

## **Council Minutes**

**December 19, 2022**

A duly warned meeting of the Newport City council was held on Monday, December 19, 2022, 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 Chris Vachon, City Manager Laura Dolgin, City Clerk/Treasurer James D. Johnson, Public Works Director Tom Bernier, Zoning Administrator Frank Cheney Jr., Recreation Director Michael Brown, Fire Chief John Harlamert, Police Chief Travis Bingham, Planning Commission Chairman John Monette, Newport Ambulance Director Jeff Johansen, Program Administrator Becky Therrien, Asst. City Clerk/Treasurer Stacey Therrien, Rick Ufford Chase, Sarah Chadburn, and members of the Press and Public.

Mayor Monette called the meeting to order at 6:30 PM.

### **Approval of Minutes**

Mr. Vachon moved to approve the minutes of December 5, 2022. Seconded by Mr. Wilson, motion carried unanimously.

### **Comments by the Public**

Ann Chiarello and Jennifer Bjurling commented on the Sewer/Water fees and salaries being charged to the Sewer/water departments.

### **Newport City Downtown Development Presentation**

Rick Ufford Chase and Sarah Chadburn gave an update on the Newport Downtown Development Committee.

### **Newport Ambulance Presentation (attached)**

Jeff Johansen gave the annual presentation for Newport Ambulance.

**General Fund Budget Review by City Council**

Mr. Vachon moved to approve the proposed 2023-24 budget as presented. Seconded by Ms. Pettersson. Discussion: Ms. Chiarello, Ms. Bjurling and Ms. Ladds commented on the salary's percentages moved to Water and sewer. Motion carried unanimously.

**Fuel & Propane Pre-buy (attached)**

Mr. Wilson moved to pre-buy Fuel oil at \$3.679 per gallon and Propane at \$2.10 per gallon from Fred's Energy. Seconded by Mr. Charboneau, motion carried unanimously.

**Set 2023 Meeting Schedule (attached)**

Mr. Vachon moved to approve the 2023 Council Meeting Schedule. Seconded by Mr. Charboneau, motion carried unanimously.

**New Business**

None.

**Old Business**


Mr. Johnson reminded Dept. Heads to turn in their annual reports.

**Set Next Meeting Date**

January 9, 2023, at 6:30 PM.

**Adjournment**

Mr. Charboneau moved to adjourn at 7:30 PM. Seconded by Ms. Pettersson, motion carried unanimously.

Attested James D. Johnson this 9<sup>th</sup> day of January, 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.

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

- 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, 2022, to December 31, 2022.

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

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 Purwood vice chair*  
NEWPORT AMBULANCE SERVICES, INC.

Date: 12-6-22

\_\_\_\_\_  
CITY OF NEWPORT, VERMONT

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

# Fred's Energy

328 Main Street - Derby, VT 05829 - 802-766-4949

December 20, 2022

Newport City  
222 Main St  
Newport, VT 05855

## FIXED PRICE CONTRACT - Propane

\*500 gallon minimum

\*Must be credit approved customer

Fred's agrees to sell and deliver 16,710 gallons of Propane at a fixed price of \$2.10 per gallon. The delivery of this product is to be done in accordance with our normal delivery terms, during our normal business hours, between 12/20/22 and 05/31/23. Added to the above price will be any applicable taxes and fees.

You understand that your price will be fixed at this rate for the time period above, and will not fluctuate with market conditions. Customer's account must stay within credit terms or contract may become null and void. At the termination of this contract (05/31/23) your price will be returned to the normal rate for your usage.

Fred's Energy cannot be responsible for forces or events beyond our immediate control, which may affect our ability to supply this product on your behalf. Fred's Energy will not be held responsible for normal and customary maintenance that must be done to Customer's driveway(s) and property. Fred's Energy assumes that the Customers who have requested deliveries, have taken all precautions necessary, and have provided a well-maintained driveway. Fred's energy has the right to refuse delivery if the fill pipe, LP domes and/or tanks are unsafe or inaccessible and will not be held responsible for any damages incurred due to inaccessibility.

**Please note, in order for us to fix your price we also have to purchase these gallons. Fred's Energy reserves the right to assess a liquid damage fee of \$1.50 per undelivered contract gallon if a minimum of 80% of the contract is not met.**

Fred's Energy also reserves the right to assess a liquid damage fee of \$1.50 per undelivered contract gallon, which will be charged for the following:

1. Cancellation of contract due to lack of payment (60 days past due)
2. Cancellation of contract by customer (vacating or sale of property does not void this contract). Gallons can be transferred to a new location, provided it is in Fred's Energy's area or the remaining gallons can be left at the location.

**Please sign and keep a copy of this contract for your records. Contract will be void if not signed and returned within in 15 days of issue.**

[Signature]  
Customer's Signature

Dec 20, 2022  
Date

Account Number 1661

[Signature]  
Fred's Energy  
12/20/22  
Date

## 2023 Proposed Regular City Council Meeting Schedule

January 9, 2023

January 23, 2023

February 6, 2023

February 27, 2023

March 6, 2023 Regular & Informational Meeting about the Annual Meeting

March 7, 2023 Annual Meeting @ 8:00 pm to bring up any other business from the Annual Meeting

March 20, 2023

April 3, 2023

April 17, 2023

May 1, 2023

May 15, 2023

June 5, 2023

June 26, 2023

July 10, 2023

July 24, 2023

August 7, 2023

August 21, 2023

September 11, 2023

September 18, 2023

October 2, 2023

October 16, 2023

November 6, 2023

November 20, 2023

December 4, 2023

December 18, 2023