

Council Minutes

May 15, 2023

A duly warned meeting of the Newport City Council was held on Monday, May 15, 2023, in the council room in the Newport Municipal Building. Present were Mayor Beth Barnes, Council President John Wilson, Council Members Kevin Charboneau, Chris Vachon, and Clark Curtis, City Manager Laura Dolgin, City Clerk/Treasurer James D. Johnson, Zoning Admin/Assessor Francis Cheney III, Fire Chief John Harlamert, Police Chief Travis Bingham, Public Works Director Tom Bernier, Recreation Director Mike Brown, Asst. Clerk/Treasurer Stacey Therrien, Programs Administrator Rebecca Therrien, Planning Commission Chairman John Monette, Rep. Woodman Page, Mike Welch from NCIC, David Converse, Doug Couttes, Felicia Updyke from MCM, members of the Press and Public.

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

Mayor Barnes read her oath of office.

Mr. Wilson presented a plaque to City Manager Laura Dolgin for her years of service and dedication to the City of Newport.

Approval of Minutes

Mr. Wilson moved to approve the minutes of May 1, 2023. Seconded by Mr. Charboneau, the motion carried unanimously.

Mr. Curtis moved to approve the minutes of May 9, 2023. Seconded by Mr. Charboneau, the motion carried unanimously.

Comments by the Public

Ms. Bjurling commented on what she alleges is Mr. Wilson's lack of education about water and sewer.

Ms. Hopkins commented on terminology in the proposed water/sewer rates.

Permission to Install a Plaque for a family Member.

Mr. Wilson moved to approve a plaque in memory of Tyler Collins on the Causeway Fishing Bridge. Seconded by Mr. Curtis, the motion carried unanimously.

NCIC Grant Contract Continuation of Services (attached)

Mike Welch requested an extension of the Grant Contract for 3 Months. Mr. Wilson moved to extend the Grant Contract with NCIC for three months until the end of September 2023. Seconded by Mr. Charboneau, motion carried unanimously.

Memphremagog Community Maritime Presentation and Possible Second floor Lease.

Doug Couttes, Felicia Updyke and Dave Converse updated MCM's plans for leasing and operating an education center at the Gateway.

Mr. Vachon moved to approve a lease agreement with Memphremagog Community Maritime for the second floor of the Gateway subject to the approval of the City Attorney and authorize the mayor to sign the agreement. Seconded by Mr. Charboneau, motion carried Charboneau, Wilson and Vachon in favor. Curtis against.

Planning Commission Appointment

Mr. Wilson moved to appoint Gina Cirelli to the Planning Commission/Historic Preservation Commission for three years. Seconded by Mr. Charboneau, motion carried unanimously.

Delinquent Tax Collector Appointment

Mr. Charboneau moved to appoint Rebecca Therrien as Interim Delinquent Tax Collector and pay her \$100 per week for as long as the designation is required. Effective June 5, 2023. Seconded by Mr. Vachon, motion carried unanimously.

Annual local Emergency Management Plan (LEMP)

Mr. Wilson moved to accept the Local Emergency Management Plan. Seconded by Mr. Charboneau, motion carried unanimously.

Water Sewer Rate Adjustment

Mr. Vachon moved to approve the Water/Sewer Rates. Seconded by Mr. Wilson. After a lengthy discussion there were no votes in favor and no votes against. The motion died for lack of action.

Mayors Update

Mayor Barnes updated the council and public on her activities for the last two weeks. She attended the Legislative Breakfast where Chris Young was honored as Principal of the Year. She also noted a Letter from Tom Frank North Country Hospital Administrator praising the City Beautification project and Mr. Gosselin.

New Business

Mr. Charboneau moved to approve a Vendor's Permit for Sweet Snow Concessions. Seconded by Mr. Wilson, motion carried unanimously.

Old Business

None

Next Meeting Date

May 5, 2023, at 6:00 PM following a public hearing.

Executive session

Mr. Charboneau moved to find that premature public general knowledge of the confidential attorney-client communications made for providing legal services to the City Council would place the City at a substantial disadvantage because disclosure of the otherwise confidential advice and communication could harm the City. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Charboneau moved to enter executive session to discuss confidential Attorney-Client Communications with the City Attorney and City Manager for the purpose of providing professional legal services. 1 VSA 313(a)(1). Seconded by Mr. Curtis, motion carried unanimously.

No action.

Mr. Wilson moved to enter executive session to discuss the appointment of a public officer or employee with the City Manager, 1 VSA (3)(a)(3). Seconded by Mr. Curtis, motion carried unanimously.

No action.

Adjournment

Mr. Charboneau moved to adjourn at 9:40 PM. Seconded by Mr. Curtis, motion carried unanimously.

Attested James D. Johnson This 8th Day of June 2023.

John A. Wilson Mayor

**TERMS AND CONDITIONS OF
CONTRACT
GRANT MANAGEMENT SERVICES
BETWEEN
CITY OF NEWPORT, VT
AND
NORTHERN COMMUNITY INVESTMENT CORPORATION**

This Contract made on this 16th day of May, 2023 is entered into by and between the City of Newport, VT (hereinafter called the City), and Northern Community Investment Corporation, (hereinafter called NCIC).

