	\$13,203.27
Mobilization	\$6,000.00	\$8,400.00	\$2,400.00
Traffic control	\$1,000.00	\$1,050.00	\$50.00
Erosion control	\$1,295.53	\$1,625.62	\$330.09
Salt Shed Structure	\$95,000.00	\$330,750.00	\$235,750.00
	\$201,902.28	\$553,431.01	
Contingency:	\$30,285.34	\$55,343.10	
Total Construction Cost Estimate:	\$232,188	\$608,774.11	\$376,586.11

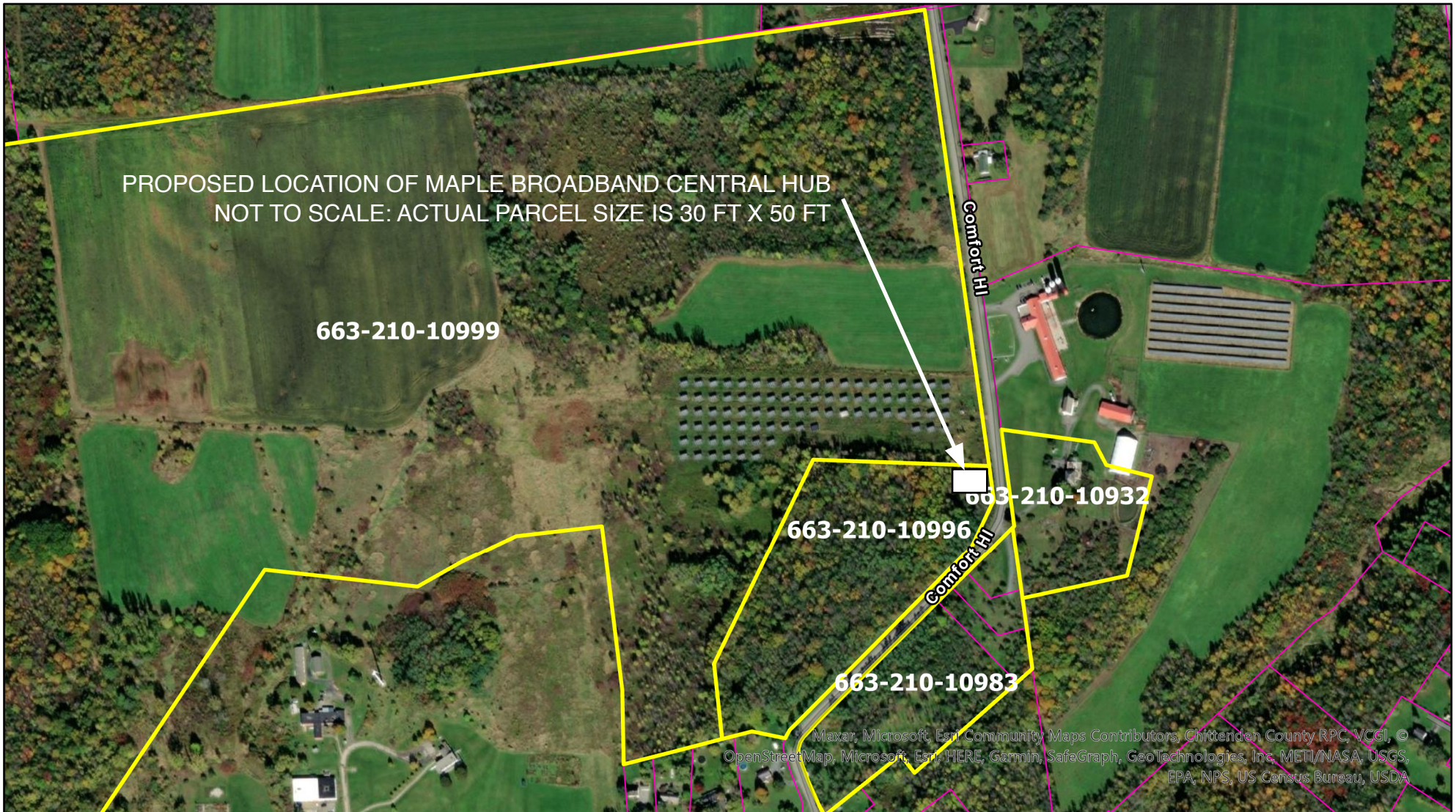
Note: 2019 TAP grant application includes cost estimate from Iron Horse for a 52' x 48' sand/salt shed. Current design is a 60' x 84' sand/salt shed.



