

DRAFT

Council Minutes

January 23, 2023

A duly warned meeting of the Newport City Council was held on January 23, 2023 in the council room in the Newport Municipal Building. Present were Mayor Paul Monette, Council President John Wilson, Council Members Melissa Pettersson, Kevin Charboneau and Christopher Vachon by remote, City Manager Laura Dolgin, City Clerk/Treasurer James D. Johnson, Public Works Director Tom Bernier by phone, Fire Chief John Harlamert, Zoning Administrator Frank Cheney III, Recreation Director Mike Brown, Newport Ambulance Executive Director Jeff Johansen, Program Administrator Rebecca Therrien by phone, Paul Luciano OPH Consulting by remote, members of the Press and Public.

Mayor Monette opened the meeting at 6:34 PM.

Approval of Minutes

Mr. Wilson moved to approve the minutes of January 9, 2023. Seconded by Ms. Pettersson motion carried unanimously.

Comments by the Public

Anne Chiarello commented on the 2023-24 Sewer/water budget.

Newport Ambulance Annual Contract (attached)

Mr. Johansen presented an updated ambulance contract. Ms. Pettersson moved to enter into a contract with Newport Ambulance Service. Seconded by Mr. Wilson, motion carried unanimously.

Hazard Mitigation Plan Presentation (Certificate of Local Adoption attached)

Mr. Luciano presented the proposed 5-year Hazard Mitigation Plan. Mr. Charboneau moved to approve the Hazard Mitigation Plan. Seconded by Ms. Pettersson, motion carried unanimously.

New Business

Mr. Charboneau moved to approve the Vendor Permit for Jan's Lunch box. Seconded by Mr. Wilson, motion carried unanimously.

DRAW

Old Business

Ms. Pettersson moved to have the article for the environmental Corrective Action Plan at Gardner Park indicate a five-year term. Seconded by Mr. Wilson, motion carried unanimously.

Ms. Pettersson suggested a replacement on the Public Works Negotiation Team since she will no longer be on the council after March 7th.

Next Meeting Date

February 6, 2023, at 6:30 PM.

Adjournment

Mr. Charboneau move to adjourn at 7:02 PM. Seconded by Ms. Pettersson, motion carried unanimously.

Attested _____ This _____ Day _____ 2023.

_____ Mayor

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement ("the agreement") made as of, January 1, 2023 ("the effective date") between the Newport Ambulance Service, Inc. ("NAS"), a not-for-profit corporation, with a principal office at 830 Union Street, Newport, Vermont, and the City of Newport Vermont ("City") being the parties to this agreement.

WHEREAS, the City wishes to contract with NAS to provide ambulance services to the benefit of the City, and its citizens and visitors, pursuant to the terms of this agreement: and,

WHEREAS, NAS, operates a division of NAS covering the city, out of 830 Union Street, Newport Vermont 05855 whose purpose is to provide ambulance services and NAS desires to provide said services to the Town on a contractual basis. For the purpose of this contract the term division here in after used shall mean the Division of NAS covering the City

NOW THEREFORE, it is mutually agreed by the parties as follows:

1. Nature of Services.

1.1 NAS shall provide 24-hour, seven days per week, 365 days per year emergency ambulance transport from a fully staffed facility for immediate response, to the citizens and visitors of the City and shall allocate its resources so that one ambulance and crew is available for or, if not available, involved in NAS Division emergency transport or emergency mutual aid. NAS shall also provide non-emergency medical transport to City citizens and visitors. It is understood that the demand for ambulance services is unpredictable, and, in addition to resources provided under this agreement, NAS resources as well as other licensed ambulance services may be required from time to time to provide services to the City.

1.2 In the performance of its obligations hereunder, services rendered shall be at the EMT level or higher, as defined by the State of Vermont Department of Health. NAS agrees that the NAS Division shall be conducted in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. NAS assumes full responsibility for the payment of all contributions, payroll taxes or assessments, state or federal, as to all employees engaged in the operation of the NAS Division, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any state or federal laws on this subject.

