

## **Council Minutes**

**April 17, 2023**

A duly warned meeting of the Newport city council was held on Monday, April 17, 2023, immediately following a Public Hearing on a proposed Interim Bylaw Amendment. Present were Mayor Beth Barnes, City Council President John Wilson, Council Members Kevin Charboneau, Chris Vachon, and Clark Curtis, City Manager Laura Dolgin, City Clerk/Treasurer James D. Johnson, Zoning Administrator Francis Cheney, Planning Commission Chairman John Monette, Public Works Director Tom Bernier, Recreation Director Mike Brown, Stacey Therrien, Rebecca Therrien, Dave Converse, members of the Press and Public.

Mayor Barnes called the meeting to order at 6:18 PM immediately following a Public Hearing.

### **Approval of Minutes**

Mr. Wilson moved to approve the minutes of April 3, 2023. Seconded by Mr. Vachon, the motion was carried unanimously.

### **Public comment**

None.

### **Interim Bylaw Amendment (attached)**

Mr. Vachon moved to approve the Interim Bylaw Amendment as presented. Seconded by Mr. Charboneau, the motion carried unanimously.

### **Memphremagog Maritime Snack Bar Lease (attached)**

Mr. Vachon moved to approve the Lease Agreement between Memphremagog Community Maritime, Inc., and the City of Newport for the snack bar/ticket booth at the Gateway Center subject to approval by the City Attorney, and authorize the City manager to execute the agreement. Seconded by Mr. Charboneau, the motion carried unanimously.

### **Authorize the City Attorney to Conduct the Tax Sale**

Mr. Charboneau moved to authorize the City Attorney to conduct the Tax sale. Seconded by Mr. Vachon, the motion was carried unanimously.

### **Municipal Building Parklet Name**

Mr. Charboneau moved to remove the item from the agenda. Seconded by Mr. Vachon, the motion was carried unanimously.

### **National Opioid Settlement Participation**

Mr. Vachon moved to approve participation in the National Opioid Settlement. Seconded by Mr. Charboneau, the motion carried unanimously.

### **Annual Appointment to the Community Broadband Communications Union District**

Mr. Vachon moved to appoint Woodman Page, Representative to the Community Broadband Communications District. Seconded by Mr. Charboneau, the motion carried unanimously.

Mr. Wilson moved to appoint Chris Vachon as first alternate to the Community Broadband Communications District. Seconded by Mr. Charboneau, the motion carried unanimously.

Mr. Wilson moved to appoint Beth Barnes as second alternate to the Community Broadband Communications District. Seconded by Mr. Curtis, the motion was carried out unanimously.

### **Discussion About When to Release non-confidential Materials from Council Packets to the Public**

Mr. Charboneau moved to release non-confidential council meeting materials to the public on Fridays. Seconded by Mr. Curtis, the motion was carried out unanimously.

### **New Business**

Mr. Johnson presented Liquor Licenses for approval from Family Dollar, Le Belvedere, Tavern on the Hill, Westside Deli, Northeast Pizza, Eastside Restaurant and Buzzy's Redemption.

Mr. Wilson moved to approve Tobacco and Liquor Licenses as presented. Seconded by Mr. Charboneau, the motion carried unanimously.

Mr. Johnson presented a vendor's permit for approval from Green Mountain Farm to School. Mr. Charboneau moved to approve the Vendors Permit from Green Mountain Farm to School. Seconded by Mr. Vachon, the motion was carried unanimously.

Mayor Barnes noted that Prouty Beach opens the last week in April and the Waterfront opens in May.

**Old Business**

None.

**Next Meeting Date**

Monday, May 1, 2023, at 6:30 PM.

**Executive Session to Discuss the appointment of a Public Officer or employee, 1 VSA (3)(a)(3)**

Mr. Wilson moved to enter Executive Session. Seconded by Mr. Vachon, the motion was carried unanimously.

No action.

**Adjournment**

Mr. Charboneau moved to adjourn at 7:11 pm. Seconded by Mr. Curtis, the motion was carried unanimously.

Attested *James Johnson* This 1<sup>st</sup> Day of May 2023.

