

CITY OF VERGENNES, VERMONT  
REGULAR MEETING of the CITY COUNCIL

April 11, 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 & 3/28/23) and Warrant\* (4/11/23)
7. Business
  - a) Request to appoint Adelaide Brooks, Tara Brooks and Jamie Dragon to the Vergennes Parks & Recreation Committee for a one-year term, ending March 2024. \*
  - b) Request for approval of one-year licenses (from May 1, 2023, to April 30, 2024) for the following businesses: \*
    - i. Vermont Wine Shoppe, LLC for second class liquor license and tobacco license.
    - ii. Strong House Inn, Inc. for first class restaurant/bar liquor license and third-class restaurant/bar liquor license.
    - iii. Midtown Pizzeria, LLC for first class restaurant/bar liquor license and outside consumption permit.
    - iv. Community Market, LLC for second class liquor license and tobacco license.
    - v. Three Squares Café, Inc. for first class restaurant/bar liquor license and outside consumption permit.
    - vi. Fraternal Order of the Eagles, Addison County Area, for first class club liquor license, third class club liquor license and outside consumption permit.
  - c) Request to approve policy for licensed eating and drinking establishments to use city parking spaces fronting their businesses, for seasonal expansion of dining capacity and outdoor consumption, for a fee of \$1 per square foot, as approved by the Chief of Police and City Manager. \*
  - d) Request for approval of agreement between the City of Vergennes & 35 LLC, d.b.a Bar Antidote/Hired Hand, for the use of three vehicle parking spaces for seasonal expansion of dining capacity and outdoor

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- consumption, from May 1, 2023, to November 30, 2023, for a fee of \$480, calculated at 480 square feet X \$1 per square foot. \*
- e) Request for approval of an outside consumption permit for 35 LLC, also known as Bar Antidote/Hired Hand, from May 1, 2023, to April 30, 2024. \*
  - f) Request to approve 25-year lease agreement between the City of Vergennes and the Friends of the Vergennes Opera House, Inc. (FVOH) \*
  - g) Request to authorize the city to apply for a Clean Water State Revolving Fund (CWSRF) Step II Planning Loan for Final Design Engineering Services for the Vergennes Wastewater Treatment Facility and authorize the City Manager as the designated City Representative for the CWSRF Planning Loan Application and execute associated engineering services agreement. \*
  - h) Request to authorize the City to apply for a CWSRF Step II Planning Loan for the Vergennes North Main and Maple Sewer Final Design Engineering Services pending VTDEC approval and authorize the City Manager as the designated City Representative for the CWSRF Planning Loan Application and execute associated engineering services agreement. \*
  - i) Request to authorize the City to apply for an amendment to the CWSRF Step I Planning loan for the Macdonough Drive Pump Station and Force Main Improvements Environmental Information Document and Funding Assistance pending VTDEC approval and execute associated amendment to the existing engineering services agreement. \*
  - j) Request to approve proposed Sam Fishman Memorial Pool rates for 2023 season. \* Martha DeGraaf, Recreation Coordinator.
  - k) Request to allocate up to \$34,050.25 of allocated but unused ARPA funds repairs and improvements to the Sam Fishman Memorial Pool in advance of the 2023 season. \*
  - l) Request to authorize the City Manager to sign an agreement with RHR Smith & Company for creation of a fixed assets database and support and production of depreciation schedules for FY22, for an amount not to exceed \$15,000, and to fund that expense using the Infrastructure Investment Fund.
  - m) Update of City of Vergennes Police Department Internal Affairs Policy. \*\*
  - n) Request to review and approve the proposed charge for the Community Engagement Committee and seek interested applicants. \*
  - o) PowerPoint presentation of preliminary FY 24 general fund budget \*\*\*
  - p) Continued discussion re: possible fall, 2023 special election to seek voter approval for FVOH Lease; city reserve funds requiring voter approval (to be identified by RHR Smith); a bond to fund city's required match for its Salt

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Shed and for the Main Street Sidewalk Project between Macdonough Dr  
and Otter Creek bridge. \*\*\*

8. City Manager Report
9. Council Member Reports
10. Mayor's Report
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: Matt Chabot, Andy Kirkaldy, and Shannon Haggett

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 as 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 Jeff Fritz 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 (May 1, 2023 to April 30, 2024) for the sale of liquor, tobacco, and tobacco substitutes for the following businesses:
    - i. KPH Drugs, Inc. (Kinney Drugs) 2<sup>nd</sup> Class Liquor License
    - ii. Brockton Corporation- (Shaw's) 2<sup>nd</sup> Class Liquor License, Tobacco License, and Tobacco Substitute
    - iii. Wesco, Inc.-(Champlain Farms) 2<sup>nd</sup> Class Liquor License, Tobacco License, and Tobacco Substitute

- iv. R.L. Vallee- (Maplefield's) 2<sup>nd</sup> Class Liquor License, Tobacco License, and Tobacco Substitute
  - v. Pork Squid, LLC- 1<sup>st</sup> and 3<sup>rd</sup> class Liquor License
  - vi. Moohah, Inc.- 1<sup>st</sup> and 3<sup>rd</sup> 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 Rakowski 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. 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 Shadrui, 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 run 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 7-0.
- 9.** City Manager's Report: Update on Portage Project sewer lines: 300 feet of sleeving of pipe was 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.

**VERGENNES CITY COUNCIL DRAFT Meeting Minutes**  
**Tuesday, MARCH 28, 2023**

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

VISITORS: Shannon Haggett, Steve Huffaker representing Maple Broadband; Gerianne Smart, representing Friends of Vergennes Opera House. Kathy Rossier.

**1. Microphone Check:**

**2. Call to Order:** 5:35 PM Mayor Bearor announced the passing of Fire Chief James Breuer and asked for a moment of silence in his honor and sent the city's condolences to his family on his passing. He announced the calling hours and funeral times. This will be uploaded to the city website on Wednesday.

**3. Amendments to Agenda:** Deputy Mayor Austin amended to add 7c. to:

- i. Request for approval of a First-, Second-, and Third-Class Liquor License for 35 Green LLC, also known as Bar Antidote/Hired Hand and approval of an outdoor consumption permit for their porch, from May 1, 2023, to April 30, 2024.
- ii. Request for approval of a First- and Third-Class Liquor License, a Tobacco license, and an entertainment license for B.K.W. Enterprises, also known as City Limits, from May 1, 2023, to April 30, 2024.
- iii. Request for approval of a First-Class Club license, a Third-Class Club license, and an outside consumption permit for the American Legion, Post 14, from May 1, 2023, to April 30, 2024.
- iv. Motion to approve the amendment to the agenda by Alderwoman Rakowski and seconded by Deputy Mayor Austin. Vote: 7-0 approved.
- v. Additionally, to amend the requests below from the last meeting for the approval of a one-year license for the sale of liquor, tobacco, and tobacco substitutes for the following businesses to amend the dates to (May 1, 2023 to April 30, 2024) :
  - a. KPH Drugs, Inc. (Kinney Drugs) 2<sup>nd</sup> Class Liquor License
  - b. Brockton Corporation- (Shaw's) 2<sup>nd</sup> Class Liquor License, Tobacco License, and Tobacco Substitute
  - c. Wesco, Inc.-(Champlain Farms) 2<sup>nd</sup> Class Liquor License, Tobacco License, and Tobacco Substitute
  - d. R.L. Vallee- (Maplefields) 2<sup>nd</sup> Class Liquor License, Tobacco License, and Tobacco Substitute
  - e. Pork Squid, LLC- 1<sup>st</sup> and 3<sup>rd</sup> class Liquor License
  - f. Moohah, Inc.- 1<sup>st</sup> and 3<sup>rd</sup> class Liquor License and Outside Consumption Permit

**4. Approval of Minutes (3/14/23).** Deputy Mayor Austin made a motion to table the approval of the minutes to next meeting so the Administrative Staff can revise to add visitors and make other edits by the council. Councilwoman Murray-Killon second. Vote: 7-0 approved. Alderwoman Brinkman asked how revised agendas and minutes were communicated and was told the website. She also asked where the agendas were posted and it was stated that it was the website, outside the City office, the post office, and at Maplefields. City Manager Redmond said he would report back to council on locations and process for posting at the next council meeting.