Vergennes Salt Shed

- Two 2,000 Gallon Tanks
- Pump for tanks
- 6 yards of cold patch
- 200 yards of sand
- 700 yards of salt
- Width of door aligns with dimensions of city trucks





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SPAN	Parcel ID	Owner	Owner 2	Address	TOWN	State	Zipcode	Property Description	Zoning
663-210-10999	210101000	State of Vermont		none listed	Montpelier	VT	05601	Land	Agricultural and Rural Residential District
663-210-10996	210103000	City of Vergennes		PO Box 35	Vergennes	VT	05491	Macintosh Park	Public District
663-210-10983	210104000	Hardy, Scott		PO Box 40	New Haven	VT	05472	Land at Macintosh Park	High Density Residential District
663-210-10932	220101000	Poquette, William	Poquette, Linette	90 Comfort Hill	Vergennes	VT	05491	Land and Buildings	Agricultural and Rural Residential District



MACINTOSH MTN BIKE & RECREATION PARK



Parking Lot Discussion

- Small, 3-car gravel parking lot on the south end of the park, 30x40 feet long.
- Need approximately 96 yards of stone:
 - 62 yards of stone for the parking lot,
 - 34 yards of stone for the road that will need to be built from Comfort Hill Rd to the parking area.
- Stone for base: 12 inches of 2 inch stone
- Stone for top coat: 3 inches of $\frac{3}{4}$ inch stone
- Estimate (as of 03/27/23) for stone: \$1,500.00
- Project would also involve use of filter fabric, 30 feet of culvert to get into the park, ditching out along Comfort Hill Rd and an excavator to do the digging.
- PW would supply the dump trucks and man power to do the work.

DRAFT Infrastructure Improvement Fund Policy as of 3/28/22

History

In 2021, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan, delivered \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. Of Vermont’s \$1.25 billion share, over \$200 million (about \$300 per Vermonter) was allocated to municipalities.

Fund Revenue

In 2021 and 2022, the city of Vergennes received \$772,125.92 plus \$182.05 for a total of \$772,307.97. Issuance of the “final rule” from the US Treasury Department in 2022 gave local legislative bodies increased spending flexibility, simplified reporting, and discretion over how to spend their local ARPA funds.

In FY 23, the Vergennes City Council approved two expenditures totaling \$49,050.25 from the \$772,307.97, leaving a balance of \$723,257.72. See details below.

Total allocation from Treasury	\$ 772,307.97
Less City Council approved allocations of \$25,000.00 to cover 50% of the projected cost of a new emergency generator for the Fire Station; \$24,050.25 to cover 25% of the cost of a 2022 Dodge Ram 3500 Dump Truck	<u>(\$49,050.25)</u>
Total funds available for Infrastructure Improvement Fund on 3/7/23	\$723,257.72

Voter Approval of Infrastructure Investment Fund

On March 7, 2023, voters approved Article 2: “Shall the City establish a reserve fund to be called the Infrastructure Improvement Fund for the purpose of funding capital improvements including but not limited to city facilities, parks, and sidewalks to be funded by Coronavirus State and Local Fiscal Recovery Funds totaling \$723,257.72, in accordance with 24 V.S.A. 2804?”

NOTE: As of March 14, 2023, the actual cost of the two expenditures approved by the city council has been reduced from \$49,050.25 to \$15,000. The difference of \$34,050.25 will be spent by 6/30/23 for projects approved by the city council.

