

Agenda Summary
July 10, 2024

Agenda Item No. B-3
Memorial Parks Playground Repairs

Summary: On June 5, 2024 a Vermont League of Cities & Towns Property & Casualty Risk Manager perform a Memorial Park playground inspection (see attached cover letter and report). The report recommends replacement of a slide, Tensile Tower Climb, and Bubble Window. Two items, a geodome climber and a tire swing, are not listed in the report because staff previously removed due to them being broken and unsafe.

Staff obtained a quote for replacement of the above items including installation for a total of \$16,057.08 (attached). Additionally, a significant amount of the playground mulch was washed away by the June 23rd flooding. Staff had ordered and installed the mulch this past April. The attached invoice shows the cost for 140 yards of certified playground mulch was \$3600.00, which is what we would need to get back to inspectable depth.

There is also damage to the perimeter fence for the playground. The repair and replacement of the damaged section of fencing is estimated at \$2500.00.

Town Plan Impact: N/A

Fiscal Impact: Total estimated cost for necessary repairs or replacement \$22,157.08.

Recommendation: Move to approve an amendment of the capital fund to include the above replacement and/or repairs for the Memorial Park Playground in the estimated amount of \$22,157.08.



June 12, 2024

Member Name: Stowe Town
PACIF Contact: Charles Safford
Address: PO Box 730
Stowe, VT 05672

Visit Date: June 5, 2024
Consultant: Zander Yensan

I recently completed a visit to your municipality for the purpose of a routine hazard identification survey of the Memorial Park playground. I appreciate the time Matt spent conducting the playground tour and I look forward to providing future guidance.

This letter is provided to you as a summary of my visit and primary activities while onsite. If a risk management report was also provided as part of this email, I encourage you to take note of the suggested correction dates and risk priority assignments as these should help you with your response to each issue. Please note that risk management recommendations are tracked and used for underwriting purposes and equipment grant qualification and reimbursement.

If there are any questions about the visit correspondence, or if I can be of further assistance, please let me know.

Sincerely,

Zander Yensan
Sr. LC Consultant
zyensan@vlct.org

Sponsor of:

VLCT Employment
Resource and Benefits
Trust, Inc.

VLCT Municipal
Assistance Center

VLCT Property and
Casualty Intermunicipal
Fund Inc.

Our service visits are designed to assist you in your risk management efforts. We do not assume responsibility for the discovery or elimination of all hazards which could possibly cause accidents or losses. Recommendations are developed from the conditions observed at the time of the survey and may not include every possible cause of loss. Compliance with these recommendations does not guarantee the fulfillment of your obligation under local, state, or federal laws or regulations.

PACIF Risk Management Report

Member: Stowe Town

Visit Date: 06/05/2024

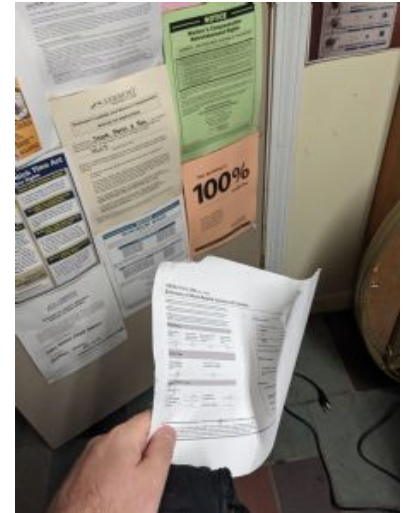
Consultant: Zander Yensan

Location: Playground & Related **Location Detail:** OSHA 300 Posting - Location and Date

Issue ID: 9696 **Priority:** LOW **Suggested Correction Date:** 09/03/2024 **Status:** Open

Issue: The OSHA 300A Summary was posted in a location that was not conspicuous as it was folded from contact with another object/person on the door. The OSHA 300A Summary did not have a date on it (Assumed 2023). A redundant OSHA 300A Summary from 2021 was posted elsewhere.

Recommendation: We recommend OSHA 300A Summaries be posted in a location that is objectively conspicuous and protected from potential damage/obstruction. The 300A should have the year clearly marked in the respective space and previous years' summaries should be taken down.