5. **Approval of Warrant (3/28/23).** Motion by Deputy Mayor Austin, second by Alderwoman Rakowski .  
Vote 7-0. Approved.
6. **Visitors:** Alderwoman Brinkman asked what visitors get recognized here and it was discussed and that those that participated in the meeting would be listed here.
7. **Business:**
  - a. Motion made to appoint Michelle Eastman to serve as Grand Juror for a one-year term, ending March 2024 by Deputy Mayor Austin with second by Alderwoman Rakowski. Vote: 7-0 Approved.
  - b. Motion made to appoint Nancy Ambrose to the Vergennes Parks & Recreation Committee for a one-year term, ending March 2024 by Alderwoman Rakowski with second by Deputy Mayor Austin. Vote: 7-0 Approved.
  - c. Request for approval of the above listed in 3.v., businesses seeking liquor licenses, tobacco licenses, outdoor consumption permits, and entertainment licenses. Motion to approve the above with the amended dates by Alderwoman Rakowski and seconded by Alderwoman Kaslow. Vote: 5-0 with Deputy Mayor Austin and Alderman Huizenga abstaining.
  - d. Motion to approve the annual agreement for \$600.00 with Homeward Bound, Addison County's Humane Society re: stray dogs made by Deputy Mayor Austin with second by Alderwoman Brinkman. Vote: 7-0 Approved.
  - e. Motion made by Alderwoman Brinkman with second by Alderwoman Murray-Killon 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. Vote: 7-0 Approved.
  - f. Motion to set a public hearing on the proposed amendments to the zoning and subdivision regulations at the Tuesday, April 25, 2023, City Council Meeting by Alderwoman Brinkman with second by Alderwoman Rakowski. During discussion, Planning Commission Chair Shannon Haggett suggested a time certain for the start of the public meeting. Deputy Mayor Austin amended the motion to set a public hearing on the proposed amendments to the zoning and subdivision regulations at the Tuesday, April 25, 2023, with a start Time Certain at 5:45 pm with Alderwoman Brinkman seconding. Vote on Amendment 7-0 Approved. Vote on the original motion 7-0 Approved.
  - g. Motion to accept Vermont Community Development Program grant agreement resolution 07110-PG-2021-Vergennes C-15 for \$30,000, (as shown on page 17 of meeting packet), 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. Motion to approve, Deputy Mayor Austin and seconded by Alderwoman Kaslow. Vote: 7-0 Approved.
  - h. Presentation and discussion of draft, 25-year lease agreement between the City of Vergennes and the Friends of the Vergennes Opera House, Inc. (FVOH) Gerianne Smart, FVOH Board Pres, and City Manager Redmond explained reason for updating contract was to support FVOH's efforts to gain state and federal funds for All Access Project. Contract last updated in 2003 and amended in 2005. Council discussed and recommended these changes: 1) combine two sections in contract that describe the ticket booth as they are contradictory; 2) in section 8, remove the word "from." 3) for times when the city is using the Opera House for events that are funded by a fee or are ticketed, FVOH asked that the city cover the basic operations and



- maintenance costs. Language that addresses this will be included in the updated draft to be presented at the next council meeting.
- i. Motion to approve proposed changes to the Parks and Recreation Committee charge. Motion to approve Alderwoman Rakowski with Deputy Mayor Austin seconding. Discussion ensued and it was decided to clarify the Open Meeting Law posting rules. Deputy Mayor then made an amended motion to approve proposed changes to the Parks and Recreation Committee charge, with the language stated in the General Information paragraph to change from “The committee shall post all agenda and minutes on the city’s website at [www.vergennes.org](http://www.vergennes.org) in compliance with the Vermont Open Meeting Laws.” to “The committee shall post all agenda and minutes in the same location as the City Council agendas and minutes are posted in compliance with the Vermont Open Meeting Laws.” Vote for the amended motion: 7-0 Approved. Vote for the original motion: 7-0 Approved.
  - j. Martha DeGraaf, Recreation Coordinator, gave an update on 2023 season for Sam Fishman Memorial Pool including results of Aquatic Facility Analysis performed by Nationwide Aquatic Consulting, Inc. in November 2022. The analysis showed that our pool is in good shape for its age but there are a few things to be fixed before the next pool season starts. The first being the pump/motor and electrical work. There is a list of the items on pages 34 and 35 of the meeting packets. They are still working on an estimate for the pump and motor. It was suggested by Mayor Bearor to have a backup pump on hand in case we need one as well. The Council asked Martha to come back next month with a more complete estimate for budgetary purposes.
  - k. City Manager Ron Redmond and Public Works Supervisor Jim Larrow gave us an update on construction of a new Salt Shed. The costs have raised from \$232,188 in 2019 to \$608,774.11 presently. Our portion would be \$250k. We are thinking about going to the voters for approval to bond for this amount. This is estimated to be complete in 2025.
  - l. Steve Huffaker and Shannon Haggett updated council on the proposed Maple Broadband lease for locating equipment at MacIntosh Park. Reported they were in discussions with the state for locating the State Solar Farm – and that the state location is their first choice. They expect to hear from the state within the week.
  - m. Motion to approve policy for Infrastructure Improvement Fund, approved by voters on March 7, 2023, less an extra “a” made by Deputy Mayor Austin with Alderwoman Rakowski seconding.
  - 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. The Council was given two alternatives for this election, using the Tabulator or hand count. The Charter requires us to post a warning for a special election 12 days before but with a bond included, it would be 30 days prior to the election per state statute. We would need to have an informational meeting during that time as well.
8. City Manager’s Report: Mayor Bearor asked that draft minutes take priority and be distributed expeditiously to council and the public.
  9. Mayor’s Report. Mayor asked that all items for the City Council agenda reach the city manager by Noon, on the Friday before the following Tuesday City Council Meeting. Council discussed individual council members reporting out to the Council and that it would occur on an as-needed basis. Alderwoman Kaslow discussed the importance of periodic reports from department heads to give updates on key projects. Information will help the council to better support staff, she said. City Manager Redmond said he would provide a draft list of possible locations around the city where future meetings could take place.

- 10.** Council voted to go into Executive session at 8:05 PM 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. Motion: Deputy Mayor Austin. Second, Alderwoman Rakowski. Vote 7-0. The council moved to include members of the negotiating team – Peter Garon and Angie Bolduc -- in the executive session. Motion: Deputy Mayor Austin. Second, Alderwoman Brinkman. The council came out of executive session at 8:46 pm. Mayor Bearor called the meeting back to order. Deputy Mayor Austin presented a motion to authorize the city manager to accept the bargaining agreement with NEPBA Local 429. Alderwoman Kaslow second. Approved. Vote 7-0.
- 11.** Adjournment: Deputy Mayor Austin motioned to adjourn. Alderwoman Brinkman second. Approved. Vote 7-0.