*Bob Bano* 5/1/2023  
Mayor

City Clerk 302.334-5138  
 City Clerk Treasurer 334-2112  
 Public Works Parks 334-2124  
 Zoning Admin Assistant 334-6002  
 Recreation 334-6045  
 Public Safety 334-5522



City of Newport  
 222 Main Street  
 Newport, Vermont 05855  
[www.newportvermont.org](http://www.newportvermont.org)

## City Of Newport

### Notice Of Public Hearing- Zoning Bylaw Amendment

Notice is hereby given to the residents of Newport, Vermont that the Newport City Council will hold a public hearing in the Newport City Council Room on Monday, April 17, 2023, at 6:00 p.m. The hearing will be held for public review and comment on a proposed Interim amendment of the Newport City Zoning Bylaws, pursuant to Title 24 VSA, Chapter 117.

The purpose of the Interim Bylaw is to clarify and expand the range of uses allowed on the ground floor of some downtown buildings where that use is currently limited to 'retail' while Newport undertakes and completes a comprehensive review and amendment of its Zoning & Subdivision Bylaws. The proposed Interim Bylaw will affect properties currently within the Form 1 or Form 2 form-based code districts. The full text of the proposed Interim Bylaw is provided below.

#### Proposed Interim Bylaw

Strike §210 Retail General Intentions in its entirety and replace with

#### §210 Active Ground Floor Use

Active ground floor uses are required in the story at sidewalk level on primary streets and, to a lesser degree on secondary streets as specified in §§5 §211. Active ground floor uses include any retail, dining (including drinking establishments), lodging, service (including government professional, financial, healthcare, personal and social service uses), recreation, arts or entertainment uses that regularly generate pedestrian traffic from customers or clients and contribute to an active street life.

Where a use will be in a building with storefront windows, those window openings must be retained in a manner that opens the street with merchandise displays or views into an active interior space; this will not be interpreted to prevent use of interior window blinds or curtains as needed to filter light or provide privacy. Fully, or partially filling in ground floor window openings will only be permitted if necessary to meet fire safety code or access requirements.

Where an active ground floor use is maintained along the street frontage for a depth into the building of at least 30 feet, interior ground floor space may be converted to a non-active, non-residential use.

All references to retail (Retail 1 and Retail 2 in any of the charts and diagrams in §211 will be interpreted to refer to active ground floor use in accordance with this section.

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023.

### 1. Parties

The City of Newport, a Vermont municipality in the County of Orleans and State of Vermont, (hereinafter referred to as the "Lessor") agrees to lease, let and rent to, and Memphremagog Community Maritime, Inc., a Vermont non-profit corporation with its principal place of business in the City of Newport, County of Orleans and State of Vermont, (hereinafter referred to as the "Lessee") and Lessee agrees to lease and rent from Lessor the premises described in Paragraph 2 hereof on the terms set forth below.

### 2. Description of Premises

A portion of the easterly portion of the structure known as the Gateway Center off Fyfe Drive in the City of Newport, which is "L-shaped" and identified as "Snack Bar 103" on Exhibit 1, which is annexed hereto, incorporated by reference herein and made a part hereof (hereinafter referred to as the "Premises").

### 3. Lease of Property

In exchange for the payment of an annual Rent, as hereinafter defined, Lessee shall lease, let, occupy, and peaceably enjoy the Premises on an exclusive basis for an initial Term, from May 1, 2023, until October 31, 2023, and such additional periods as set forth herein.

### 4. Term of Lease

The Lease shall commence on May 1, 2023 ("Commencement Date"), and shall continue for a term of six (6) months through October 31, 2023, (the "Term"), unless this Lease is terminated pursuant to Section 16, below. Following the initial Term, the Lease may be renewed for a second six-month term commencing May 1, 2024, and running through October 31, 2024, by mutual written agreement of the parties on the same terms and conditions as herein set forth.

### 5. Rent and Security Deposit

Lessee shall pay to Lessor rent as follows:

Lessee agrees to pay Lessor rent in the amount of One Hundred and Seventy Dollars (\$170) per month (the "Rent"), which rent shall be paid on or before the first

of the month. If rent is not paid by the fifth day of the month, a late fee of five percent (5%) shall be added and due upon payment of the Rent. At its option, the Lessee may pay rent in advance to the Lessor for the Term. Following the initial Term, the Rent shall increase to One Hundred and Seventy-Five Dollars (\$175) per month for the first renewal term that runs from May 1, 2024, through October 31, 2024. For any renewal terms subsequent to the first renewal term, monthly rent shall increase by Five Dollars (\$5), so by way of example, for the renewal term running from May 1, 2025, through October 31, 2025, the monthly rent will be One Hundred and Eighty Dollars (\$180).