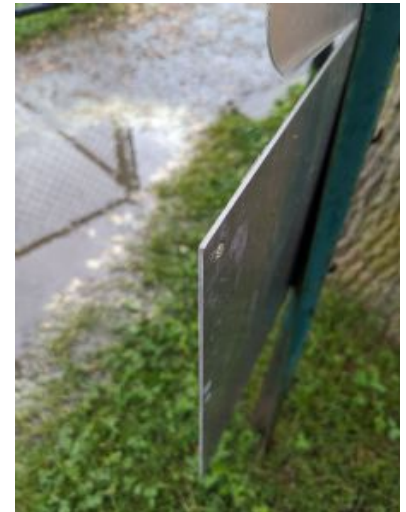


Location: Playground & Related **Location Detail:** Playground Entrance - Metal Sign

Issue ID: 9697 **Priority:** MEDIUM **Suggested Correction Date:** 08/04/2024 **Status:** Open

Issue: A metal sign at the playground entrance had square edges (not rounded/smooth), which posed a cut or snag hazard.

Recommendation: We recommend all metal signs be furnished with rounded or blunt corners. Signs should be free from sharp edges, burrs, splinters, or other sharp projections to mitigate injury.



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PACIF Risk Management Report

Member: Stowe Town

Visit Date: 06/05/2024

Consultant: Zander Yensan

Location: Playground & Related

Location Detail: Drainage Grate - Play surface

Issue ID: 9698

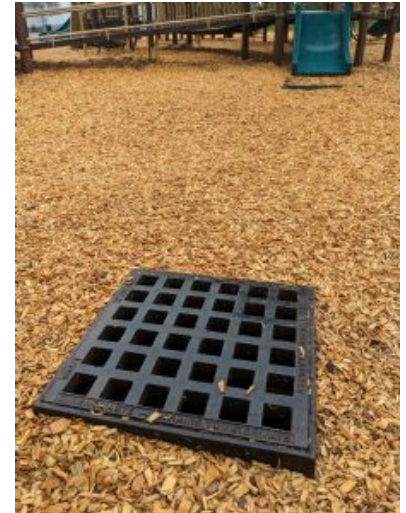
Priority: MEDIUM

Suggested Correction Date: 08/04/2024

Status: Open

Issue: A portion of a walkway was uneven, contained gaps, or posed other trip/fall hazards to users..

Recommendation: This item pertains to the drainage grate incorporated into the play surface. With the erosion of woodchips on the fringes of the grate exposing its edges as a trip hazard, a more sustainable protective effort may be warranted. One idea could be to add a rubber skirt to the edge of the grate to retain the play surface better or, at the very least, simply slope the vertical surface of the exposed grate side.



Location: Playground & Related

Location Detail: Bubble Window

Issue ID: 9699

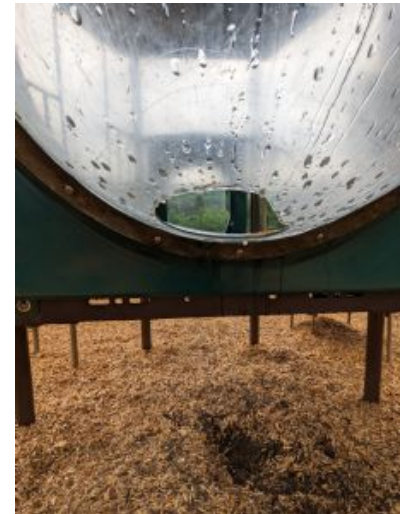
Priority: MEDIUM

Suggested Correction Date: 08/04/2024

Status: Open

Issue: There was significant damage to recreational equipment or play equipment.

Recommendation: This item relates to the broken bubble window, which is slated to be covered up and replaced. Complete repairs to the item in question. If this is not possible, remove the damaged equipment from the playground/park.



