

Board of Aldermen Committee Minutes

Date: 8/13/15 Chair: DAVIS Convened: 5³⁰ PM Adjourned: 6⁴⁵ PM

Committee <input type="checkbox"/> Charter & Ordinance <input checked="" type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> General <input type="checkbox"/> Public Safety	<input type="checkbox"/> Public Works <input type="checkbox"/> Recreation <input type="checkbox"/> Intermunicipal <input type="checkbox"/> Special Liquor <input type="checkbox"/> Human Resource
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Rutland City Clerk
Received On

Committee Members Present <input checked="" type="checkbox"/> Dave Allaire <input checked="" type="checkbox"/> Chris Etori <input type="checkbox"/> Gary Donahue <input checked="" type="checkbox"/> Sharon Davis <input type="checkbox"/> Tom DePoy <input type="checkbox"/> Melinda Humphrey	AUG 13 2015 City of Rutland, Vermont <input type="checkbox"/> Jon Skates <input type="checkbox"/> Ed Larson <input type="checkbox"/> William Notte <input checked="" type="checkbox"/> Chris Siliski <input type="checkbox"/> Matt Bloomer
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Others Present <input type="checkbox"/> Dave Allaire <input type="checkbox"/> Chris Etori <input type="checkbox"/> Sharon Davis <input type="checkbox"/> Tom DePoy <input type="checkbox"/> Melinda Humphrey <input type="checkbox"/> Jon Skates	<input checked="" type="checkbox"/> Gary Donahue <input checked="" type="checkbox"/> William Notte <input type="checkbox"/> Ed Larson <input type="checkbox"/> Chris Siliski <input type="checkbox"/> Matt Bloomer <input checked="" type="checkbox"/> Rep. Hub Russell	<input type="checkbox"/> Mayor Louras <input type="checkbox"/> Treasurer Wilton <input type="checkbox"/> Attorney Romeo <input checked="" type="checkbox"/> Other <u>TOM DONAHUE - Chamber</u> <input checked="" type="checkbox"/> Other <u>Ed Clark</u> <input checked="" type="checkbox"/> Other <u>Greg Cox VFFC</u>
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Motions/Discussion Cover for train at Vermont Fairness Food Center
 1913 Railroad Railway car located at VFFC on West St
 in 2013. This Railroad car is City owned via a gift from
 the Green Mt. Railroad Corporation.
 Per Minutes of the General Committee in 2012 the
 City needed to take ownership or loose the train
 and its important history to Rutland. The Vermont
 Fairness Food Center offered to have the train
 and caretaker ship. A cover would be needed to
 protect the train from the elements and the
 Chambers would begin some fund raising activities.
 \$10,000.00 was raised and a grant for \$1,500.00.
 an account was established in the Treasurer's Office.
 Most of the 10,000.00 was used to refurbish the
 train and get it to its current location.
 Herb Russell was also able to have improvements to the

over

train done in North Walpole N.H. with no cost to the City.

The Vermont Farmer Food Center - Created a budget based on the design by Ed Clark who donated his services.

Engineering services were donated and number of materials to build the post and beam structure. A barn raising will occur.

The proposed structure will protect the train and last 100 years.

The Chamber will market the train as a tourist destination.

Motion ⁽¹⁾ - to approve the use of the Zeneas funds not to exceed \$33,000.00 and I so move
Motion passed 4-0.

(2) To authorize the City attorney to develop an agreement with the Vermont Farmer Food Center discussing maintenance and liability and I so move.

Or going fund raising will occur to maintain a maintenance fund.

Rutland Herald

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Article published Sep 29, 2009

Old rail car on track for city

By STEPHANIE M. PETERS STAFF WRITER

Rutland City is on track to soon reclaim a rare artifact from its storied rail past.

At the request of the Rutland Region Chamber of Commerce, Vermont Railway Inc. has agreed to donate to the city a 1913 Rutland Railway coach car, one of two original Rutland cars that will be taken out of service on the Green Mountain Flyer this year.

