

Council Minutes**December 4, 2023**

A duly warned meeting of the Newport City council was held on Monday, December 4, 2023, in the council room in the Newport Municipal Building. Present were Mayor Linda Sullivan, Council members Kevin Charboneau, Chris Vachon, and Clark Curtis, City Clerk/Treasurer James D. Johnson, Comptroller Becky Therrien, Police Chief Travis Bingham, Public Works Director Tom Bernier, Recreation Director Mike Brown, Zoning Admin. Francis Cheney, Jacques Roberge, And Steve Dalpe. Councilman Wilson was absent.

Mayor Sullivan called the meeting to order at 6:31 PM.

Additions or Deletions to the Agenda

None

Approval of Minutes

Mr. Vachon moved to approve the minutes of November 20, 2023. Seconded by Mr. Charboneau. Motion carried.

Comments by the Public

Mr. Monette commented on the proposed budget.

Jennifer Hopkins asked that the council avoid contentious meetings and thanked the staff for their hard work.

North Country Mountaineers Annual Snowmobile MOU (attached)

Mr. Vachon moved to approve the MOU with North Country Mountaineers giving permission to use Broadview Ave. and Landing St. for the 2023-24 season. Seconded by Mr. Curtis, motion carried.

The club is also applying for a VOREC Grant to split the railroad bridge with a railing to be used for snowmobiles in the winter and walkers in the summer.

VOREC Grant Update- City Portion of Partnership

Mr. Brown updated the council on the VOREC Grant to install a floating dock system at Gardner Park, purchase a small fleet of Paddle Boats, and a small fleet of E-Bikes. Newport Downtown Development will be the lead applicant in partnership with the recreation Dept.

Errors & Omissions (attached)

Mr. Curtis moved to accept the errors and omissions as presented per 32 V.S.A. sec 4261. Seconded by Mr. Charboneau, motion carried.

Resolution designating Authorized Official for NBRC Award, Causeway Improvements (attached)

Mr. Charboneau moved to designate the mayor as the authorized official to sign all Norther Regional Commission investment documents for the NBRC19GVT10 grant award. Seconded by Mr. Vachon, motion carried.

Newport Ambulance Contract Approval (attached)

Mr. Vachon moved to accept and enter into a contract with Newport Ambulance Service effective January 1, 2024. Seconded by Mr. Curtis, motion carried.

Road Agreement Discussion

Mayor Sullivan noted that this is on the agenda as a reminder that this would be discussed at a future meeting.

Town of Coventry Fire Agreement (attached)

Mr. Curtis moved to accept and enter into the agreement pending approval of the Coventry select board. Seconded by Mr. Vachon, motion carried.

Fire Chief Job Description

Mr. Vachon moved to adopt the Fire Chief job description as presented pending approval of the City attorney. Seconded by Mr. Charboneau, motion carried.

MVP Recertification

Mr. Charboneau moved to recertify the MVP Health Insurance and HRA and authorize the mayor to sign the documents. Seconded by Mr. Vachon, motion carried.

Proposed 2024-25 Budget Review

The council reviewed the proposed 2024-25 budgets of Administration, Police and Fire departments.

New Business

Mr. Charboneau moved to approve liquor license applications for The Compound Inc. and Industrial Cigars LLC. Seconded by Mr. Vachon, motion carried.

Mayor Sullivan noted she has spoken with Mr. Goldberg and will meet with him and Governor Scott for serious discussion on the vacant lot on Main St.

Old Business

None

Next Meeting Date

December 18, 2023

Adjournment

Mr. Charboneau moved to adjourn at 9:30 PM. Seconded by Mr. Curtis, motion carried.



Landowner Permission Form

For the Vermont Association of Snow Travelers, Inc.
26 Vast Lane • Barre, VT 05641 • 802.229.0005 • Fax 802.223.4316

Permission is hereby granted to the Vermont Association of Snow Travelers, Incorporated (VAST), to Orleans
Name of County
 County Snowmobile Club, Incorporated, and to the North Country Mountaineer's
Name of Local Snowmobile Club to
 establish, maintain, and groom a snowmobile trail or trails upon property located at Newport City
Landing St & Broadview St with a town/city SPAN # of _____
Physical Street Address of Property SPAN #
 Vermont belonging to City Of Newport. The snowmobile trail(s) shall be established and
Property Owner's Name
 maintained in an area acceptable to the landowner. No construction or major maintenance shall occur without the landowner's permis-
 sion. Permission is further granted to VAST, to the fourteen Vermont county snowmobile clubs, to all affiliated local snowmobile clubs, and
 to their respective members to use the trail(s).

Permission extends for a period starting Dec 15th 2023 to April 15th 2024
Date Date

Permission is subject to the additional terms and conditions listed below, if none, enter "NONE".

Permission to use Broadview Ave & Landing Street with the following Conditions. Both Streets must have
a 10 MPH Speed Limit for Snowmobiles. A curfew of 10:00PM to 8:00AM on Landing Street. The city can
revoke permission at anytime.