04/10/23

City of Vergennes Accounts Payable

Page 1

11:44 am

Check Warrant Report # 61869 Current Prior Next FY Invoices

Treasurer

All Invoices For Check Acct OF (General) 03/29/23 To 04/11/23

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
A&DAUTO	A & D AUTOMOTIVE INC	32803 VPD - 2020 FORD - SVC	81.88	0.00			--/--/--
A&H	A & H SIGNS AND BANNERS	032723INV DPW - METAL SIGN	65.00	0.00			--/--/--
AAP	ADVANCE AUTO PARTS	308032518 VFD - HYDRAULIC FITTINGS	44.27	0.00			--/--/--
AAP	ADVANCE AUTO PARTS	308032524 DPW - HYDRAULIC FITTINGS	6.11	0.00			--/--/--
AAP	ADVANCE AUTO PARTS	308432716 VFD - HALOGEN SEALED BEA	14.24	0.00			--/--/--
AAP	ADVANCE AUTO PARTS	308432717 VFD - AUTO CLNG PRODUCTS	157.85	0.00			--/--/--
AAP	ADVANCE AUTO PARTS	308621427 VFD - LONG LIFE BULB	5.59	0.00			--/--/--
AAP	ADVANCE AUTO PARTS	308632763 DPW - HYDRAULIC FITTING	1.73	0.00			--/--/--
AAP	ADVANCE AUTO PARTS	308832873 VFD - GLASS CLEANER	23.88	0.00			--/--/--
AAP	ADVANCE AUTO PARTS	309133021 VFD - MULTI BALL MOUNT	52.24	0.00			--/--/--
AAP	ADVANCE AUTO PARTS	309621514 DPW - BRAKE CLEANER	15.96	0.00			--/--/--
ACFA	ADDISON COUNTY FIREFIGHTERS AS	2023 DUES VFD - 2023 ANNUAL DUES	310.00	0.00			--/--/--
AFLAC	AFLAC	PR-03/01/23 Payroll Transfer	81.89	0.00			--/--/--
AFLAC	AFLAC	PR-03/08/23 Payroll Transfer	81.89	0.00			--/--/--
AFLAC	AFLAC	PR-03/15/23 Payroll Transfer	81.89	0.00			--/--/--
AFLAC	AFLAC	PR-03/22/23 Payroll Transfer	81.89	0.00			--/--/--
AFLAC	AFLAC	PR-03/29/23 Payroll Transfer	81.89	0.00			--/--/--
BADMANERI	ERIN BADMAN	703079 CH/VFD CUSTODIAL SVCS	580.00	0.00			--/--/--
BAILEYSPR	BAILEY SPRING AND CHASSIS	W19564 WW- 22 DODGE SVC	507.45	0.00			--/--/--
BCJOHNS	JOHNSON ELECTRIC	6778A VFD - GENERATOR GRNT/MTC	28948.07	0.00			--/--/--
BEN'S	BEN'S UNIFORMS	108159 VFD - DIBIASE SHIRTS	394.00	0.00			--/--/--
BEN'S	BEN'S UNIFORMS	108160 VFD - FRALEY SHIRT/PANTS	215.00	0.00			--/--/--
BEN'S	BEN'S UNIFORMS	108254 VFD - DIEHL-NOBLE JKCT/P	493.00	0.00			--/--/--
BEN'S	BEN'S UNIFORMS	108255 VFD - PERLEE JACKET/PANT	493.00	0.00			--/--/--
BEN'S	BEN'S UNIFORMS	108256 VFD- CHAMPINE PANTS	106.00	0.00			--/--/--
BEN'S	BEN'S UNIFORMS	108408 VFD - CHAMPINE SHIRT	82.00	0.00			--/--/--
BLUETARP	CAPITAL ONE TRADE CREDIT	1647712211 MARCH 23 AUBUCHON STMT	326.27	0.00			--/--/--
BRISTOL	TOWN OF BRISTOL	FEB23-TSO REIMB- FEB 23 HWY SAFETY	273.32	0.00			--/--/--
BRISTOL	TOWN OF BRISTOL	JAN23TSO REIMB - JAN 23 HWY SAFET	572.50	0.00			--/--/--
CC	CONSOLIDATED COMMUNICATIONS	0330STMT FEB-MAR PHONES	842.69	0.00			--/--/--
CITIZENS	CITIZENS BANK	031923STMT MAR 2023 CREDIT CARDS	2516.00	0.00			--/--/--
COMCAST	COMCAST	DPW APR 23 DPW - APRIL 2023	155.08	0.00			--/--/--
COMCAST	COMCAST	PD INT APR23 PD - APR 23 INTERNET	146.85	0.00			--/--/--
COMCAST	COMCAST	POOL APR 23 POOL - APRIL 2023	110.80	0.00			--/--/--
COMCAST	COMCAST	VFD APR 2023 VFD - APRIL 2023	181.10	0.00			--/--/--
COMCAST	COMCAST	WW APR 23 WWTP - APRIL 2023	155.08	0.00			--/--/--
DEGRFMAR	MARTHA DEGRAAF	REIMB-ZOOM REIMBURSEMENT - ZOOM CHG	45.97	0.00			--/--/--
DESABRAIS	DESABRAIS CLEANERS INC	DA-03-010513 VPD - UNIFORM REPAIRS	50.00	0.00			--/--/--
DUBOIS&KI	DUBOIS & KING INC.	123001 SIDEWALK PROJECT - ENG S	2414.71	0.00			--/--/--
DUBOIS&KI	DUBOIS & KING INC.	223289 SIDEWALK PROJECT - ENG S	1234.61	0.00			--/--/--
DUBOIS&KI	DUBOIS & KING INC.	323345 SIDEWALK PROJECT - ENG S	1933.00	0.00			--/--/--
ENCORE	ENCORE VERGENNES SOLAR I, LLC	000111 APR 2023 SOLAR SERVICES	2564.90	0.00			--/--/--
ENDYNE	ENDYNE INC	441574 WW - MNTHLY DMR SAMPLING	160.00	0.00			--/--/--
EYEMED	FIDELITY SECURITY LIFE INSURAN	PR-03/22/23 Payroll Transfer	44.19	0.00			--/--/--
GLOBAL	GLOBAL MONTELLO GROUP	298781 MARCH 2023 GAS CARDS	4648.65	0.00			--/--/--
GMPC	GREEN MOUNTAIN POWER CORPORATI	STRLGHTS0423 STREETLIGHTS MAR-APR 23	2695.39	0.00			--/--/--
GMPS	GREEN MOUNTAIN PIPELINE SERVIC	1972 8" CIPP CLEANING & INSP	23500.00	0.00			--/--/--
GRAINGER	GRAINGER	9654527929 WW - ROTATING VISE	638.96	0.00			--/--/--
ICMARC	MISSIONSQUARE	PR-03/01/23 Payroll Transfer	81.63	0.00			--/--/--
ICMARC	MISSIONSQUARE	PR-03/08/23 Payroll Transfer	81.63	0.00			--/--/--

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Check Warrant Report # 61869 Current Prior Next FY Invoices  
 All Invoices For Check Acct OF (General) 03/29/23 To 04/11/23