In addition to the Rent, Lessee has paid, and Lessor acknowledges receipt of, a security deposit in the amount of Five Hundred Dollars (\$500) for the Premises upon its execution of this Agreement. The security deposit shall secure the performance of Lessee's obligations to pay Rent, expenses due to damage beyond reasonable wear and tear, and cleaning the Premises. Lessor may retain all or a portion of the security deposit for: 1) nonpayment of rent, 2) damage to the Premises unless the damage is the result of reasonable wear and tear, 3) cleaning the Premises to broom clean condition upon Lessee vacating the Premises if not performed by Lessee, and 4) expenses required to remove Lessee's belongings from the Premises in the event of non-renewal of this Lease. As used herein, the term "reasonable wear and tear" shall mean the deterioration which occurs, based upon the reasonable use for which the Premises are intended, without negligence, carelessness, accident or abuse of the Premises or supplied equipment or appliances by Lessee, its agents, employees, volunteers, contractors, patrons, successors and assigns. Any outstanding damage or costs over and above the amount of the security deposit shall be the responsibility of Lessee.

6. Inspection and Condition of Premises

The Lessee has inspected the Premises, is familiar with the condition thereof and acknowledges and agrees to accept the Premises in an "AS IS" condition; provided that all equipment located in the Premises shall be fully functional and in good working order on the Commencement Date. For the avoidance of doubt, Lessor shall provide electric and propane service to the Premises.

7. Use of the Premises

During the Term Lessee shall:

- a operate the ticket and a retail food sales, or snack bar, operation on the Premises during its normal business hours which are 10 a. m. to 6 p.m., Thursday through Monday. Any failure to maintain the foregoing schedule, or any change to the foregoing schedule, without giving

Lessor 72 hours' advanced notice in writing, shall be considered an event of default under Section 16 of this Agreement.

- b. perform routine cleaning and non-structural repair of the interior of the Premises and during the Term. Lessee shall perform structural repairs of the Premises if the damage is the result of the actions or inactions of Lessee, its agents, employees, volunteers, contractors, patrons, successors and assigns.
- c. be responsible for the physical security of the Premises and ensure that at all times Lessee is conducting ticket and retail food sales, the Premises are under the supervision of a responsible manager or staff.
- d. have the right to install and maintain appropriate signs on the exterior of the Premises that are approved in advance by Lessor, provided that the design, installation and maintenance of such signs shall be consistent with the zoning regulations of City of Newport and shall have the written approval of Lessor's City Manager prior to installation, which approval shall not be unreasonably withheld or delayed.
- e. provide for the adequate sanitary handling of all trash, garbage and other refuse produced in connection with operation of ticket and retail food sales. Lessee shall be responsible for disposing of said properly handled trash, garbage and refuse in the Gateway Center dumpster. Any disposal of Lessee's trash, garbage and refuse that will cause the capacity of the Gateway Center dumpster to be exceeded shall be disposed of by Lessee elsewhere at its own cost and expense.

#### 8. Insurance

Lessee shall procure and maintain at its own expense the following types and amounts of insurance for the term of this Agreement:

- a. Worker's Compensation in the Statutory amount; and
- b. General liability coverage for no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

Lessee further agrees that with respect to the above required insurances, Lessor shall be named as an additional insured. However, Lessor shall not have liability for any premiums charged for such coverage and the inclusion of Lessor as an additional insured is not intended to and shall not make Lessor a partner or joint venturer with Lessee in its operations pursuant to this Agreement. Also, Lessor shall be provided with a waiver of subrogation and be provided with sixty (60) days advance notice, in writing, of cancellation or material charge. Further, Lessor shall be provided with Certificates of Insurance evidencing the above-required

insurances, prior to the Commencement Date. Said notices and Certificates of Insurance shall be provided to the Parks & Recreation Director or City Manager. Lessor shall have the right to examine the required insurance policies upon reasonable notice to Lessee.