2. Organization and Oversight.

- 2.1 Except as relative to the nature of services, equipment, personnel, and the financial arrangement between the NAS Division and the City more particularly set out in this agreement, amendments to the NAS by-laws shall have full force and effect upon the NAS Division without further amendment to this agreement. To the extent the provisions of this agreement vary from the terms of the NAS Bylaws, with regard to nature of services, equipment, personnel, and the financial arrangement between NAS and the City more particularly set out in this agreement, this agreement shall control.
 - 2.2 One member of the NAS Board of Directors shall be a resident of the City and shall be elected by the NAS Board of Directors pursuant to the bylaws so that the City is represented.
3. Equipment.
 - 3.1 All equipment shall be maintained as required by the State of Vermont Department of Health for the purposes of licensure. NAS shall provide copies of said license to the City when requested.
4. Personnel.
 - 4.1 Ambulances shall be staffed by personnel certified by the State of Vermont Department of Health at the level and in the quantities required by the State to operate ambulances at the EMT or higher level. Copies of certification documentation shall be provided to the City by NAS upon request.
 - 4.2 NAS shall be solely responsible for the management of the service and its personnel, and shall have sole control of the method and means by which they perform their duties.
 - 4.3 Nothing in this agreement shall create an employer-employee relationship between NAS personnel and the City. NAS shall provide Worker's Compensation insurance for its personnel in amounts and coverage as required by the State of Vermont.

5. Insurance and Indemnity.

- 5.1 NAS shall provide the City with a certificate of insurance naming the City as additional insured for the purposes of any claims that may arise as a result of any action or conduct by NAS or its agents in the operation of the NAS Division pursuant to this agreement.
- 5.2 NAS shall carry comprehensive general and automobile liability insurance, as required by this paragraph, and shall be written for not less than the limits of liability as follows:

Comprehensive General Liability

Bodily Injury: \$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

Property Damage: \$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

Automobile Liability

Bodily Injury: \$1,000,000.00 combined single limit

Property Damage: \$1,000,000.00 combined single limit

6.1 Financial and Other Records.

- 6.1 It is the intent of the parties that the NAS Division be operated as a separate financial entity within NAS, with the net income generated by the NAS Division being dedicated to the growth of the NAS Division.
- 6.2 NAS shall keep accurate financial records for the NAS Division, which shall be made available to the City upon prior, reasonable notice, at any time during normal business hours.
- 6.3 Failure to keep materially accurate financial records for the NAS Division, or to make them available to the City in the fashion described above, shall be a default of this agreement. The City shall notify NAS in writing if it believes the records are materially inaccurate. NAS shall have 30 days to remedy the default.
- 6.4 To the extent that records contain protected health information, disclosure of said information shall be governed by the Health Insurance Portability and Accountability Act (HIPAA).
- 6.5 NAS shall endeavor to secure funds such as grants, subscriptions, training contracts and transport contracts within Vermont Ambulance District 2 using NAS Division resources. Said funds shall be used to sustain growth for the NAS

Division. City may, from time to time request documentation of such efforts.

7. Exclusivity.

7.1 The City shall not contract with another ambulance service provider during the contract period. It is understood that mutual aid services from other licensed ambulance services may be required from time to time.

8. Sub-Contracting.

8.1 NAS shall not sub-contract any of its obligations under this agreement; nor shall the benefits of this agreement to NAS be assignable. This provision shall not prohibit the use of other licensed services for the purposes of mutual aid during times of unusually high demands for services.

9. Funding and Option to Renew.

9.1 NAS is a not for profit corporation. It shall endeavor to operate in a fashion designed to minimize the costs to the City.

9.2 In addition to other sources, NAS shall derive revenues by billing service recipients or their insurers at rates established by NAS.

9.3 For the contract year, January 1, 2023, to December 31, 2023, the City shall pay \$204,583 which amount will be payable by City in one lump payment due July 15th. (\$163,364 for town contract and \$41,219 for dispatching fees) NAS will invoice the City of Newport

9.4 If this contract is renewed, the contract amount for each subsequent year shall be at amounts mutually agreed upon by NAS and the City Council.

10. Default.

10.1 If the City shall default in the payment of sums due hereunder, when due, and shall fail to cure such default within 30 days after receipt of written notice, then the City shall be deemed to have breached this agreement and NAS, at its option, may terminate this agreement by written notice to the City. If no cure is made, NAS shall continue to provide services to the City for no less than an additional 30 days, for so long as a pro-rata amount is received for both periods. In lieu of payment for said period, the parties may agree to alternative forms of guarantee payment to NAS for services during the period of service under default.