David Wulfson, president of Vermont Railway Inc., said his company will also provide the rail siding for the car, which the chamber hopes will be a centerpiece for a train depot or museum near the downtown train station.

There's just one caveat: The city must construct a covered structure that will protect the car from the elements before taking delivery. To help get that effort off the ground, the chamber Executive Director Tom Donahue and President John Valente on Monday convened the first meeting of what they're calling the "On Track Committee."

Donahue and Valente hand-picked a group of city officials, business community members and rail supporters they said have the will to guide the project through every hurdle — including first selecting and getting clearance for a location and later fundraising to cover construction costs.

On Monday, architect Edward Clark, of Nimtz, Berryhill and Figiel Architects was asked to speak to his firm's partners about designing a structure to cover the car, while city officials including Mayor Christopher Louras and the Downtown Rutland Partnership's Michael Coppinger were tasked with researching site possibilities. While the city owns the land that the train station and some of the surrounding parking lot sit on, Centro Properties owns much of the rest of the Rutland Shopping Plaza.

Once architectural plans are created, developer Joe Giancola, who was also asked to join the committee, has agreed to handle the construction, design and engineering, which includes coming up with cost estimates for the project.

At that point, the committee will then turn to fundraising. Ideas suggested on Monday included tapping the Zamias Fund, exploring Agency of Transportation enhancement grant opportunities and invoking the train station dedication to former Sen. James Jeffords as a fundraising tool — which is where committee members such as Rutland City Democratic state Rep. Steve Howard and Pat Menduni, a former Jeffords staffer, were asked for their input.

While there is no set timeline for the project, it's unlikely it will be completed this year, according to Donahue. He said he'd like to hold the next committee meeting within a month to keep the project's momentum alive.

Dovetailing with the project was news from Friends of Rutland Rail member Herb Font-

Russell that Amtrak, enthused by the community's revived interest in promoting their Ethan Allen passenger service, has agreed to make several enhancements to the train station. Those will include a new, lighted sign at the station's peak, solar-powered Amtrak signs at each of the two Evelyn Street entrances to the plaza, a new public address system and a digital board inside the station, Font-Russell said.

"Amtrak is just thrilled with Rutland right now," Font-Russell said. "They'll do anything for Rutland because they're thrilled with the recent interest."

Creating a train attraction around a retired train car is not a new concept; White River Junction has also taken ownership of an antique car and built a structure which Donahue, Valente and Font-Russell have all visited as they consider how to create a similar attraction in Rutland. The Shelburne Museum also houses several antique cars and will receive the second car that's being retired from the Green Mountain Flyer, according to Wulfson.

"If they just sit around they're going to go into disrepair," Wulfson said. "I'd just as soon put them on display for the public. ... It will be interesting to see this put in Rutland."

stephanie.peters@rutlandherald.com

Addendum 2		
C. Cost & Budget		
Post and Beam Shelter for Rutland 551		
Item	Actuals	In-Kind
Painted Metal Roof	\$ 13,288.00	\$ 2,500.00
Framing Timber - Gagnon Lumber		
Framing Material	\$ 9,927.00	\$ 2,500.00
Framing Timber - Walker Saw Mill		
Coating Frame Preservative	\$ * 2,500.00	
Bracing, Fasteners, Stairs etc.	\$ 2,168.00	\$ 2,500.00
Labor - Green Mountain Timber Framers		
Concrete Footings and Piers	\$ 3,150.00	
Architectural Drawings - Ed Clark NBF Architects		
Structural Design	\$ 25,380.00	<i>donated</i>
Labor - Marble Valley Engineering		
Lift Rental	\$ * 1,500.00	\$ 1,500.00
Labor- Skilled Community Volunteers		
Site Work	\$ 1,100.00	
Totals	\$ 59,013.00	\$ 9,000.00

*would need approx
\$33,000.00 -*

STORAGE LEASE AND DONATION AGREEMENT

STORAGE AND DONATION LEASE AGREEMENT (hereinafter referred to as "Lease"), dated as of March __, 2013, between **GREEN MOUNTAIN RAILROAD CORPORATION**, a Vermont Railroad Corporation, of 1 Railway Lane, Burlington, Vermont, (hereinafter referred to as "Lessor") and **CITY OF RUTLAND VERMONT**, a Vermont chartered municipality with its, (hereinafter referred to as "Lessee").