9. Representations and Warranties of Lessor

Lessor represents and warrants to Lessee that the following is true as of the date of this Agreement:

- a. The person identified and defined herein as Lessor has full power and authority to enter into this Agreement.
- b. The Lessor has full right, title and authority, to lease the Premises to Lessee on the terms herein contained.
- c. There are no outstanding claims, losses or demands against Lessor by any tenant or other person related to or affecting Lessor's ownership of, or the use or occupancy of, the Premises, or against the said Premises other than municipal real estate taxes and other similar assessments.
- d. To the best knowledge of Lessor, no hazardous waste has been generated, disposed of, stored or placed on, in or under the Premises, except for potentially lead paint, asbestos and potentially hazardous materials applied for agricultural purposes, such as pesticides.
- e. All access areas to Gateway Center, including all areas of ingress and egress to the Premises, are federal, state and local ADA compliant.

10. Representations and Warranties of Lessee

Lessee represents and warrants to Lessor that the following is true as of the date of this Agreement:

- a. Lessee represents and warrants to Lessor that it is fully authorized to enter into this Agreement, that the person executing this Agreement on behalf of Lessee is its Duly Authorized Agent, who has been authorized to execute the same for Lessee, and that this Agreement is binding upon and fully enforceable against Lessee.
- b. Lessee has identified and obtained all federal, state, county and local approvals and permits required for any maintenance, alterations or repairs to the Premises.



- c. All maintenance, alterations, repairs and any other work conducted on the Premises by Lessee, its agents, employees, volunteers, contractors, successors and assigns, shall be performed at their own risk, cost and expense, and in compliance with all federal, state, county and local laws, regulations, rules, orders, permits and approvals of whatever type, kind and nature, including the City of Newport zoning regulations.

11. Quiet Enjoyment & Peaceful Possession

Lessor covenants and warrants that (i) no other person or individual other than Lessor has an interest in or possession of the Premises; and (ii) in consideration of the payment of the Rent, for so long as Lessee occupies the Premises pursuant to the terms of this Agreement and faithfully observes such other obligations as it may have as a tenant, then Lessee shall be entitled to peaceable possession and quiet enjoyment thereof, free from interference by Lessor or anyone claiming under Lessor except as otherwise described herein, including but not limited to Lessor's right to inspect the premises upon reasonable notice to Lessee.

12. Lessee Fit-Up, Maintenance, Alterations and Repairs

After commencement of this Lease, Lessee, at its own cost and expense, shall commence any work required to construct, maintain and repair the interior of the Premises for its intended use. Lessee shall ensure that any work is performed in a good and workman-like manner. Lessee shall be solely responsible for all maintenance, and all non-structural repair or replacement of the interior of the Premises, except as provided in Section 7(b), above, but shall not make any alterations or repairs to the Premises without the express prior written consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed. If Lessor's consent is obtained, any alterations, and the maintenance, repair or replacement thereof, shall be at Lessee's expense, and such alterations or repairs shall comply with all applicable laws, regulations, rules, orders, permits and approvals of any governmental authority, or any rules or conditions established by Lessor or Lessor's insurance carriers. Any damage done to the Premises caused by Lessee shall be repaired by Lessee at Lessee's sole cost and expense. At the expiration of the Term or earlier termination of this Agreement, any of Lessee's work or improvements remaining in the Premises shall become the property of Lessor.

13. Indemnification

Lessee covenants and agrees to indemnify, defend and hold harmless Lessor, its elected and appointed officials, managers, agents and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, settlements, damages, actions or causes of action of any kind and nature including, but not limited to personal injury or death and property damage, in any way arising out of or resulting from any connection with the conduct of Lessee's activities pursuant to this Agreement. Lessee further agrees to pay all expenses in defending against any claims made against Lessor; provided however, that Lessee shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of Lessor, its elected and appointed officials and managers, agents, officers or employees. Lessee shall give prompt and timely notice of any claim or suit made or suit instituted which, in any way, directly, or indirectly, contingently or otherwise, affects or might affect Lessor.

14. Nondiscrimination

Lessee agrees that in the exercise of the rights and privileges herein granted for the furnishing of services hereunder to the public that it will:

- a. Furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof in compliance with all applicable laws and regulations, and
- b. Charge fair, reasonable and not unjustly discriminatory prices for each unit of service in compliance with all applicable laws and regulations; provided that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions based upon volume or to group customers.