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PACIF Risk Management Report

Member: Stowe Town

Visit Date: 06/05/2024

Consultant: Zander Yensan

Location: Playground & Related

Location Detail: Tensile Tower Climb, 8ft

Issue ID: 9700

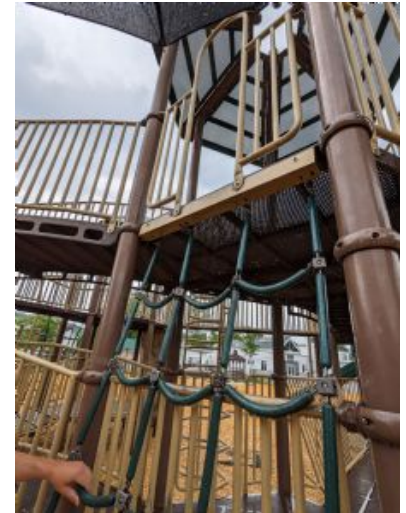
Priority: MEDIUM

Suggested Correction Date: 08/04/2024

Status: Open

Issue: The coated tensile tower net climbing material had deficiencies at multiple locations that posed pinch and stability/fall hazards.

Recommendation: The coated tensile tower net material had cracked and ultimately failed in several locations, posing a stability/fall or pinch hazards on climbing surfaces. This observation is at both net climbs (one straight, other silo). The straight climb appeared to have had its anchors pull away, perhaps during flooding. That same section had pinch hazards as the net came in contact with the first level hand rail. The aggressive overhang angle in which children have to pull themselves up 8' above the ground is objectively problematic. A close observation of the top inset mounting may imply an engineering error. For this section, the simplest solution may just be to retire the net and seal off the upper opening with a solid guardrail. The "silo" net climb on the other side of the structure appears to just have pinch/stability concerns with the cracked net material. Unlike its counterpart, this "silo" design essentially functions as a ladder cage does to mitigate falls. Ultimately, whether it be due to age, sun exposure, or some other reason, this material does not look reliable/sustainable from a replacement standpoint. Researching alternatives is recommended.



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PACIF Risk Management Report

Member: Stowe Town

Visit Date: 06/05/2024

Consultant: Zander Yensan

Location: Playground & Related

Location Detail: Slide - Cracked Surface

Issue ID: 9703

Priority: MEDIUM

Suggested Correction Date: 08/04/2024

Status: Open

Issue: A slide was cracked where the user comes in contact with the surface.

Recommendation: The dupli-Gator slide is a double-slide weighing about 320lbs. Unfortunately, if one side becomes damaged then both sides are ultimately affected as it is a single unit. The crack on the right (facing) side of the unit is currently moderate, but it will inevitably deteriorate further. Pressure upon this section (e.g., children jumping upon it) will hasten its failure. Cut injury to the lower half of the body on sharp plastic could ultimately be severe, and it is better to catch this deficiency early, as is the case.

While repairs are technically possible, they should only be done by licensed professionals acting under the manufacturer's recommendations. At the end of the day, this may be more pain than it is worth and may complicate the slide's integrity further. A sustainable approach for the future may be to simply apply separate slide units or convert to a single slide, if possible. The tandem nature of this slide has appeal as a unique feature, but not as a sustainable low maintenance or low cost replacement item.



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PACIF Risk Management Report

Member: Stowe Town

Visit Date: 06/05/2024

Consultant: Zander Yensan

Location: Playground & Related

Location Detail: Fire Pole - Surface Depth

Issue ID: 9701

Priority: MEDIUM

Suggested Correction Date: 08/04/2024

Status: Open

Issue: The depth of surfacing material covering the play area was inadequate in many locations.

Recommendation: While this item applied generally to a few heavy use locations, although most were mitigated. The one spot to note as a specific corrective recommendation was the fire pole. The user effectively compacts a very small footprint of fill upon sliding down. Exploring how to mitigate this compacting effect is recommended with the understanding that a rubber mat may not actually be the best idea given the amount of force that comes down upon that location.