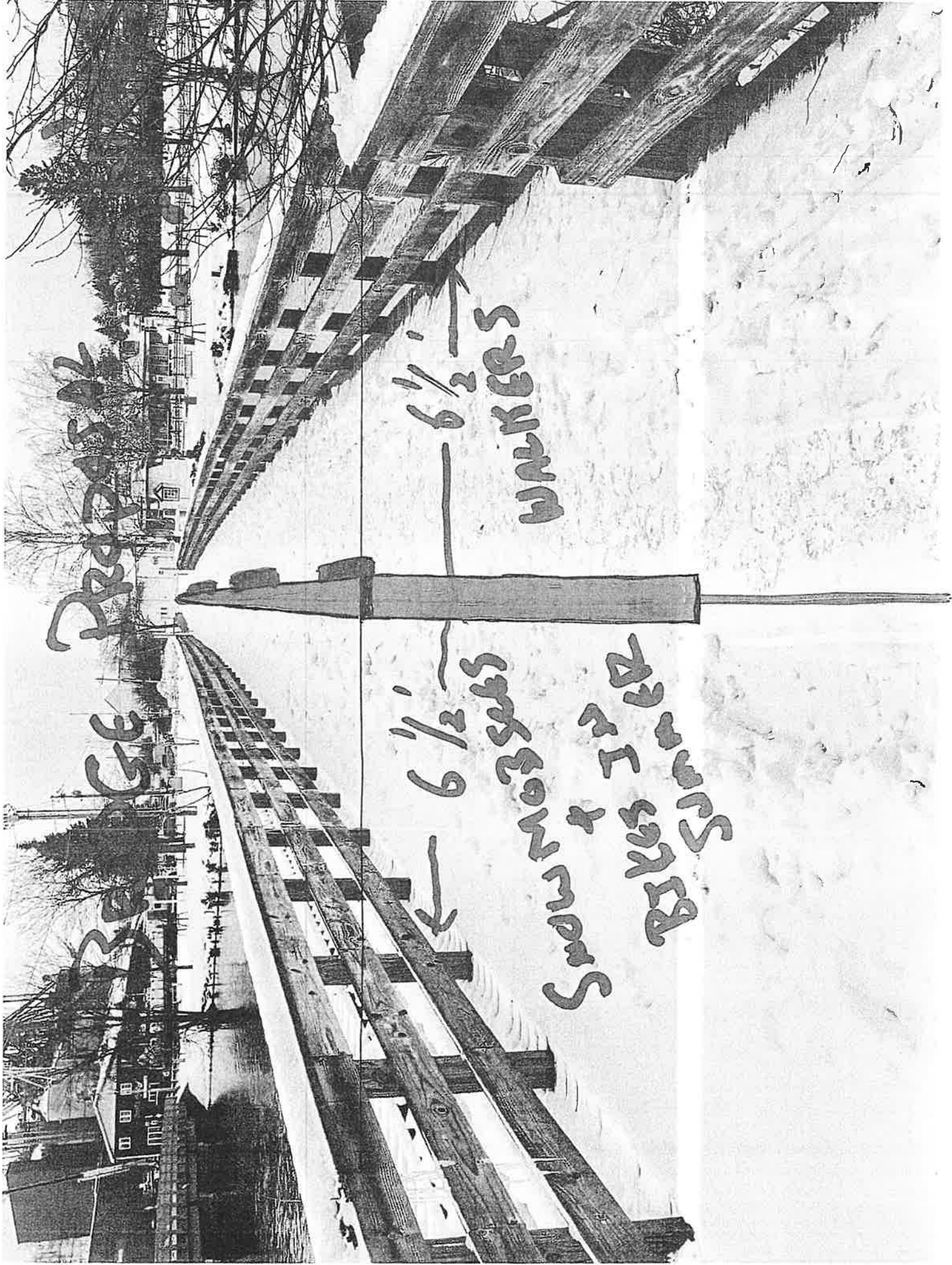
Vermont law limits the liability of landowners for personal injury and property damage sustained by a person operating a snowmobile, or riding as a passenger, to claims for damages or injuries intentionally inflicted by the landowner, unless the landowner charges the owner or operator of the snowmobile a fee for the use of the property. VAST agrees to maintain liability insurance with a policy limit of at least \$1,000,000 covering the landowner for any VAST trail related claims as an additional insured. VAST further agrees to defend, or reimburse the landowner for the reasonable costs of defense, in the event that a claim is made or a suit is brought as a result of a snowmobile accident on the landowner's property while using the VAST trails, unless the landowner charges a fee to the snowmobile operator or owner for the use of their property. An "Explanation of Landowner Rights and Protections" is printed on the reverse side of this document. Neither this permission nor any use of the trail(s) established pursuant to this permission shall, under any circumstances, entitle VAST, any county snowmobile club, any local snowmobile club, or any member of any one or more such clubs, to claim any dedication, right of adverse possession, prescriptive easement, or any similar right with respect to any portion of the landowner's property.