Lessee for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, religion, color, sex, gender, national origin, handicap or sexual orientation shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Premises or Lessee's operations, and (2) that in the erection of any improvements or equipment by the Lessee and in the furnishings of services undertaken in accordance with this Agreement, no person on the grounds of race, religion, color, sex, national origin or handicap or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. That in the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess Premises and hold the same as if said Agreement had never been made or issued.

15. Force Majeure.

Neither Lessor nor Lessee shall be liable for failure to perform any of their obligations hereunder, or for damage or loss to the other party if such failure, damage or loss is caused by Acts of God or of the State, floods, war, disaster, riots, strikes, lockouts, force majeure, pandemic or any similar circumstances or other emergency or cause beyond the reasonable control of either party.

16. Default by Lessee: Termination.

- a. Lessee's failure to pay Rent or any other charges or expenses it is required to pay pursuant to this Lease when the same shall be due and payable, or Lessee's failure to perform or comply with any of the other terms, covenants, conditions, warranties and agreements herein contained on Lessee's part to be kept or performed shall constitute a default under this Lease ("Lessee's Default"). In the event of any alleged default by Lessee, Lessor shall give Lessee written notice of the alleged default and the Lessee shall then have 10 business days from the receipt of the notice to cure the alleged default. If the Lessee cures the alleged default prior to expiration of the 10-day period, the lease shall continue in full force and effect.
- b. Upon the occurrence of an uncured Lessee's Default, Lessor may at any time thereafter, give a written termination notice to Lessee specifying a date seven (7) days from the date of said notice on which this Lease shall terminate, and on such date, the term of this Lease shall terminate and all rights of Lessee under this Lease shall cease. All costs and expenses incurred by or on behalf of Lessor occasioned by any Lessee's Default shall constitute additional rent hereunder. If the City terminates this Agreement hereunder, Lessee shall remove its goods and effects from the Premises, and if Lessee shall fail to effect such removal such goods and effects by the termination date shall become the property of Lessor without the payment of any amount to Lessee therefore. In the event any condition of default shall occur, the Lessee shall relinquish any and all claims or restitution of improvements made structurally to Lessor and shall keep in effect all insurance required hereunder until the date of termination.
- c. Notwithstanding any provision herein to the contrary, either Party may terminate this Agreement at any time by providing the other Party with thirty (30) days' advanced written notice of termination. On such date thirty (30) days' after such notice of termination sent hereunder, the term of this Lease shall terminate and all rights of Lessee under this Lease shall cease. In the event this Agreement is

terminated pursuant to this Section 16(c), Lessor shall prorate the Rent based on the number of days remaining in the calendar month after the date of termination and will return any Rent paid for the remainder of the calendar month after the date of termination to Lessee.

17. Eminent Domain or Condemnation

- a. If, at any time during this Lease, title to a substantial portion (defined as the untaken part being insufficient for economic or feasible operation by Lessee, as reasonably determined by Lessee) of the Premises shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Lessor and those authorized to exercise such right (all such proceedings being collectively referred to herein as a "taking"), this Lease shall terminate and expire on the date of such taking and when possession of the whole or any part of the Premises shall be taken thereunder, the Rent and Additional Rent shall be apportioned and paid to the date of such possession. Any award for the value of the land, and any buildings and improvements, and loss of rent from Lessee shall belong to Lessor.
- b. If the title to less than a substantial portion of the Premises shall be taken in condemnation so that the business conducted on said premises can be continued without diminution (as reasonably determined by Lessee), this Lease shall continue in full force and effect. If the taking is not considered a substantial portion but does result in a diminution of the business conducted by Lessee, then the Lease shall continue but the net rent from and after the date of the vesting of title in the condemned area shall be equitably reduced by an amount equal to the percentage of the area of the interior of the Premises taken or condemned (as compared to the total interior area of the Premises immediately prior to such condemnation). Any award for the value of the land, buildings and improvements and loss of rents shall belong to the Lessor.

18. No Waiver

All waivers shall be in writing and signed by the waiving party. Any party's failure to enforce any provision of this Lease shall not be a waiver and shall not prevent that party from enforcing such provision or any other provision of this Lease in the future.