Treasurer

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ICMARC	MISSIONSQUARE	PR-03/15/23 Payroll Transfer	81.63	0.00			--/--/--
ICMARC	MISSIONSQUARE	PR-03/22/23 Payroll Transfer	81.63	0.00			--/--/--
ICMARC	MISSIONSQUARE	PR-03/29/23 Payroll Transfer	81.63	0.00			--/--/--
JACKMAN	JACKMAN FUELS INC	212603 DPW - HEATING FUEL	517.86	0.00			--/--/--
JACKMAN	JACKMAN FUELS INC	213499 DPW - HEATING FUEL	132.45	0.00			--/--/--
JACKMAN	JACKMAN FUELS INC	294233 VERG SKATING HUT - HEAT	342.39	0.00			--/--/--
KINNEYDRU	KINNEY DRUGS INC	022035648 VFD - CLEANING SUPPLIES	175.80	0.00			--/--/--
LAPETECON	LAPETE CONSTRUCTION	032323INV DPW - SNOW REMOVAL	300.00	0.00			--/--/--
LEAF	LEAF	14557569 CH - COPIER LEASE BAL	158.57	0.00			--/--/--
MES	MUNICIPAL EMERGENCY SERVICES	IN1842644 VFD - SCVA EQUIP SVC	795.00	0.00			--/--/--
MES	MUNICIPAL EMERGENCY SERVICES	IN1849891 VFD - SCBA EQUIP SVC	130.00	0.00			--/--/--
MONAGHAN	MONAGHAN SAFAR DUCHAM PLLC	21244 LEGAL SVCS - GENRL MTRRS	1057.50	0.00			--/--/--
MONAGHAN	MONAGHAN SAFAR DUCHAM PLLC	21245 LGL SVCS - POLICE NGTNS	652.50	0.00			--/--/--
MTE	MTE	03-360402 DPW - FITTINGS	225.04	0.00			--/--/--
NBM	NATIONAL BANK OF MIDDLEBURY	PR-03/29/23 Payroll Transfer	6287.56	0.00	6287.56	E1126956	03/29/23
NBM	NATIONAL BANK OF MIDDLEBURY	PR-04/05/23 Payroll Transfer	6528.34	0.00	6528.34	E 386024	04/05/23
NEPBA	NEPBA	PR-02/28/23 Payroll Trsf Bal	25.02	0.00	25.02	7228	03/02/23
NEPBA	NEPBA	PR-03/01/23 Payroll Transfer	75.00	0.00			--/--/--
NEPBA	NEPBA	PR-03/08/23 Payroll Transfer	75.00	0.00			--/--/--
NEPBA	NEPBA	PR-03/15/23 Payroll Transfer	75.00	0.00			--/--/--
NEPBA	NEPBA	PR-03/22/23 Payroll Transfer	75.00	0.00			--/--/--
NEPBA	NEPBA	PR-03/29/23 Payroll Transfer	75.00	0.00			--/--/--
NEPBA HWT	NEPBA HEALTH & WELFARE TRUST	PO-03/01/23 Payroll Transfer Bal	-0.13	0.00	-0.13	7229	03/02/23
NEPBA HWT	NEPBA HEALTH & WELFARE TRUST	PR-03/01/23 Payroll Transfer	56.29	0.00	56.29	7229	03/02/23
NEPBA HWT	NEPBA HEALTH & WELFARE TRUST	PR-03/08/23 Payroll Transfer	28.13	0.00			--/--/--
NEPBA HWT	NEPBA HEALTH & WELFARE TRUST	PR-03/15/23 Payroll Transfer	56.29	0.00			--/--/--
NEPBA HWT	NEPBA HEALTH & WELFARE TRUST	PR-03/22/23 Payroll Transfer	28.13	0.00			--/--/--
NEPBA HWT	NEPBA HEALTH & WELFARE TRUST	PR-03/29/23 Payroll Transfer	15.63	0.00			--/--/--
NEW YORK	NEW YORK LIFE INSURANCE	PR-03/01/23 Payroll Transfer	19.00	0.00			--/--/--
NEW YORK	NEW YORK LIFE INSURANCE	PR-03/08/23 Payroll Transfer	19.00	0.00			--/--/--
NEW YORK	NEW YORK LIFE INSURANCE	PR-03/15/23 Payroll Transfer	19.00	0.00			--/--/--
NEW YORK	NEW YORK LIFE INSURANCE	PR-03/22/23 Payroll Transfer	19.00	0.00			--/--/--
NEW YORK	NEW YORK LIFE INSURANCE	PR-03/29/23 Payroll Transfer	19.00	0.00			--/--/--
OUELJAS	JASON OUELLETTE	REIMB-DUES Reimburse NEPBA Dues	25.00	0.00	25.00	7319	04/04/23
PARROS	PARRO'S GUN SHOP INC	61915 VPD - WEAPONS PURCHASE	301.00	0.00			--/--/--
PETERM	PETER MCDURFEE	REIMB-VFD REIMBURSEMENT-VFD WRK MT	271.37	0.00	271.37	7321	04/04/23
PIKEINDUS	PIKE INDUSTRIES INC	1221804 DPW - COLD PATCH	267.52	0.00			--/--/--
PTS	PACIFIC TELEMAGEMENT SERVICE	1111965 MAR 23 POOL PAY PHONE	40.00	0.00			--/--/--
RCC	REAL CAPITAL CONSULTING INC	1351 MAR 23 APPRAISAL SVCS	1753.93	0.00			--/--/--
RHRSMITH	RHR SMITH & COMPANY	2023-0877 AUDIT - FIELD WRK PRGRSS	6500.00	0.00			--/--/--
RYANINC	J W & D E RYAN INC	326496 VFD - BOILER REPAIR	1544.00	0.00			--/--/--
SHELBURNE	SHELBURNE POLICE DEPARTMENT	4389 1ST QTR 23 DISPATCHNG SV	962.50	0.00			--/--/--
SHRHMUPHL	SHOREHAM UPHOLSTERY	02152023WO VFD - FABRICATE WINDSHLD	371.22	0.00			--/--/--
SONETICS	FIRECOM	INV343019 REPAIR - RADIO INTERCOM	175.00	0.00			--/--/--
SULLIKEE	KEEGAN SULLIVAN	REIMB-VFD REIMB - VFD WORK MTG	59.88	0.00	59.88	7320	04/04/23
TECHGRP	TECH GROUP	102031 CH - LAPTOP PROGRAMMING	80.00	0.00			--/--/--
TECHGRP	TECH GROUP	102237 CH - APR 23 SVC CONTRACT	1342.00	0.00			--/--/--
TECHGRP	TECH GROUP	102335 CH - DEC PC HARDWARE	688.75	0.00			--/--/--
USBANK	US BANK EQUIPMENT FINANCE	496815226 CH - COPIER LEASE	446.98	0.00			--/--/--
USBANK	US BANK EQUIPMENT FINANCE	497452144 VPD - COPIER LEASE	302.57	0.00			--/--/--

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City of Vergennes Accounts Payable

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Check Warrant Report # 61869 Current Prior Next FY Invoices