I. DONATION OF GIFT

1. **Lessor makes irrevocable gift of equipment.** As of the date of the signing and execution of this Lease the Lessor does hereby irrevocably gift to Lessee and Lessee hereby accepts the following property (hereinafter referred to as "Gift") from Lessor free from any encumbrances whatsoever except as may be set forth in this Lease:

(1) GMRC 551 - Passenger coach; Built July 1913; steel under-frame conversion; 4-wheel commonwealth truck; 5x9 friction bearings; 61'0"; 51 tons; wood superstructure, as is, where is.

2. **Warranties.** Lessor makes no warranty as to the condition of the Gift and Lessee accepts the Gift in "AS-IS, WHERE-IS" condition and from the date of this Lease Lessee hereby accepts all liability and risk of loss associated in anyway with the Gift. Lessee warrants that it will use its best effort to remove the Gift from the Premises on or before November 1, 2013, at its sole cost and expense. Lessee further warrants that it is a lawful Vermont municipal chartered corporation in good standing.

3. **Conditions of Gift.** Lessee hereby agrees to use its best effort to preserve the Gift in its collection in a manner that would be considered appropriate within the railroad museum community. Lessee shall affix a plaque or similar display acceptable to Lessor clearly and visibly identifying on the Gift as to the source of the gift being from Lessor and Lessee in consultation with the Lessor shall arrange for a public dedication ceremony with appropriate advertising.

4. **Gift Letter.** Lessee shall within thirty (30) days of the execution of this Lease issue to Lessor a gift acknowledgement letter suitable for Lessor's use for tax purposes under the Internal Revenue Code.

II. LEASE

1. **Leased Property; Term of Lease.** Upon and subject to the conditions and limitations set forth below, Lessor leases to Lessee, and Lessee rents from the Lessor, the following property located within Lessor's premises known as the Green Mountain Railroad Engine House Railyard in North Walpole, New Hampshire or if the Lessor so chooses the Vermont Railway Railyard in Rutland Vermont, hereinafter collectively referred to as the "Premises". The Premises being more particularly described as, viz:

Lessor determined track storage space for the Gift within the railyard adjacent to the

said Green Mountain Railroad Engine House in North Walpole, New Hampshire, or if the Lessor so chooses the Vermont Railway Railyard in Rutland Vermont so-called.

TO HAVE AND TO HOLD unto Lessee, subject to all of the terms, conditions and provisions hereof, and unless otherwise set forth in this agreement this Lease shall remain in full force on a day to day basis, or until the parties hereto, their successors or assigns, may mutually agree to the amendment or termination hereof, whichever shall first occur.

2. **Rents / Deposits.** Lessee shall pay the Lessor rental and fees for the leased Premises as follows:

1. Rent is \$0.00 from the date of execution of the Lease until October 31, 2013, and then beginning on November 1, 2013 the rent shall be \$2.00 per day, payable monthly in advance.
2. The Lessee shall make rental payments to:
Green Mountain Railroad Corporation
1 Railway Lane
Burlington, VT 05401
3. If the rental payment is not made by the 10th day following the date such rent is due for each month the Lessee shall be in default of this Lease and subject to immediate eviction. A \$50.00 late payment fee will become due and payable for any payments made after the 10th day following the day that said rent was due and interest shall accrue on any overdue rent and penalties at a rate of 1.5% per month compounded.