19. Recording of Agreement



- b. Lessor, upon reasonable advanced notice to the Lessee (which shall not be less than 24 hours), shall have the right to enter the Premises at any reasonable time for the purpose of inspection.
- c. Except as otherwise expressly provided herein, Lessee shall not sublet the Premises nor assign this Lease. Except as otherwise expressly provided herein, occupancy of the Premises shall be limited to the Lessee and Lessee's employees or contractors.
- d. The Lessee will not use nor allow the Premises, or any part thereof, to be used for any unlawful purposes, nor in any unreasonably noisy, boisterous, or other manner offensive to boaters or the residents in the surrounding neighborhood.
- e. With respect to its use of the Premises and as noted above, Lessee, at Lessee's sole cost and expense, shall comply with all applicable requirements of all federal, state, county, municipal, local or other applicable governmental authorities, now in force, or which may hereafter be at any time during the term of this Lease. If the use of the Premises should become prohibited, limited or restricted by any law, rule, regulation or ordinance, Lessee may, at its option, terminate the Lease by giving Lessor at least thirty (30) days' advanced notice in writing of its election to do so, provided, however, Lessee has not done or caused to be done anything prohibited by this Agreement which would contribute to or cause such prohibition, limitation or restriction.
- f. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee, sublessee or transferee of Lessee, absent express written agreement of Lessor and Lessee.
- g. The parties represent and warrant to one another that each has individually, or through legal counsel, actively participated in the finalization of this Lease Agreement, and in the event of a dispute concerning the interpretation of this Lease Agreement, each of the parties hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.
- h. Time is of the essence with respect hereto. It is understood and agreed that time and strict performance of all the terms herein shall be of the essence.

- i. This Agreement may be executed in multiple counterparts, and each part is to be considered an original. Signatures transmitted by facsimile or email shall be legal and binding, shall have the same full force and effect as if the original Agreement had been delivered and any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature are waived.
- j. The Lessee shall pay the Lessor any costs, including reasonable attorney's fees, Lessor incurs in enforcing any provision of this Lease or in seeking eviction of the Lessee for violation of any provision of this Agreement.

22. Waiver of Jury Trial

WAIVER OF JURY TRIAL: TO THE EXTENT ALLOWED BY LAW, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO INTERPRET OR ENFORCE THIS AGREEMENT. This waiver shall not apply to any future litigation between the parties relating to any other matter.

IN WITNESS WHEREOF, Lessor hereby executes this Agreement on the

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

CITY OF NEWPORT  
LESSOR

\_\_\_\_\_

By:

\_\_\_\_\_  
Beth Barnes, Mayor and Duly  
Authorized Agent

STATE OF VERMONT            )  
COUNTY OF ORLEANS        ), ss.

At Newport, on the \_\_\_ day of \_\_\_\_\_, 2023, personally appeared Paul Monette, Mayor and Duly Authorized Agent of the **City of Newport**, and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of the **City of Newport**.

Before me, \_\_\_\_\_

Notary Public  
My Commission Expires: 1/31/2025  
My Commission #:

IN WITNESS WHEREOF, Lessee hereby executes this Agreement on the

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

MEMPHREMAGOG COMMUNITY  
MARITIME, INC.  
LESSEE

\_\_\_\_\_

By:

\_\_\_\_\_  
David Converse, Duly  
Authorized Agent

STATE OF VERMONT            )  
COUNTY OF ORLEANS        ), ss.

At \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2023, personally  
appeared David Converse, as Duly Authorized Agent for **Memphremagog  
Community Maritime, Inc.**, and he acknowledged this instrument by him sealed  
and subscribed, to be his free act and deed and the free act and deed of  
**Memphremagog Community Maritime, Inc.**