- 10.2 If either party shall fail to comply with the terms of this agreement, and shall fail to cure such non-compliance within 30 days after receipt of written notice, then that party shall be deemed to have breached this agreement and the other party, at their option, may terminate this agreement by written notice to the defaulting party.
- 10.3 Should NAS terminate this agreement due to breach by the City, NAS shall be entitled to sums due as of the date of breach, pro-rated on a monthly basis.
- 10.4 Should either party be unwilling or unable to further this contract for the same or similar services as described herein, all vehicles, equipment or property for which there is no outstanding indebtedness and that was purchased with NAS Division funds shall be conveyed exclusively to the City for no consideration.
- 10.5 Should either party be unwilling or unable to further this contract for the same or similar services as described herein, the City shall have the option to pay any outstanding indebtedness on any vehicles, equipment or property purchased with NAS Division funds, and said items shall be then conveyed exclusively to the City.
- 10.6 The parties mutually agree that for the purposes of this contract, the building and improvements located on NAS-owned land and commonly known as 830 Union Street, Newport, Vermont shall be deemed to be property acquired with NAS Division funds. Similarly, the ambulances and emergency service equipment currently owned by NAS that is used in providing ambulance services to the NAS Division shall be deemed to be property acquired with NAS division funds.
11. Term.
- 11.1 The term of this agreement shall be from January 1, 2023, to December 31, 2023.
12. Amendment.
- 12.1 This agreement shall not be amended except by written agreement of the parties.
13. Notices.

If to NAS:

Jeffrey J. Johansen
Executive Director
Newport Ambulance Service, Inc.
P.O. Box 911

Newport, VT 05855

If to City:

Laura Dolgin City
Manager City of
Newport 222 Main
Street
Newport, VT 05855

14. General Provisions.

- 14.1 In case any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable this Agreement shall not be deemed to be invalid. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and there shall be deemed substituted such other provisions as will most nearly accomplish the intent of the Parties to the extent permitted by applicable law.
- 14.2 Nothing in this agreement is intended to or shall be construed to confer upon or give to any person, firm or other entity, other than the Parties hereto and their respective successors and assigns any rights or remedies by reason of this agreement.
- 14.3 This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 14.4 This agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties.
- 14.5 In the event that any dispute arises under this agreement, or any modification, rider or attachment thereto, such dispute shall be governed by, construed and enforced in accordance with the laws of the State of Vermont.
- 14.6 This agreement, together with any written agreements that shall have been executed simultaneously or attached to it, as the case may be, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this agreement. All prior understandings, terms or conditions are deemed merged in this agreement.

14.7 No failure of either party to insist upon compliance with the terms of this agreement by the other shall constitute a waiver of the parties' right to subsequently demand compliance with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date and year first written.

Scott Guswold vice chair
NEWPORT AMBULANCE SERVICES, INC.

Date: 1/12/23

[Signature]
CITY OF NEWPORT, VERMONT

Date: 1/23/23

CERTIFICATE OF LOCAL ADOPTION

City of Newport, Vermont

A Resolution Adopting the Local All-Hazards Mitigation Plan Update

WHEREAS, the City of Newport has worked with its residents and stakeholders to identify hazards, analyze past and potential future losses due to natural and human-caused disasters, and identify strategies for mitigating future losses; and

WHEREAS, the City of Newport Local All-Hazards Mitigation Plan Update contains recommendations, potential actions and future projects to mitigate damage from disasters in the City of Newport; and

WHEREAS, a meeting was held by the City of Newport Selectboard to formally approve and adopt the City of Newport Local All Hazards Mitigation Plan Update. The respective officials identified in the mitigation action plan of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them.

NOW, THEREFORE BE IT RESOLVED that the City of Newport adopts this Local All-Hazards Mitigation Plan Update for the city.

1/23/2023
Date

[Signature]
Mayor

John A. Wilson
City Councilman President

[Signature]
City Councilman

[Signature]
City Councilman

City Councilman

[Signature]
Attested to by City Clerk

Adopted by the City of Newport on

~~-----~~ ²⁰²²
January 23, 2023

City of Newport, Vermont Local All-Hazards Mitigation Plan Update



**City of Newport, Vermont
222 Main Street
Newport, Vermont 05856
(802) 334-6733
Public Assistance Applicant #:
019-48850-00**

Prepared by:

City of Newport, Vermont