Witnesseth

Whereas, on September 19, 2022, NCIC was selected by the City to provide grant writing and project management expertise to the City.

Whereas, the City desires to engage NCIC to render assistance in such activities;

Now, therefore, the City and NCIC do mutually agree as follows:

- 1) NCIC will provide the professional services as outlined in ARTICLE I.
- 2) The City shall pay NCIC for these professional services in an amount not to exceed \$10,125 for the period July 1, 2023 through September 30, 2023.

ARTICLE I

RESPONSIBILITY OF NCIC

The intent of this Grant Management Services Agreement is for the City to continue to utilize NCIC Services for Grant Projects that NCIC is currently working on, including:

FUNDING AGENCY	GRANT ID	GRANT AMOUNT	MATCH AMOUNT	PROJECT
LWCF	06130-LWCF-50-00660	\$182,510	\$182,510	Gardner Park Playground
VCDP	07110-IG-2018 Newport	\$100,000		Gardner Park Playground
NEWPORT	Corrective Action Plan		\$315,000	Gardner Park Playground
NBRC	NBRC19GVT10	\$250,000	\$362,500	Causeway Signals Streetlights
USDA	53-010-0595	\$119,637		Causeway Signals Streetlights
VAOT	CA-0679-Newport City	\$48,750	\$48,750	Wayfinding Signs
VT DTF	07110-DTF-2022-9	\$200,000	\$150,000	Coventry Street Intersection
VT-ACCD	07110-BMP-2022-12	\$27,500	\$2,500	Bylaw Modernization

A) NCIC shall perform the following services for the City:

Project and Grant Coordination. Understand and document grant's eligible use and match requirements. NCIC Grant Project Management Services will be discussed with the City Manager to ensure a clear plan is in place for implementation.

1. Grant Management and Invoice Processing.
 - a. Establish a financial management system acceptable for the funding of each grant which includes the review of invoices for accuracy, completeness and reasonableness,
 - b. Preparation of invoices with correct funding source and account code for submittal to City Treasurer for payment,
 - c. Prepare and submit financial reports and reimbursement requests to the funder,
 - d. Prepare and submit narrative reports to the funder,
 - e. Maintain adequate records of disbursement and receipt of grant funds in a manner acceptable to City Treasurer,
 - f. Prepare and submit closeout and final documentation for grant, if applicable within the contract period,
 - g. Maintain full and accurate records of all documentation on an ongoing basis. By request, make hard-copy binders, and/or electronic files, available for City audit,
 - h. Assist the City with and attend any monitoring visits by funding agencies and prepare City response to any findings.
2. Project and Grant Coordination. Understand and document grant's eligible use and match requirements.
 - a. Develop request for proposals/qualifications, as needed, place ad in the local newspaper, answer questions from respondents, review responses and make recommendation to City,
 - b. Develop contract for professional services which comply with state and federal regulations for City signature. Ensure selected consultant provides a W-9 and proof of insurance,
 - c. Monitor contracts for grant compliance and maximization of match including eligible use, ensure provisions of contract are met and monitor grant period including start and end dates including all environmental review reports as applicable,
 - d. Provide quarterly progress report on status of each grant/project,
 - e. Maintain adequate communications with City Representatives throughout project lifecycle,
 - f. Highlight critical points/decisions necessary to keep project progressing and clearly communicate these needs to City Representatives,
 - g. Coordinate all project activity and monitor project development.
3. Design Phase.
 - a. Coordinate with engineer and City for any required approvals or permits including ROW or property,
 - b. Obtain funder approvals as required,
 - c. Be available to provide updates and answer questions at public informational meetings.
4. Construction Phase.
 - a. Coordinate with engineer and/or City to ensure development of bid packages, bid opening, notice of award, notice to proceed, and construction contract are completed appropriately,
 - b. Be available to provide updates and answer questions at public informational meetings as well as respond to citizen inquiries or complaints,
 - c. Facilitate project meetings, as necessary, with owner, engineer, contractor, funder, partners, etc.
 - d. At project completion, assist the City in verifying the project has achieved all of the activities and outcomes proposed in the original application.

ARTICLE II

RESPONSIBILITY OF THE CITY

The scope of services is reliant on the City's willingness to work to accomplish all tasks as outlined in the scope of services. The City shall assume responsibility for assisting NCIC insofar as possible for the purpose of efficiency, but nothing herein shall be construed as relieving NCIC of its responsibility to provide the services described. This includes;

- Responding to communications in a timely manner
- Providing needed documentation in a timely manner
- Providing signatures on required forms in a timely manner
- Applying for and/or securing any necessary permits, easements, or right of ways, and
- Other responsibilities, as applicable

ARTICLE III

SUBCONTRACTS

- A) No subcontract may be awarded by NCIC, the purpose of which is to fulfill in whole or part, the services required by NCIC, without the prior written approval of the City.