3. **Use of Property.** Lessee shall use the Premises solely for the storage of the Gift. The Lessee is not granted any right of entry upon the property hereby, unless or until Lessee provides the Lessor advance notice, either in writing or by telephone that it intends to enter the property for the purpose of inspection, repair or protection of the Gift. Notwithstanding the foregoing the Lessee may not enter upon the property where the Gift is stored unless or until it is accompanied by the Lessor or its duly authorized agent. In no event shall the Lessee do or permit any act or thing which might (a) impair the value or usefulness of the Premises, or any part thereof, or (b) adversely affect the rate of fire, liability and other insurance of Lessor on the building in which the Premises are a part, or (c) constitute a public or private nuisance or waste or violation of law. Lessee shall use the Premises in a quiet and orderly fashion without disturbance to other occupants of the Premises. Lessee shall at its expense, procure, maintain and comply with all permits, licenses and other authorizations for Lessee's use of the Premises then being made. Lessor hereby reserves the right to move the Gift if in its sole discretion it determines that it needs to for its convenience or necessity.

4. **Indemnification by Lessee.** Lessee will protect, indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, but without limitation, the duty to defend Lessor, attorney's fees and expenses) imposed upon or incurred by or asserted against Lessor or against the Premises by reason of the occurrence or existence while Lessee is in possession of the Premises or any interest therein of any accident, injury to or death of persons or loss of or damage to property occurring on the Premises or any part thereof as a result of or in connection with (a) Lessee's use or occupancy of the Premises, and (b) any use, nonuse or condition of the Premises or any part thereof resulting from Lessee's use or occupancy of the Premises which are not otherwise Lessor's obligations pursuant to this Lease,

and (c) any negligence or tortious act on the part of the Lessee or any of its agents, contractors, sub-Lessee, licensees or invitees, including, but not limited to, the storage and removal of the Gift. Lessee shall procure at its sole cost and expense insurance, and/or insure that any contractors doing work on the Gift or while on the Premises have insurance, in a form and amount that is acceptable to Lessor and a Certificate of Insurance provided there for, prior to Lessee being granted access to the Gift or the Premises.

5. Taxes. Lessee shall at all times be responsible for and pay, before any fine, penalty, interest or cost may be added for non-payment, all municipal, county, state or federal taxes assessed against the Gift or other personal property of any kind owned, installed or used in or on the Premises. Lessor shall be solely responsible for the real estate taxes of the Town of North Walpole which may be assessed against the Gift, if any.

6. Compliance For Use of Premises. Except as to Lessor's obligations, Lessee at its expense will maintain and comply with all permits, licenses, and other authorizations required for any use of the Premises or any part thereof then being made, and for the proper storage and removal of Lessee's Gift.

7. Assignment by Lessee. This Lease may not be assigned by the Lessee..

8. Events of Default; Consent to Lien. In the event that the Lessee shall fail to pay rent in accordance with the terms of this Lease the Lessee acknowledges and agrees that any unpaid rent, penalties and/or interest shall constitute a lien on the Gift, and the Gift shall not be removed from the Premises until such time as all moneys owed are paid in full.

9. Damages. In the event of the removal of the Gift, the Lessee shall notify the Lessor at least 24 hours in advance of its intention to remove the Gift from the Premises. The Gift shall not be removed from the property without supervision by Lessor or its duly authorized agent, and shall not be moved in a manner that poses an unreasonable risk of damage to persons or property. In the event that persons or property are damaged at any time by either the storage or removal of the Gift the Lessee shall be strictly liable for all such damage. In the event that a contractor is engaged to remove the Gift, the Lessee shall cause said contractor to be insured with general liability insurance with \$1,000,000.00 policy limits, to name the Lessor as an additional insured and present a Certificate of Insurance, prior to permission is given to remove the Gift. Failure to cause said insurance conditions to be met shall constitute a default under this agreement, which shall immediately vest in a lien upon the Gift, with removal being lawfully prevented until such time as this condition is met. Further, the failure to pay for any damages that are not otherwise covered by insurance shall also create a lien on the Gift, and to the extent that may be required by law, the parties agree that this document shall constitute a sufficient Security Agreement for said lien.