Use of the Fund Revenue:

- Expenditures shall benefit the citizens of Vergennes and increase the livability of the community.
- Expenditures from the funds may be used solely for the purpose of funding capital improvements, including but not limited to city-owned facilities and property. (~~sidewalks, buildings and parks~~). Capital improvements are defined as construction, long-term repairs, renovation, or improvements to city-owned facilities and property.
- Funds may not be used to fund improvements to **public streets or to** the city’s sewer collection system and wastewater treatment facility.
- Funds may be used for planning and analysis designed to reduce city expenses and/or increase staff productivity.
- Funds may only be spent by combining their use with at least one of the following funding sources:

- General Fund
- Water Tower Fund
- Watershed Fund
- City Bonds
- Public Fundraising
- State Funds
- Federal Funds

Fund Allocation Decisions:

The City Council is responsible for all expenditures from the Fund. A list of projects shall be maintained and updated on a periodic basis. The City Council shall review the projects and associated costs on a regular basis and vote on expenditures at a regularly scheduled meeting.

FACILITY	PROJECT	COST
City Hall	Address exterior water leaks in first floor storage area	\$ 5,277.93
	Modernize Staff Work Area - Desks, Filing Cabinets	\$ 20,000.00
	Upgrade Office Entrance, Access to second vault	\$ 20,000.00
	Slate Roof Repair	\$ 39,275.00
	Repairs to Chimneys & Valleys	\$ 39,150.00
	Total City Hall	\$ 123,702.93
Fire Station	Upgrade 50 Green Street. Analysis currently being conducted	TBD
Public Works	Upgrade Public Works Building, Dubois & King / Goldfield Construction Estimate	\$ 950,000.00
Pool	Upgrade Sam Fisman Memorial Pool based on recommendations from Nationwide Aquatic Consulting, Inc.	\$ 266,125.00
Skate Hut		?
Main St. Sidewalk	Updated Project Cost: \$284,332; Total match required: 82,332 - \$56,733 (available in West Main Improvement Fund) = \$25,999 needed.	\$ 25,999.00
Salt Shed	\$705,593 (from original \$321,407) City has won 2 grants, totalling \$453,126, leaving a required new match of \$229,552 (up from \$64,281).	\$ 229,552.00
Repair / Replace City Sidewalks	SIDEWALK RATING	Square Feet
	Severe Damage, cracks that had significant space between them, or the sidewalk square was missing pieces.	21,544
	Medium Damage, two or more cracks	54,186
	Light Damage, one crack that touched two sides	21,853
	Uneven Sidewalk	28,530
	Sidewalk Gone, Missing Sidewalk	1,457
	Potential Sidewalk	1,866
		129,439.00

March 27, 2023

TO: City Council
 FROM: Ron Redmond, Penny Austin
 RE: UPDATE ON SPECIAL ELECTION

TABULATOR COUNTING:

- | | |
|--|-----------------|
| • Programming: Flat Fee | \$525.00 |
| • Ballots: \$.36 each. We would need 1000. | <u>\$360.00</u> |
| • Total Estimated Cost, Tabulator Counting: | \$885.00 |

HAND COUNT BALLOTS:

- No cost of programming
- We have the bins for the ballots to be dropped into as each article would be a different color.
- Must be hand-counted so more help from the BCA would be needed. Each color would need to be counted, and then another person would recount.
- Ballots printed at Precision Print & Copy – 1000 of each of 6 articles/colors would be \$240.
- **Total Estimated Cost Hand Counting** **\$240.00**

TIME NEEDED:

- Warnings must be posted in at least three public places within the limits of said City, and at least 12 days prior to the election. previous thereto. Vergennes has its own rules for Elections found in the Charter (see below) that are more lenient than the State of Vermont's <https://legislature.vermont.gov/statutes/section/24appendix/015/00003>

We will follow the Vergennes Charter but FYI the general state statute requires 2 places and newspaper publication. Notice must be posted not more than 40 days nor less than 30 days before the election - <https://legislature.vermont.gov/statutes/section/17/055/02641>

- If Council includes a request for a \$250,000 bond for salt shed:
 - 30 days in advance of election.
 - City Council would need to approve
 - Necessity Resolution
 - Ballot Language
 - Warning.
 - Advertised for three consecutive weeks, same newspaper, same day of the week
 - Warning posted two weeks before the election.
 - City holds Information Session with the public within 10 days of the vote.