Treasurer

All Invoices For Check Acct OF (General) 03/29/23 To 04/11/23

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
VERTEC	VERTEC SUPPLY CO	23305 DPW - WOVEN RD FABRIC	305.00	0.00			--/--/--
VLCTBKSTR	VERMONT LEAGUE OF CITIES & TOW	SO1007 MUNICIPAL CALENDAR POSTE	5.00	0.00			--/--/--
VLCTBKSTR	VERMONT LEAGUE OF CITIES & TOW	SO1097 VLCT - 2022 CBS REPORT	100.00	0.00			--/--/--
VMERS	VMERS DB 1 4	PR-03/01/23 Payroll Transfer	3606.05	0.00			--/--/--
VMERS	VMERS DB 1 4	PR-03/08/23 Payroll Transfer	3969.30	0.00			--/--/--
VMERS	VMERS DB 1 4	PR-03/15/23 Payroll Transfer	3351.01	0.00			--/--/--
VMERS	VMERS DB 1 4	PR-03/22/23 Payroll Transfer	3612.21	0.00			--/--/--
VMERS	VMERS DB 1 4	PR-03/29/23 Payroll Transfer	3570.88	0.00			--/--/--
VT TAXES	VERMONT DEPT OF TAXES	PR-03/01/23 Payroll Transfer	925.53	0.00			--/--/--
VT TAXES	VERMONT DEPT OF TAXES	PR-03/08/23 Payroll Transfer	1091.22	0.00			--/--/--
VT TAXES	VERMONT DEPT OF TAXES	PR-03/15/23 Payroll Transfer	842.72	0.00			--/--/--
VT TAXES	VERMONT DEPT OF TAXES	PR-03/22/23 Payroll Transfer	950.57	0.00			--/--/--
VT TAXES	VERMONT DEPT OF TAXES	PR-03/29/23 Payroll Transfer	890.72	0.00			--/--/--
WBMASON	W B MASON CO INC	237179798 CH - SUPPLIES	265.90	0.00			--/--/--
WBMASON	W B MASON CO INC	237215282 VPD - TOILET TISSUE/PPR	70.27	0.00			--/--/--
WBMASON	W B MASON CO INC	CM1698076 CH - BOTTLE DEP RETURN	-12.00	0.00			--/--/--
WORKSAFE	WORKSAFE TRAFFIC CONTROL INDUS	30262 VFD - EMERGNCY R/U SIGN	519.33	0.00			--/--/--
WORKSAFE	WORKSAFE TRAFFIC CONTROL INDUS	30312 VFD - SIGN STAND	283.32	0.00			--/--/--
YIPES	YIPES AUTO ACCESSORIES	2924 VPD - FORD EQ2 SVC	138.00	0.00			--/--/--
YIPES	YIPES AUTO ACCESSORIES	F000523 VPD - FORD EQ1 SVC	225.00	0.00			--/--/--
YIPES	YIPES AUTO ACCESSORIES	G25319 VPD - FORD EQ2 SVC	65.57	0.00			--/--/--

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Treasurer

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			136,514.63	0.00	13,253.33		

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 \$ \*\*\*136,514.63.

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

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**Town Received Applications**  
 Displaying records 1 - 14

Number of records 14 

DLL - Application Id	External Status	Business/Entity Name	Application Category	Application For	Renewal Application	Application Type	Start date of event
DLL - Application - 21525	Application sent to municipality	35C LLC	OCP	Outside Consumption Permit	✓	Permit	
DLL - Application - 23112	Application sent to municipality	Vermont Wine Shoppe, LLC	Second Class	Second Class License	✓	License	
DLL - Application - 23114	Application sent to municipality	Vermont Wine Shoppe, LLC	Tobacco	Tobacco License	✓	License	
DLL - Application - 23355	Application sent to municipality	Strong Horse Inn, Inc.	Third Class	Third Class Restaurant/Bar License	✓	License	
DLL - Application - 23356	Application sent to municipality	Strong Horse Inn, Inc.	First Class	First Class Restaurant/Bar License	✓	License	
DLL - Application - 23452	Application sent to municipality	Midtown Pizzeria, LLC	First Class	First Class Restaurant/Bar License	✓	License	
DLL - Application - 23951	Application sent to municipality	Community Market, LLC	Tobacco	Tobacco License	✓	License	
DLL - Application - 23952	Application sent to municipality	Community Market, LLC	Second Class	Second Class License	✓	License	
DLL - Application - 24007	Application sent to municipality	Three Squares Cafe, Inc.	First Class	First Class Restaurant/Bar License	✓	License	
DLL - Application - 24012	Application sent to municipality	Three Squares Cafe, Inc.	OCP	Outside Consumption Permit	✓	Permit	
DLL - Application - 24045	Application sent to municipality	Midtown Pizzeria, LLC	OCP	Outside Consumption Permit	✓	Permit	
DLL - Application - 24368	Application sent to municipality	Fraternal Order of Eagles, Addison County Aerie	First Class	First Class Club License	✓	License	
DLL - Application - 24388	Application sent to municipality	Fraternal Order of Eagles, Addison County Aerie	OCP	Outside Consumption Permit	✓	Permit	
DLL - Application - 24389	Application sent to municipality	Fraternal Order of Eagles, Addison County Aerie	Third Class	Third Class Club License	✓	License	

**LICENSE AGREEMENT between the City of Vergennes  
and 35C LLC d/b/a Bar Antidote & Hired Hand**

THIS AGREEMENT is made by and between the City of Vergennes, a municipal corporation (herein referred to as City), and 35C LLC d/b/a Bar Antidote & Hired Hand, the owner/lessees of a business located at 35 Green Street, (herein referred to as Owner).

WHEREAS, Owner desires to offer its patrons outdoor seating for service of food and beverage on the public right-of-way in three public parking spaces in front of its business, an area measuring 480 square feet, and

WHEREAS, the City wishes to foster out-of-doors dining from commercial establishments located in the Central Business District but at the same time to assure that such establishments are appropriately designed, managed and maintained in such a fashion as to be complimentary to the appearance of the district.

NOW THEREFORE, the parties have agreed to the following terms and conditions of this Agreement.

1. Owner may construct, maintain and operate at its own expense an out-of-door dining area for the on-premise consumption of food and beverage (herein referred to as the premises). The area shall be limited to the three (3) marked parallel parking spaces immediately in front of the premises facing School Street. Owner shall define and enclose the area by temporary chain or rope.
2. Owner shall during the entire period that the premises exist on the public right-of-way maintain and police the premises in a good, clean and orderly condition and free of debris. Owner shall locate a refuse receptacle within the defined area to service the outdoor serving area. The receptacle shall be emptied regularly so that it does not overflow at any time.
3. The City grants Owner the right to place the parklet cafe on the public right-of-way for a term commencing May 1, 2023 and terminating on October 31, 2023 or sooner as provided herein. In return, the Owner agrees to pay the City a fee of \$480 determined at 480 square feet multiplied by \$1.00 per square foot.
4. Owner acknowledges that no property or other right in the maintenance of the premises is created other than as specifically defined and limited by this Agreement.
5. Owner shall at its own expense remove all elements of the premises immediately upon expiration or sooner termination of this Agreement, and if Owner fails to do so, the City may, at its sole option, take possession and ownership of any elements remaining on the public right-of-way and Owner shall pay to the City the cost(s) of their removal.
6. Owner shall at all times prior to the termination of this Agreement and to the delivery to the City of sole control of the public right-of-way affected by this Agreement, indemnify,



defend, and hold the City harmless against all liability, loss, cost, damage or expenses sustained by the City, including attorney's fees and other expenses of litigation arising

- A. on account of or through the use of the public right-of-way affected by this Agreement and/or improvements construction thereon and/or the exercise of any rights granted pursuant to this Agreement, by Owner, or by another person;
- B. arising out of, or directly or indirectly due to, any failure of Owner in any respect promptly and faithfully to satisfy its obligations under this Agreement or under any applicable provision of law, rule, regulation, or applicable bylaw of any governmental authority.

7. Owner also shall, at all times prior to expiration or sooner termination of this Agreement and return to the City of sole possession of the public right-of-way affected hereby, indemnify, defend and hold the City harmless against all liens and charges of any and every nature that may at any time be established against the premises or any improvements thereon or therein or any part thereof as a consequence, direct or indirect, of any act or omission of Owner or as a consequence, direct or indirect, of the existence of Owner's interest under this Agreement.

8. Owner shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Vergennes Ordinance, State or Federal Statute, or controlling bylaw, regulation or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

9. Owner shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express written consent of the City. Any unauthorized action in violation of this provision shall be void, and shall terminate at the City's option Owner's rights pursuant to this Agreement.