10. Choice of Law. This Lease shall be governed by the laws of the State of Vermont.

11. Complete Agreement. This Lease represents the entire agreement of the parties and no modification thereto shall be enforceable unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the date hereof.

IN THE PRESENCE OF: LESSOR

By _____ Date March , 2013
BRENT BREWER, General Manager

STATE OF VERMONT
WINDHAM COUNTY, ss:

At Bellows Falls, Vermont, this ___th day of March, 2013, personally appeared BRENT BREWER, General Manager of GREEN MOUNTAIN RAILROAD CORPORATION, and acknowledged this Lease duly signed by him to be the free act and deed of GREEN MOUNTAIN RAILROAD CORPORATION.

Before me _____ February 10, 2015
Notary Public Commission Expires

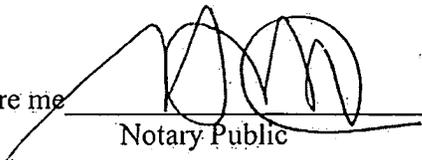
IN THE PRESENCE OF: LESSEE

By  Date March 7, 2013
CHRISTOPHER C. LOURAS, Mayor

STATE OF VERMONT
RUTLAND COUNTY, ss:



At Rutland, Vermont, this 7th day of March, 2013, personally appeared CHRISTOPHER C. LOURAS, Mayor of the CITY OF RUTLAND VERMONT, and acknowledged this Lease duly signed by him to be the free act and deed of CITY OF RUTLAND VERMONT.

Before me  February 10, 2015
Notary Public Commission Expires

CITY OF RUTLAND, VERMONT
Board of Aldermen Minutes
Monday, December 17, 2012

Members Present; President Allaire, Aldermen Kierman, Romeo, Notte, Donahue, Siliski, *Robinson, Sargeant, DePoy and Davis, City Attorney Costello and City Clerk Heck. Alderman Robinson arrived at 7:35PM, Alderman Wallstrom was absent.

President Allaire called the meeting to order at 7 PM.

MINUTES OF PREVIOUS MEETING (Monday, December 3, 2012)

A motion was made and seconded (Davis, Romeo) to approve the minutes from the previous meeting.

Motion passed.

OUTSIDE THE RAIL

Kathleen Krevetski, a Rutland City Resident spoke on the health and safety issues of adding Chloramine to the City water supply.

Kam Johnston came before the Board with several requests resulting from his BCA hearing. Mr. Johnston sought what he felt were inefficiencies in the BCA process and was requesting the Board of Aldermen intervene. Mr. Johnston also mentioned recording issues within lister cards and the Grand List. No Action was taken.

Brennan Duffy asked the Board for a referral of the Property Tax Stabilization Issue to the appropriate committee. A motion was made and seconded (Davis, Romeo) to refer the stated issue to the Community and Economic Development Committee. **Motion passed.**

COMMUNICATIONS FROM THE MAYOR

Invite Proposals for Parking Deck

A motion was made and seconded (Robinson, Davis) to suspend the rules and take the issue up that evening.

Motion passed.

A motion was made and seconded (Robinson, Davis) authorizing the Mayor to invite proposals. **Motion passed.**

REPORTS AND LETTERS FROM DEPARTMENT HEADS AND OFFICIALS

Barbara Allen; RRA, Request to Set Public Hearing

President Allaire read the request from Barbara Allen to set a public Hearing for the Rutland Creek Path on Monday, January 7, 2013 at 6:45 PM. This request was so moved and seconded (Davis, Robinson). **Motion passed.**

Andrew Costello; City Attorney, Request for Executive Session: Labor Relations Agreement with Employees

President Allaire asked for the request to be moved to the end of the meeting. There were no objections.