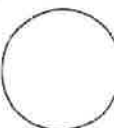
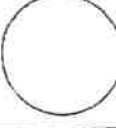
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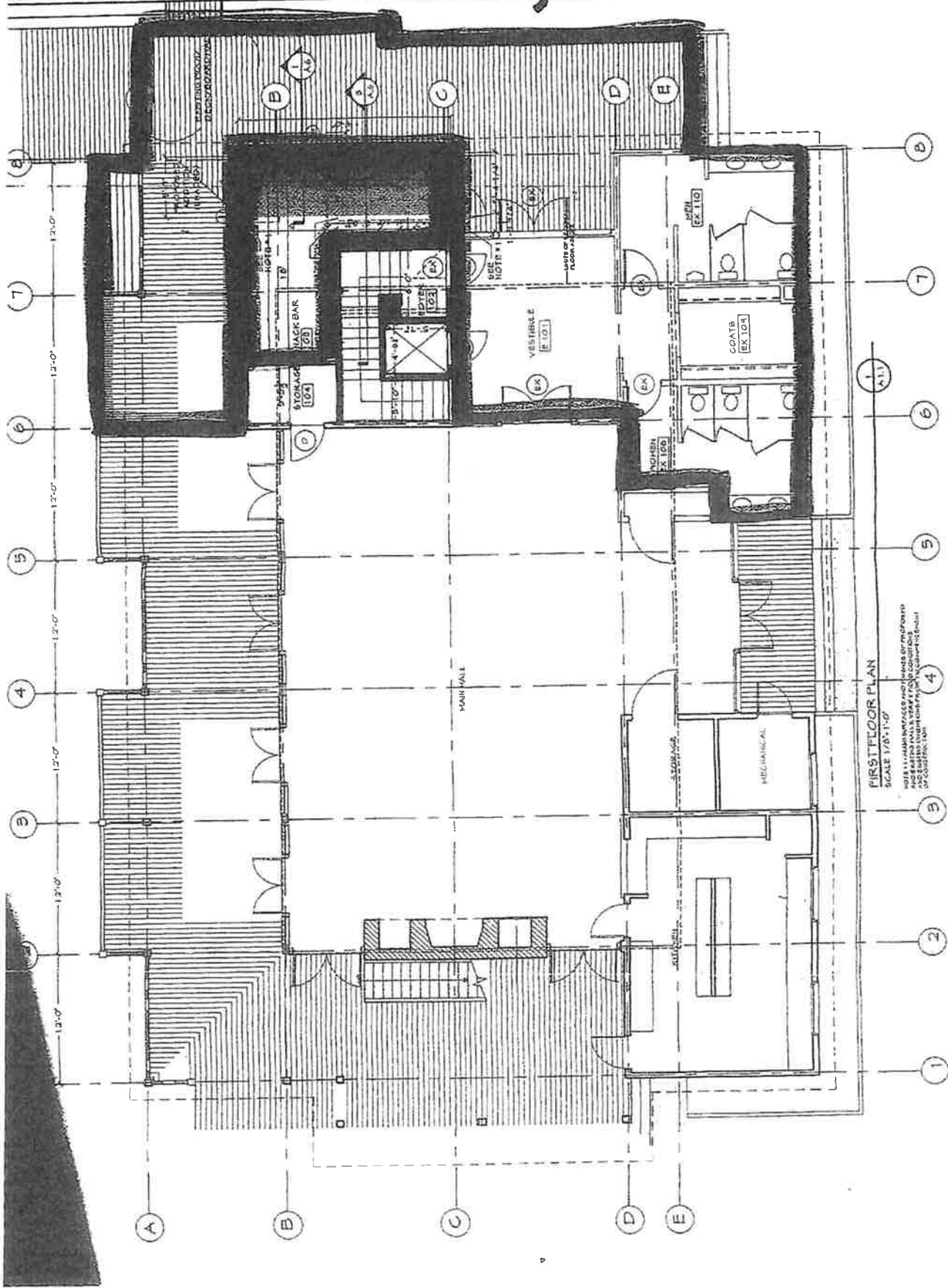
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1/31/2025  
My Commission #:



EXHIBIT 1

*[SEE ATTACHED PLAN]*

	<b>Mark G Stewart Architect</b> 95 Main St, Suite 201 Newport, Vermont 05656	Tel: 802.334.8663 Fax: 802.334.2268 www.mgsarchitect.com	Consultants		<b>The Gateway Center</b> Lake Memphremagog Newport, Vermont FIRST FLOOR PLAN A1.1
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# Memo

March 20, 2023

**To:** Newport City Council  
**From:** Frank Cheney Zoning Administrator  
**RE:** Notice of Public Meeting

Dear City Council Members,

The Newport Planning Commission is requesting that the Newport City Council approve the scheduling of a publicly warned hearing on April 17, 2023, at 6:00 p.m. to consider a proposed Interim amendment to the Newport City Zoning Bylaws.