10. Owner shall maintain in effect through the term of this Agreement public liability insurance providing for a minimum of \$500,000.00 combined single limit, which insurance shall cover any accident, injuries or damage suffered on, about, or within the premises or as a result of the exercise of rights granted pursuant to this Agreement.

11. Owner shall deliver proof of insurance to the City upon signing this Agreement. Such proof will be attached to this Agreement as Exhibit A. Proof shall be in the form of certificates from an insurance company authorized to do business in the State of Vermont, which certificates shall contain the provision that such insurance shall be non-cancelable except after ten- (10) days' written notice to the City. Such insurance shall name the City of Vergennes as a co-insured and the certificates shall so state.

12. Owner shall police and maintain the premises in a manner that, in the sole discretion of the City, befits the appearance of the Central Business District. If failure to perform

maintenance in the manner deemed appropriate by the City shall continue for forty-eight (48) hours after written notice thereof, the City may on its sole option declare this Agreement terminated, and require action as under Paragraph 6 above, or may contract with others for maintenance of the premises. Where the City opts to contract with others for the maintenance of the premises, Owner shall be responsible for all such costs and shall be assessed an additional fifteen percent (15%) surcharge on such costs, payable to the City on demand.

13. Owner shall at its own cost repair or replace any damage or injury done to its improvements or to the public right-of-way affected by this Agreement, or any part thereof, caused by any reason. If Owner fails to make such repairs or replacements promptly, the City may, at its option, make such repairs or replacements, and Owner shall repay the cost(s) thereof plus fifteen percent (15%) payable to the City on demand.

14. If the rights created by this Agreement shall be taken or condemned for any public purpose, by the City of Vergennes or by any other appropriate governmental entity, to such an extent as to render the public right-of-way unusable for the provision of out-of-doors dining space this Agreement shall, at the option of either party, forthwith cease and terminate.

15. This Agreement is made on the express condition that if Owner shall default in the performance of any terms and conditions of this Agreement and the default shall continue for forty-eight (48) hours after written notice of any default in meeting its obligations hereunder is given by the City to Owner, then the City shall have the option to declare this Agreement ended and to require action as described in Paragraph 6 above. In the event that the City gives written notice to Owner of its option to declare this Agreement ended, Owner shall cease commercial use of the premises immediately upon receipt of such written notice.

16. In the event that the City terminates the rights of Owner pursuant to this Agreement, the Owner shall be responsible to reimburse the City for all of the City's costs including the removal and other costs described above, attorney's fees, litigation fees, sheriff's fees, etc., arising from the City's availing itself of its rights pursuant to this Agreement.

17. Failure of the City to declare any default immediately upon occurrence thereof, or delay in taking action in connection therewith, shall not waive such default, but the City shall have the right to declare any such defaults, at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

18. All personnel and equipment costs incurred by the City in installing barricades and other safety features shall be reimbursed to the City within thirty (30) days of services rendered. City reimbursement costs requested of the Owner shall not exceed the actual cost incurred by the City.

AGREED to at Vergennes, Vermont this \_\_\_ day of April, 2023.

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City Manager, Duly Authorized Agent

AGREED to at Vergennes, Vermont this \_\_\_\_ day of \_\_\_\_, 2023.

35C LLC, d/b/a/ Bar Antidote & Hired Hand

\_\_\_\_\_  
By: Ian Huizenga, President

Ian Huizenga signs and enters this Agreement individually as personal guarantor of the duties, responsibilities, liabilities and obligations of 35C LLC.

\_\_\_\_\_  
Ian Huizenga

STATE OF VERMONT  
ADDISON COUNTY, SS.

At Vergennes, Vermont, this \_\_\_\_ day of \_\_\_\_, 2023, Ian Huizenga, personally appeared and he acknowledged this instrument, by her sealed and subscribed, to be her free act and deed, and the free act and deed of said business.

Before me, \_\_\_\_\_  
NOTARY PUBLIC

STATE OF VERMONT  
ADDISON COUNTY, SS.

At Vergennes, Vermont, this \_\_\_\_ day of \_\_\_\_ 2023, \_\_\_\_\_ personally appeared and he acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me, \_\_\_\_\_  
NOTARY PUBLIC

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 Additional edits by Ron Redmond on 4/5/23.

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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" which is part of the space adjacent to the main lobby also used by the Vergennes Partnership, 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.

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.

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.

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.

**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

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~~TENANT.~~ TENANT shall provide appropriate coverage or cause to be required appropriate coverage for any event where alcohol is served in the "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 system.

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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:

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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. 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. For events and activities requested by City Government and their Departments, where attendees are charged a fee or must purchase a ticket for participation, the TENANT agrees to charge the OWNER a rate equal to or less than the lowest rate charged to other nonprofits for comparable activities/events and less than the rate charged to for-profit entities for comparable activities/events.

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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.

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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.

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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.

17. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties their respective heirs, successors and assigns and may be modified only in writing, signed by both parties.

18. **DISPUTES AND ENFORCEMENT:** This AGREEMENT and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Vermont. All rights and remedies provided by this AGREEMENT or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this AGREEMENT. If any provision of this AGREEMENT shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

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If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

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The parties shall endeavor to resolve any dispute arising out of or in relation to this AGREEMENT, ("Dispute") by way of discussion and then mediation, to be initiated by written request by the party seeking mediation. If the Dispute is not resolved within sixty (60) days of the initial request for mediation, then the Dispute shall be resolved by an appropriate action to be commenced in the Vermont Superior Court or the United States District Court for the District of Vermont as the case may be.

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19. **VOTER APPROVAL:** Pursuant to the Charter of the City of Vergennes, all leases of real estate owned by the City of Vergennes require approval by the voters at an annual or special City meeting warned for this purpose. The parties agree that this AGREEMENT will terminate immediately if not approved by the voters of the City of Vergennes.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

CITY OF VERGENNES

By: \_\_\_\_\_

Ron Redmond, City Manager

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STATE OF VERMONT  
COUNTY OF ADDISON, SS.

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At Vergennes, in said County and State, on this \_\_\_\_\_, 2023, before me personally appeared Ron Redmond, and duly authorized agent of The City of Vergennes, and 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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Before me,  
Notary Public  
My Commission Expires:

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**FRIENDS OF VERGENNES OPERA HOUSE**

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By: \_\_\_\_\_  
Gerianne Smart, President

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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.

Before me,  
Notary Public  
My Commission Expires:

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IN WITNESS WHEREOF, the parties hereby execute this Agreement on the 1<sup>st</sup> day of November 2022.¶

¶

Witness: \_\_\_\_\_ City of Vergennes¶

\_\_\_\_\_ Ron Redmond¶ City Manager¶

¶

STATE OF VERMONT¶

COUNTY OF ADDISON, SS¶

¶

At Vergennes, Vermont, this 1<sup>st</sup> 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¶

To:	City Council	
From:	Martha DeGraaf	
Subject:	Swimming Pool Fees 2023	
Date:	April 11, 2023	
Below are the recommended rates for the 2023 Season		
<b>Daily fees</b>	2022 Season	2023 Season
Age 12 and above	\$ 5.00	\$6.00
Age 4 to 11	\$ 3.00	\$4.00
3 and Under	Free (with paying Adult)	
<b>Season pass -Residents</b>		
Vergennes Residents Single-person	\$ 60.00	\$ 60.00
Senior (65+)	\$ 55.00	\$ 55.00
Household	\$ 130.00	\$ 130.00
<b>Season pass – Non-residents</b>		
Single-person	\$85.00	\$95.00
Senior (65+)	\$65.00	\$90.00
Household	\$180.00	\$235.00
<b>Swim Lessons</b>		
Vergennes Residents	\$60.00	
Non-Residents	\$70.00	
<b>Pool Rental</b>	\$75.00	\$100.00
<p><b>Complimentary Military Season Pass</b> – Any Vergennes household that contains a family member on active duty in the military is provided with a family season pass at no charge. The value of a complimentary military season pass can be used as a credit towards lesson fees for any member or members of the family.</p> <p><b>Half-Season Rate</b> – A season’s pass may be purchased on or after August 1st calculated at 50 percent of the full-season rate.</p> <p><b>All members of the Vergennes Swim Team</b> are required to purchase a season’s pass.</p>		