Andrew Costello; City Attorney, Request for Executive Session: Civil Action

President Allaire asked for the request to be moved to the end of the meeting. There were no objections.

Andrew Costello; City Attorney, Request for Executive Session: Contracts

President Allaire asked for the request to be moved to the end of the meeting. There were no objections.

Wendy Wilton; Treasurer, Treasurer's Report

A motion was made and seconded (Davis, Romeo) to receive and place on file. **Motion passed.**

REPORTS OF STANDING COMMITTEES**Christopher Robinson; Chair, General Committee**

Alderman Robinson read his report stating that his committee met to discuss the issue of a railcar donation. He stated that the 1913 Rutland Railway Coach Car had been donated to the City, with a location of the current train station as a suitable location to exhibit it. The cost to house the railcar was estimated at \$50,000. Unfortunately only \$10,000 had been raised. The Vermont Farmers Food Center (VFFC) offered to take and display the car for the City. They offered to build a suitable structure to hold and display the rail car. They stated that the City would still own the car.

A motion was made and seconded (Robinson, Notte) to authorize the City Attorney to draft an agreement to have the rail car located at the VFFC with the City retaining ownership of the rail car and to have the VFFC reimbursed for any reasonable cost incurred associated with the construction of a shelter on their property if the rail car is moved. **Motion passed.** A motion was made and seconded (Robinson, Notte) to authorize the City Attorney to draft a letter of intent to accept the rail car and to have it placed in the City by September 1, 2013. **Motion passed.**

William Notte; Chair Public Works

Alderman Notte stated that during his committee budget meeting, the committee wished to introduce approving the Streetlight Improvements line (100-7-30-40-730.000) at their December 17th BOA meeting. A motion was made and seconded (Notte, Sargeant) to assign \$325,771 of the City's unassigned fund balance for the purpose of funding an LED conversion Project for leased streetlights, due to long term energy savings associated with the project. Any financial incentives from Efficiency Vermont (assumed to be \$127,000) will be used to offset the total cost of the project and be recorded as revenue to the General Fund. **Motion passed.**

Chris Siliski; Chair, Finance Committee

Alderman Siliski stated that his committee met to discuss the Water and Sewer Rate Study in preparations for the water-sewer budget review. The Committee heard from the Commissioner and the Business Manager that usage had declined and so the estimated usage to set the budget had also been reduced. The committee sought to focus on setting a stable tax rate. They discussed the financial positions of both the water and sewer

and sought ways to keep rates down. The Following motions where presented to the full Board.

A motion was made and seconded (Siliski, Davis) to have the Treasurer prepare a schedule of outstanding capital debt borrowed by the City water-sewer system and the varied terms-amounts of each payment. **Motion passed.**

A motion was made and seconded (Siliski, Davis) asking the DPW Commissioner to provide the BOA with a timely list of suggested cuts that equals 8% of the current proposed budget. Note, the 8% figure was based on Alderman Sargeant's calculation of the estimated % of decrease in usage. **Motion passed.**