The purpose of the Interim Bylaw is to clarify and expand the range of uses allowed on the ground floor of some downtown buildings where that use is currently limited to 'retail' while Newport undertakes and completes a comprehensive review and amendment of its Zoning & Subdivision Bylaws. The proposed Interim Bylaw will affect properties currently located within the Form 1 or Form 2 form-based code districts. The full text of the current bylaw and proposed Interim Bylaw is provided below:

## **Currently Adopted Bylaw**

### **§210 Retail General Intentions**

Retail is required on the ground level at primary streets and to a lesser degree, on secondary street see specific BES §211. The inclusion of retail enlivens the street and creates a purpose for pedestrians to make use of the streets. Unless otherwise noted, retail is an inclusive phrase that encompasses consumer comparison - goods, general merchandise, apparel, furnishings and other types of similar merchandise, convenience goods, food/deli, gifts, drugstore items, cards/stationary, business services, restaurants, grocery stores, lodging, hotel, theater, and other uses that provide visual interest and create an active street life.

#### **Retail types:**

Retail 1: Uses that provide for direct exchange of goods/commodities with the consumer and or venues that provide entertainment or leisure activities. Generally, Retail 1 promotes high walk-in customer counts, or are shopping destinations. Retail 1 includes stores, restaurants, barber shops, beauty salons, theater/ entertainment venues and hotel lobbies.

Retail 2: Uses that provide business/professional services. Generally, Retail 2 provides essential services that are not typically high-volume foot traffic. All direct to consumer goods and services (retail) are divided into these two categories/types. Unless otherwise noted, in BES all ground floor retail refers to definition #1: Retail 1. When Retail 1 is required on ground level. Retail 2 is allowed on all levels above ground floor.

## **Proposed Interim Bylaw**

### **§210 Active Ground Floor Use**

Active ground floor uses are required in the story at sidewalk level on primary streets and, to a lesser degree on secondary streets as specified in BES §211. Active ground floor uses include any retail, dining (including drinking establishments), lodging, service (including government, professional, financial, healthcare, personal and social service uses), recreation, arts or entertainment uses that regularly generate pedestrian traffic from customers or clients and contribute to an active street life.

Where a use will be in a building with storefront windows, those window openings must be retained in a manner that enlivens the street with merchandise displays or views into an active interior space (this will not be interpreted to prevent use of interior window blinds or curtains as needed to filter light or provide privacy). Fully or partially filling in ground floor window openings will only be permitted if necessary to meet fire safety code or access requirements.

Where an active ground floor use is maintained along the street frontage for a depth into the building of at least 30 feet, interior ground floor space may be converted to a non-active, non-residential use.

All references to retail, Retail 1, and Retail 2 in any of the charts and diagrams in §211 will be interpreted to refer to active ground floor use in accordance with this section.

I have attached a copy of a draft Public Meeting Notice for your convenience. Please feel free to contact me anytime if you require additional information relevant to the proposed bylaw amendment. Thank you for your consideration.

Frank Cheney Zoning Administrator

**CC:** Laura Dolgin City Manager

City Manager..... (802) 334-5136  
 City Clerk/Treasurer ..... 334-2112  
 Public Works/Parks ..... 334-2124  
 Zoning Adm./Assessor ..... 334-6992  
 Recreation ..... 334-6345  
 Fax..... 334-5632



City of Newport  
 222 Main Street  
 Newport, Vermont 05855  
 www.newportvermont.org

## City Of Newport

### Notice Of Public Hearing- Zoning Bylaw Amendment

Notice is hereby given to the residents of Newport, Vermont that the Newport City Council will hold a public hearing in the Newport City Council Room on Monday, April 17, 2023, at 6:00 p.m. The hearing will be held for public review and comment on a proposed Interim amendment of the Newport City Zoning Bylaws, pursuant to Title 24 VSA, Chapter 117.

The purpose of the Interim Bylaw is to clarify and expand the range of uses allowed on the ground floor of some downtown buildings where that use is currently limited to 'retail' while Newport undertakes and completes a comprehensive review and amendment of its Zoning & Subdivision Bylaws. The proposed Interim Bylaw will affect properties currently within the Form 1 or Form 2 form-based code districts. The full text of the proposed Interim Bylaw is provided below:

Proposed Interim Bylaw

Strike §210 Retail General Intentions in its entirety and replace with:

#### §210 Active Ground Floor Use

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