April 11, 2023

TO: City Council  
FROM: Martha DeGraaf, Recreation Coordinator  
RE: Request for Funds for Pool

BACKGROUND: At the 3/14/23 City Council meeting, staff reported to the City Council that of the \$49,050.25 in ARPA funds (before the creation of the Infrastructure Investment Fund) approved to pay for an emergency generator at the fire station, and a Dodge Ram 3500 Dump Truck for Public Works – only \$15,000 is now needed. The Council determined that the difference of \$34,050.25 is to be spent by 6/30/23 for projects approved by the city council.

I'm writing to request that these funds be allocated for the Pool to ensure a seamless opening. Following are the estimates we have in hand for specific projects and items:

Electrical Services	\$15,000
Pump & Motor	\$ 5,000
Drainage Work	\$7,500
Miscellaneous items including Main Drain Grate Assembly Battery for ADA Lift, Clips for Gutter, anchors for lift chair.	<u>\$5,000</u>
Sub Total	\$29,500

We are awaiting a price for the cost of grounding the pool. We request that the council approve up to \$34,050.25 for expenses, understanding that we anticipate receiving funds from an insurance claim. We will report back to the council with those details and a full accounting of expenses.



*Proven Expertise & Integrity*

April 7, 2023

Mr. Ron Redmond, City Manager  
City of Vergennes  
PO Box 35  
Vergennes, Vermont 05491

Dear Mr. Redmond,

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide the City of Vergennes for the fiscal year ended 2022.

We will perform consulting services which the City of Vergennes has specified, as indicated below.

Objective and Services to be provided:

- Staff & Other Support Services: fixed assets database creation and support and production of depreciation schedules for FY22

This engagement is solely to perform consulting services for the City of Vergennes, as indicated above. Our engagement will be conducted in accordance with standards for consulting services established by the American Institute of Certified Public Accountants. The sufficiency of the service is solely the responsibility of those parties specified above. Consequently, we make no representation regarding the sufficiency of the service described above for any purpose. If, for any reason, we are unable to complete the service, we will describe any restrictions on the performance of the service in a report or will not issue a report as a result of this engagement.

Because the consulting services listed above do not constitute an attest engagement, we will not express an opinion on the Staff & Other Support Services: fixed assets database creation and support and production of depreciation schedules for FY22. In addition, we have no obligation to perform any services beyond those listed above.

Ron Smith is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

City of Vergennes's Responsibilities:

During our engagement, the City of Vergennes's management is responsible for the following:

- Making all management decisions and performing all management functions;
- Designating an individual who possesses suitable skill, knowledge, and / or experience, preferably within senior management, to oversee the services;
- Evaluating the adequacy and results of the services performed;
- Accepting responsibility for the results of the services; and
- Establishing and maintaining internal controls, including monitoring ongoing activities.

Unless unforeseeable problems are encountered, the engagement should be completed by May 31, 2023.

We estimate that our fees for these services will be billed at a rate of \$125 per hour and will take approximately 120 hours, with an estimated total not to exceed \$15,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of services.

Very Best,



RHR Smith & Company, CPAs  
RHRS/NA/22

RESPONSE:

This letter correctly sets forth the understanding of the City of Vergennes.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

April 12, 2023

TO: Vergennes City Council  
 FROM: Ron Redmond  
 RE: Background Information re: Civilian Review

**Vermont Statutes, Title 20 : Internal Security And Public Safety  
 Chapter 151 : Vermont Criminal Justice Council, Subchapter 002 : Unprofessional Conduct  
 (Cite as: 20 V.S.A. § 2402)**

§ 2402. Law enforcement agencies; duty to adopt an effective internal affairs program

- (a) Each law enforcement agency shall adopt an effective internal affairs program in order to manage complaints regarding the agency's law enforcement officers.
- (b) The Council shall create an effective internal affairs program model policy that may be used by law enforcement agencies to meet the requirements of this section. (Added 2017, No. 56, § 1, eff. July 1, 2018.)

**Page 1, "VERGENNES POLICE DEPARTMENT, Internal Investigations Policy"**

Purpose: The purpose of this policy is to ensure the integrity of the Vergennes Police Department members by establishing an effective internal affairs program to ensure prompt and thorough investigation of alleged or suspected misconduct. Such procedures will:

1. Clear the innocent;
2. Provide early indicators of possible personnel issues;
3. Establish guilt of wrong doers;
4. Facilitate prompt and just disciplinary action;
5. Uncover defective procedures or material; and
6. Provide a mechanism for civilian review.

**Page 8, "Report on and Proposal for a Community Review Board in Vergennes, Vermont," January 11, 2022**

**Is a Community Review Board necessary in Vergennes, and, if so, why?** First, the CRBEC considered the meaning of the word "necessary." Vermont state law requires that "each law enforcement agency adopt an effective internal affairs program in order to manage complaints regarding the agency's law enforcement officers" (20 VSA 2402) and that an effective internal affairs program shall "provide [...] for review of officer discipline by civilians which may be a selectboard or other elected or appointed body, at least for the conduct required to be reported to the Council under this subsection" (20 VSA 2401(4)(E)). Therefore, from a legal standpoint, the CRBEC finds that some form of community review board is necessary. While the City Council itself can technically fulfill this statutory requirement, we believe a group specifically focused on this matter is warranted.

**Title 20 : Internal Security And Public Safety**

**Chapter 151 : Vermont Criminal Justice Council**

**Subchapter 002 : Unprofessional Conduct****(Cite as: 20 V.S.A. § 2401)****• § 2401. Definitions**

As used in this subchapter:

(1) “Category A conduct” means:

(A) A felony.

(B) A misdemeanor that is committed while on duty and did not involve the legitimate performance of duty.

(C) Any of the following misdemeanors, if committed off duty:

(i) simple assault, second offense;

(ii) domestic assault;

(iii) false reports and statements;

(iv) driving under the influence, second offense;

(v) violation of a relief from abuse order or of a condition of release;

(vi) stalking;

(vii) false pretenses;

(viii) voyeurism;

(ix) prostitution or soliciting prostitution;

(x) distribution of a regulated substance;

(xi) simple assault on a law enforcement officer; or

(xii) possession of a regulated substance, second offense.

(2) “Category B conduct” means gross professional misconduct amounting to actions on duty or under authority of the State, or both, that involve willful failure to comply with a State-required policy or substantial deviation from professional conduct as defined by the law enforcement agency’s policy or if not defined by the agency’s policy, then as defined by Council policy, and shall include:

(A) sexual harassment involving physical contact or misuse of position;

(B) misuse of official position for personal or economic gain;

(C) excessive use of force under authority of the State, first offense;

(D) biased enforcement;

(E) use of electronic criminal records database for personal, political, or economic gain;



(F) placing a person in a chokehold;

(G) failing to intervene and report to a supervisor when the officer observes another officer placing a person in a chokehold or using excessive force.