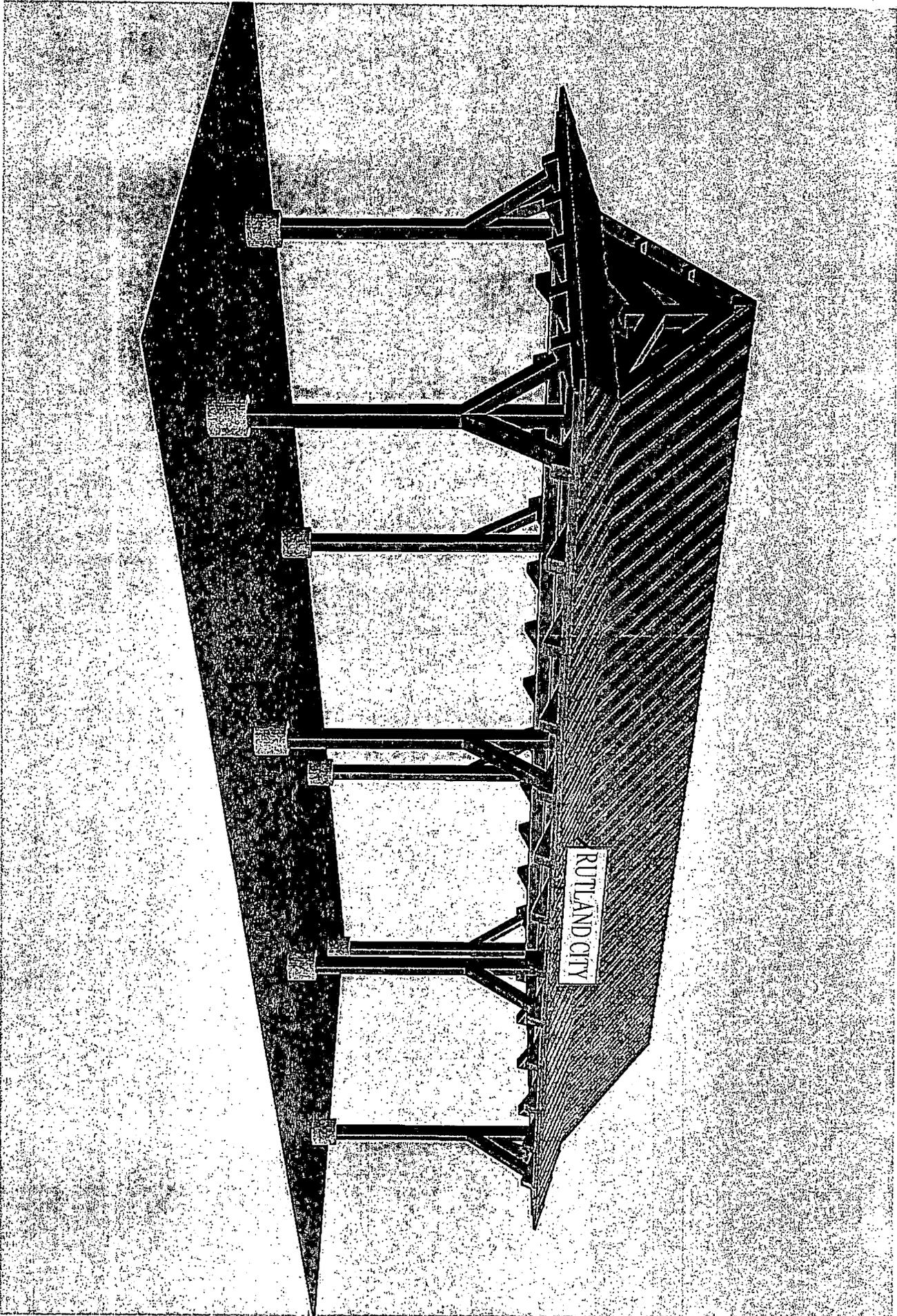
A motion was made and seconded (Siliski, Davis) asking the DPW Commissioner to provide the BOA with a timely list of varied meter fees and a statement of expected impact the potential adjusted fees will have on the water-sewer rates up to a doubling. **Motion passed.**

Alderman Robinson asked the Clerk to notify the Commissioner of those request.

Alderman Robinson updated the Board on the issue of the West St. Cemetery and the hole in the fence. Alderman Robinson stated that the hole had been repaired and considered the issue closed.