TERMS OF CONTRACT

- A) All services to be performed hereunder shall commence July 1, 2023 and shall continue through and include the last day of September, 2023.
- B) This Contract may be extended or shortened by mutual consent of both parties.

ARTICLE IV

PAYMENT TERMS AND CONDITIONS

- A) For the administrative and grant management services as outlined in ARTICLE I of this Contract, NCIC will receive a fee of \$135 per hour through September 30, 2023 not to exceed \$10,125 (estimated 75 hours) in aggregate.
- B) NCIC will submit quarterly invoices to the City identifying the amount being charged and a detailed description of the services that were performed upon which payment will be based.

ARTICLE V

This Contract is subject to the following provisions:

A) Amendments

This Contract may be amended provided such amendment is agreed to in writing by all signatories hereto.

B) Personnel

All the services required hereunder will be performed by NCIC or under its supervision as approved under Article III.

The relationship of the parties is that of independent contractors. Nothing in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. NCIC principals, officers, agents, employees, subcontractors and contractors are not employees or agents of the City within the meaning or application of any federal, state or local law, rule or regulation, including without limitation, laws, rules and regulations regarding or related to unemployment, benefits, workers' compensation, labor, personal injury, or taxes of any kind. NCIC shall assume sole and exclusive responsibility for the payment of wages and all applicable taxes and insurance.

C) Termination of Agreement for Cause

- 1) If through any cause, one party shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if one party shall substantially violate one of the covenants, agreements or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract.
- 2) The City shall give NCIC ten (10) days written notice of its intention to terminate this Contract for cause. The specific cause(s) for termination must be stated in the notice of termination.
- 3) Within the 10-day period, NCIC shall furnish the City with written documentation, satisfactory to the City, that the conditions of the Contract are being fulfilled and that all the objections raised by the City under this section have been rectified.
- 4) If NCIC fails to furnish satisfactory documentation of fulfillment of the conditions as set forth in the preceding paragraphs, the City shall send a Letter of Termination, notifying NCIC that it shall incur no new obligations after receipt of the Letter of Termination.
- 5) Ten (10) days after receipt of the Letter of Termination, NCIC shall submit an accounting acceptable to the City of all outstanding obligations.
- 6) In the event of termination, NCIC shall be compensated by payment of an amount equal to the effort of NCIC as of the date of termination.

D) Interest of Parties

No officer, member, or employee of the City or NCIC, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

E) Compliance with Local Laws

NCIC shall comply with all applicable laws, ordinances and codes of the State and local government.

F) Assignability

NCIC shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the City, provided, however, that claims for money due or to become due NCIC from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

G) Governing Law

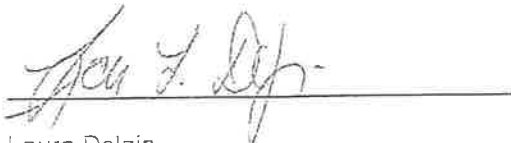
Unless otherwise specified, this Contract shall be covered by the laws of the State of Vermont.

H) Extent of the Contract

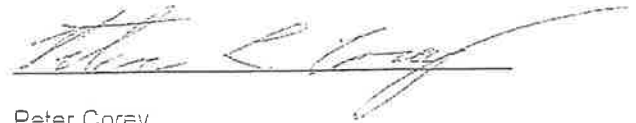
This Contract represents the entire and integrated Contract between the City and NCIC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both NCIC and the City.

I) Hold Harmless:

The City shall fully defend, indemnify, and hold harmless NCIC from any and all claims, lawsuits, demands, causes of action, loss, damage and/or injury, of any kind whatsoever (including without any limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, to hold harmless and indemnify NCIC for claims arising out of the operations of the City. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to NCIC for all legal fees, expenses, and costs incurred by it.



Laura Dolgin
City Manager
Newport, VT



Peter Corey
President
Northern Community Investment Corporation

At the May 1, 2023 City Council Meeting, Mr. Wilson, you took issue with the fact that I chuckled after your statement that you had “received an education.” You stated, “I learned that the City Council approved the General Operational Budget and the taxpayers voted to accept that budget, so we are not able to return expenses back to the General Operational Budget from the Water and Sewer Budget.” You made this statement as if it was the first time anyone had ever explained the concept to you.

Well, Mr. Wilson, week after week I educated you. Week after week, Ms. Charello educated you. Ms. Ladds participated in your education. Ms. Hopkins participated in your education. You received your education, on multiple occasions, Mr. Wilson. You chose not to learn.

You tuned us out as we insisted that the City could not review the General Operational Budget without concurrently reviewing the water and sewer budgets given that the City was transferring expenses from the former to the latter. You tuned us out and sat there complicit as the former mayor screamed at us, waving around the City Audit, and slamming the Audit on the table. You tuned us out and sat there complicit as the former mayor refused to review the water and sewer budgets because “in 26 years the Council had never reviewed the water and sewer budgets.” You sat there complicit as nearly \$100,000 of additional expenses were added to sewer. You sat there