(3) “Category C conduct” means any allegation of misconduct pertaining to Council processes or operations, including:

(A) intentionally exceeding the scope of practice for an officer’s certification level;

(B) knowingly making material false statements or reports to the Council;

(C) falsification of Council documents;

(D) intentional interference with Council investigations, including intimidation of witnesses or misrepresentations of material facts;

(E) material false statements about certification status to a law enforcement agency;

(F) knowing employment of an individual in a position or for duties for which the individual lacks proper certification;

(G) intentional failure to conduct a valid investigation or file a report as required by this subchapter; or

(H) failure to complete annual in-service training requirements.

(4) “Effective internal affairs program” means that a law enforcement agency does all of the following:

(A) Complaints. Accepts complaints against its law enforcement officers from any source.

(B) Investigators. Assigns an investigator to determine whether an officer violated an agency rule or policy or State or federal law.

(C) Policies. Has language in its policies or applicable collective bargaining agreement that outlines for its officers expectations of employment or prohibited activity, or both, and provides due process rights for its officers in its policies. These policies shall establish a code of conduct and a corresponding range of discipline.

(D) Fairness in discipline. Treats its accused officers fairly, and decides officer discipline based on just cause, a set range of discipline for offenses, consideration of mitigating and aggravating circumstances, and its policies’ due process rights.

(E) Civilian review. Provides for review of officer discipline by civilians, which may be a selectboard or other elected or appointed body, at least for the conduct required to be reported to the Council under this subchapter.

(5) “Unprofessional conduct” means Category A, B, or C conduct.

(6)(A) “Valid investigation” means an investigation conducted pursuant to a law enforcement agency’s established or accepted procedures.

(B) An investigation shall not be valid if:

- (i) the agency has not adopted an effective internal affairs program;
- (ii) the agency refuses, without any legitimate basis, to conduct an investigation;
- (iii) the agency intentionally did not report allegations to the Council as required;
- (iv) the agency attempts to cover up the misconduct or takes an action intended to discourage or intimidate a complainant; or
- (v) the agency's executive officer is the officer accused of misconduct.

(7) "Chokehold" means the use of any maneuver on a person that employs a lateral vascular neck restraint, carotid restraint, or other action that applies any pressure to the throat, windpipe, or neck in a manner that limits the person's breathing or blood flow. (Added 2017, No. 56, § 1, eff. July 1, 2018; amended 2019, No. 147 (Adj. Sess.), § 5, eff. Sept. 1, 2020; 2021, No. 27, § 5, eff. Oct. 1, 2021.)

**Community Engagement ~~Citizen~~ ADVISORY COMMITTEE DRAFT as of 04/11/23**

**BACKGROUND:** A report produced by the City Council-appointed Citizen Review Board Exploratory Committee ([CRBEC](#)) in January, 2022 and IACP report, is the catalyst for the creation of the Community Engagement Committee. ~~Advisory Board.~~

**ESTABLISHMENT:** The Community Advisory Committee will be established under the direction of the Vergennes City Council and managed by the City Manager. ~~The committee meets quarterly. ¶~~

**PURPOSE**

- To provide Community input to ~~a sounding board~~ for the City Manager and the Chief of Police regarding Community needs and concerns
- To serve as a resource for the City Manager and Police Chief to assist in the formation of strategies for Community policing programs, increasing public awareness about public safety, and furthering engagement and transparency.

**INITIAL DUTIES:**

1. **Participate in a public process to address Recommendations #5 and #6 of the IACP Report.**
  - a. **Recommendation #5: Develop mission and vision statements.** *In collaboration with community stakeholders, VPD should develop statements that clearly articulate the mission and vision of the department. A mission statement would clearly define the intent and willingness to work with the community at all levels. Moreover, it would provide officers with a clear direction of the agency's expectations.*
  - b. **Recommendation #6: Implement a strategic plan for the Vergennes Police Department.** *A strategic plan with actionable items and scope of services should be developed for the police department. This should be developed through a strategic planning process that includes the department, city officials, and members of the community. The documentation should include areas the police department should patrol and attend community events. Recommendations # 5 and 6 of the IACP report i.e. bringing the community together to create a 1) mission /vision and 2) a strategic plan (i.e. hours of operation, etc. )*
2. ~~At quarterly meetings, receive,~~ review and provide feedback on regularly-provided reports concerning
  - a. Number and types of citizen complaints and compliments received
  - b. Calls for service
  - c. Uniform Crime Reporting, Part 1 (Crimes Against Persons and Property Crime)
  - d. Annual operating budget

~~Once each year, organize and hold a public forum~~ Other issues and topics for discussion include those of contemporary challenges where a broad spectrum of viewpoints are represented. Examples of topics include, but are not limited to:

- e. Public safety issues affecting our community's quality of life
- f. Community Policing Policies and Initiatives
- g. Racial equity issues
- h. Use of Force

- i. Mental Health Response
- j. Neighborhood Crime Prevention
- k. Criminal activity and trends
- l. Transparency in operation

**AUTHORITY:** The Committee acts solely in an advisory capacity. In its capacity as an advisory committee, the Committee is intended to be an expression of the community viewpoints.

**COMPOSITION:** The Committee is made up of five members, appointed by the City Council, who represent a broad and diverse range of Community interests and experiences from business, education, non-profits, faith community, youth, etc. Members must be Vergennes residents or employed by a Vergennes ~~business~~ ~~businesses~~ or organization. The Vergennes City Council and the NEPBA ~~may~~ serve on the committee as liaisons only. Both are non-voting members and serve to advise members of the Committee regarding city policy, Vermont laws as they relate to governing and policing, and VPD policies and procedures.

Members are chosen for their demonstrated commitment to the Community and are appointed by the Council each March for one-year terms. They serve on a volunteer basis, receiving no compensation.

#### **COMMITTEE EXPECTATIONS**

- attend scheduled meetings and be prepared to engage in honest and productive dialogue.
- interest in learning about law enforcement.
- members who miss three regular Committee meetings in a year may be considered for replacement.
- treat fellow committee members with dignity and respect.
- attend and participate in major police events, such as National Night-Out.
- coordinate with city staff to schedule a ride-along with a Vergennes police officer and take a tour of the Police Department to familiarize themselves with department operations.

**ADMINISTRATIVE SUPPORT:** The City Manager and City Hall staff provide all administrative support to the Community ~~Engagement Advisory~~ Committee. ~~The position of Chair, meeting specifics and rules of governance will be established by the Community Engagement Committee. A member of the Committee serves as secretary.~~ Meetings are publicly warned and minutes are posted on the city's website.

Vergennes BP19(6) Main Street Sidewalk  
Project between Macdonough Drive and

Grant Agreement MLA - Executed 12/19/19

Federal/State 80% match	\$202,000			
Vergennes 20% match	\$50,500			
TOTAL GRANT	\$252,500			
	<b>2/9/2020</b>	<b>12/9/2021</b>	<b>1/3/2023</b>	<b>3/30/2023</b>
<b>Project Cost</b>	<b>\$268,524</b>	<b>\$284,332</b>	<b>\$ 306,382.00</b>	<b>\$376,837</b>
LESS Federal/State 80% match	(\$202,000)	(\$202,000)	(\$202,000)	(\$202,000)
To be covered by Vergennes	\$66,524	\$82,332	\$ 104,382.00	\$174,837
Vergennes Required 20% match	\$50,500	\$50,500	\$50,500	\$50,500
Costs Exceeding Grant	\$16,024	\$31,832	\$ 53,882.00	\$124,337
Total City Funds Needed for Project	\$66,524	\$82,332	\$104,382	\$174,837
Funds expended by city towards project, 3/30/23				(\$10,181)
Balance remaining in West Main Improvement Fund				(\$48,424)
				<b>\$116,232</b>