REPORTS OF SELECT COMMITTEES

Nothing to Report



Board of Aldermen Committee Minutes

Date: 12/6/12	Chair: Robinson	Convened: 5:00 p.m.	Adjourned: 5:50 pm
Committee	<input type="checkbox"/> Charter & Ordinance <input type="checkbox"/> Community & Economic Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> General <input type="checkbox"/> Inter-municipal	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Recreation <input type="checkbox"/> Special Liquor <input type="checkbox"/> Tax Abatement	

Committee Members Present	<input type="checkbox"/> Dave Allaire <input type="checkbox"/> Chris Siliski <input type="checkbox"/> Gary Donahue <input type="checkbox"/> Sharon Davis <input type="checkbox"/> Tom DePoy <input type="checkbox"/> Jon Kiernan	<input checked="" type="checkbox"/> William Notte <input checked="" type="checkbox"/> Christopher Robinson <input type="checkbox"/> Charles Romeo <input type="checkbox"/> Sean Sargeant <input checked="" type="checkbox"/> David Wallstrom
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Others Present	<input type="checkbox"/> Dave Allaire <input type="checkbox"/> Chris Siliski <input type="checkbox"/> Charles Romeo <input type="checkbox"/> Sharon Davis (5:20) <input checked="" type="checkbox"/> Tom DePoy <input type="checkbox"/> David Wallstrom	<input type="checkbox"/> Gary Donahue <input type="checkbox"/> William Notte <input type="checkbox"/> Christopher Robinson <input type="checkbox"/> Sean Sargeant <input checked="" type="checkbox"/> Jon Kiernan <input type="checkbox"/> Mayor Louras	<input type="checkbox"/> Treasurer Wilton <input type="checkbox"/> Assessor Keefe <input type="checkbox"/> City Attorney Costello <input checked="" type="checkbox"/> Other <u>DRP Mike Coppinger</u> <input checked="" type="checkbox"/> Other: <u>Deb Murphy VT Rail</u> Greg Cox, Brennan Duffy Tom Donahue, David O'Rourke
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Motions/Discussion

Issue:

Rutland Passenger Rail Car being donated to the city by the Vermont Rail System.

Discussion:

The issue has been before the board previously. The board voted to accept the donation of the 1913 Rutland Railway coach car and to place by the train station. There was a condition that the Chamber of Commerce would fundraise for the expense of constructing a shelter to house the car and protect it from the elements, which was expected to cost roughly \$50k.

Discussion have dated back to September of 2009 and again in August of 2010. Fundraising efforts only raised \$10k to date. David Wulfson, president of Vermont Railway Inc., expressed through Deb Murphy, that they needed the city to take possession of the car prior to the end of 2013 summer, or they would have to find another home for it.

Michael Coppinger expressed his organizations desire to have the car located in the downtown and near the train station, but acknowledged that when they went to measure out the area for the car and the housing next to the station it did not fit. He had no alternative viable downtown location to provide.

The Vermont Farmers Food Center (VFFC), through its representatives Greg Cox and David O'Rourke, represented that they would be willing and able to construct a shelter to house the car in their West St. location. Their board has already voted to approve the car being located on their site. Discussion ensued about the logistics of how that scenario would play out. Mr. Cox and O'Rourke understood the time constraint with getting a shelter built quickly. They assured the committee that everything necessary would be in place by summertime so that the city could accept the car and place it there.

The committee ultimately agreed in concept that the city would retain ownership of the car. The car could be lent to the Vermont Farmers Food Center to be housed on their property until a date in the future at which point the city could identify a location in the downtown to house it. Many voiced concern that once the car was placed it would never be moved from that location, however, the committee recognized that if we did not accept the car we would lose it. There were no other viable locations in the downtown or any foreseeable in the near future.

Motion(s)

A motion was made to have the city attorney draft an agreement to have the rail car located at the Vermont Farmers Food Center with the city retaining ownership of the rail car and to have the VFFC reimbursed for any reasonable costs incurred associated with the construction of a shelter on their property. The motion passed 3-0.

IP the car is moved
Motion to have the attorney draft and send a letter of intent to accept the car and have it placed in the city by September 1, 2013. Motion passed 3-0.