Location: Playground & Related

Location Detail: Gazebo - Damaged Rail

Issue ID: 9702

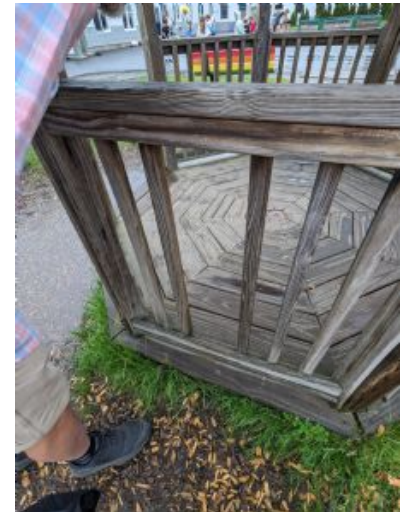
Priority: LOW

Suggested Correction Date: 09/03/2024

Status: Open

Issue: The gazebo's railing was missing a vertical member.

Recommendation: Recommend replacing the vertical member as part of the Gazebo's guardrail system.



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Miracle Recreation Equip. Co.
 878 E. US Hwy 60
 Monett, MO 65708
 1-888-458-2752

QUOTE: R0071240058

Prepared For:

Matt Frazee
 Town of Stowe Parks & Recreation
 PO Box 730
 Stowe, VT 05672
 (802) 253-2264 (phone)
 mfrazee@stowevt.gov

Project Name & Location:

Prepared by:

PETTINELLI & ASSOCIATES, INC.

95 N. Brownell Rd
 Williston, VT 05495 USA
 (802) 862-3002 (phone)
 playgrdbob@aol.com

Ship To Address:

Matt Frazee
 Town of Stowe Parks & Recreation
 336 Park St
 Stowe, VT 05672
 (802) 253-2264 (phone)
 mfrazee@stowevt.gov

End User:

Matt Frazee
 Town of Stowe Parks &
 Recreation
 PO Box 730
 Stowe, VT 05672
 (802) 253-2264 (phone)
 mfrazee@stowevt.gov

Quote Number: R0071240058
 Quote Date: 6/27/2024
 Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: Freestanding
 Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
278	SWIVEL REPLACEMENT (HEADER W/CLAMPS)	1	40.00	1,808.00	1,808.00
4012	8' GEODESIC CLIMBER MIRA	1	170.00	1,770.00	1,770.00
7146386U	GROOVE II SLIDE VORTEX (6' & 6'6"DK)	1	350.00	2,900.00	2,900.00
714816	WALL ENCLOSURE	1	45.00	733.00	733.00
912801	26-1/2" BUBBLE PNL-CLR POLYCRB, 15 HOLES	1	10.00	181.00	181.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00
988414HG	TT ASSY, TENSILE TOWER - BACK SECTION HU	1	74.20	2,732.00	2,732.00
988415HG	TT ASSY, TENSILE TOWER FRONT SECTION 8'	1	24.58	927.00	927.00
988435	PARTS CARTON TENSILE TOWER 8'	1	6.00	643.00	643.00
990652PVC	CHAIN PVC COATED BLACK 59-1/2"	3	2.00	91.00	273.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
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925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00
BOOK					

Totals:

Equipment Weight:	725.78 lbs	
Equipment List:	\$11,967.00	
Equipment Price:	\$11,967.00	
Freight:	\$1,340.08	Code: Needed
Installation:	\$2,750.00	
SubTotal:	\$16,057.08	
Grand Total:	\$16,057.08	

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0071240058 **Quote Date:** 6/27/2024 **Equipment:** \$11,967.00 **Grand Total:** \$16,057.08

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All

remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



Durgin and Crowell Lumber Company Inc

P.O. Box 160

New London, NH 03257

Invoice

Date	Invoice #
4/22/2024	2024-5281

Bill To
Stowe Parks and Recreation Attn: David Danforth P.O. Box 730 Stowe, VT 05672

Ship To
Stowe Elementary School 331 Park Street Stowe, VT 05672

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	JPB	4/22/2024	Forst Trucking		2022

Description	Quantity	U/M	Price Each	Amount
Safety Fiber 77149 4-22-24	100	YARD	22.50	2,250.00
Safety Fiber 77158 4-25-24	40	YARD	33.75	1,350.00

INTEREST at 2.0% which is an ANNUAL PERCENTAGE RATE of 24% will be charged on overdue accounts. Durgin & Crowell certifies that, to the best of its knowledge and belief, the amounts invoiced under this contract are in compliance with Executive Order # 11627.

Total

USD 3,600.00

Thank you for your business