Dated this 30th day of October, 2023
Day Month Year

Vermont Association of Snow Travelers, Inc.
 By: 
Steve Dalpe
Please Print Name!
 Its duly authorized agent for the limited purpose of negotiating and entering into landowner permission agreements.
 Club Contact Phone Number 802-323-4232
 Club Email sdalpe@mrbullets.com

Signature of landowner or landowner's duly authorized agent.

City Of Newport
Please Print Name!
 Mailing Address
222 Main Street
Newport, VT, 05855
 Phone Number _____
 Email _____



WALKERS
6 1/2'

SPRINGERS
BIRCH & CEDAR
6 1/2'

PROPOSED

ROSE


Newport City Assessor's Statement
Errors and Omissions
12/4/2023

Newport City Council
222 Main Street
Newport, Vermont 05855

Dear City Council Members,

The Assessor's Office has identified and processed two errors involving five parcels relative to the 2023 "As Billed" Grand List. In accordance with 32 V.S.A. § 4261, the assessor with the approval of the governing body, before December 31, 2023, must correct such errors and make a certification of that fact. State of Vermont Form PVR-4261-E Errors and Omissions Certificate is required to be completed, signed, and attached to the 2023 Final Grand List. Any change in tax liability will be adjusted on the second tax installment and corrected tax bills will be available to affected property owners upon the execution of Form PVR 4261-E. I have attached the certificate along with supporting documentation for your review and approval.

Sincerely,



Frank Cheney
Newport City Assessor

Errors and Omissions

Assessor's request for property valuation adjustment of 2023 "As Billed" Grand List

Parcel #133153

Parcel #133140

Newport City Council
222 Main Street
Newport, Vermont 05855
12/4/2023

Newport City Parcel #133140/ Span #435-136-14699 located at 54 Raymond Ave. and Parcel #133153/ Span #435-136-14675 located at 170 Clermont Terrace were purchased by Mater Dei Parish Charitable Trust in 2022 from non-exempt owners. In accordance with 32 V.S.A. § 3802 these properties as of 4/1/2023 qualified exempt from taxation. When the property transfers were processed by the Newport Assessor's Office both parcel's remained classified as non-exempt property.

Parcel #133140 - The 2023 "As Billed" Grand List Value was \$28,600 I am requesting that this parcel be classified as exempt from taxation. The correction of this error will result in a decrease to the taxable value of this parcel of \$28,600.

Parcel #133153 - The 2023 "As Billed" Grand List Value was \$104,100 I am requesting that this parcel be classified as exempt from taxation. The correction of this error will result in a decrease to the taxable value of this parcel of \$104,100.

Sincerely,



Frank Cheney
Newport City Assessor

Errors and Omissions
Assessor's request for property valuation adjustment of
2023 "As Billed" Grand List

Parcel #110016

Parcel #110001

Parcel #110007

Newport City Council
222 Main Street
Newport, Vermont 05855
12/4/2023

The Carol Andrews Trust owns four separate Newport City Parcels. Within the 2022 Grand List these parcels were assessed and billed separately. The parcels were:

110001 – 3.65 acres of vacant land/Span #435-136-16387

110007 – 1.40 acres of vacant land/Span #435-136-14302

110017 – .21 acres of vacant land/Span #435-136-14304

110016 – Camp on .19 acres/Span #435-136-14303


Parcel's # 110007, 110016, and 110017 are contiguous.

The Newport Assessor's Office processed a parcel merger in February of 2023 to combine the abutting properties for tax purposes. Parcel's 110001, 110017 and 110016 were combined into one parcel (110016) totaling 4.05 acres and with a Grand List value of \$263,600. The wrong parcels were merged, Parcel 110001 is not contiguous, 110007 is. I am requesting to proceed with the following corrective action:

- 1) The merger of parcels 110007, 110017, and 110016 creating one parcel (110016) which would consist of a camp and outbuilding on 1.80 acres of land with a Grand List Value of \$279,000. The correction of this error would increase the 2023 Grant List by \$15400.00.
- 2) Inactivate Parcel 110007. This action would decrease the 2023 Grand List by \$82,800.
- 3) Reactivate Parcel 110001 and assign its previously assessed value of \$40,200 to the 2023 Grand List. This action would increase the 2023 Grand List by \$40,200.

The net effect of the corrective actions would decrease the 2023 Grand List by \$27,200.

Sincerely,


Frank Cheney, Newport City Assessor











Form PVR-4261-E

ERRORS AND OMISSIONS CERTIFICATE

The Board of Listers of the Town of Newport, Vermont are hereby supplying the following changes to the 2023 Grand List, Specifically:
(Year)


Owner <u>Mater Dei Parish Charitable Trust</u>	SPAN <u>435-136-14699</u>
Change From <u>\$28,600</u>	Change To <u>\$28,600 *</u>
Difference <u>Ø</u>	
Reason <u>* Please reclassify parcels exempt. Taxable value will decrease \$28,600</u>	
Owner <u>Mater Dei Parish Charitable Trust</u>	SPAN <u>435-136-14675</u>
Change From <u>\$104,100</u>	Change To <u>\$104,100 *</u>
Difference <u>Ø</u>	
Reason <u>* Please reclassify parcels exempt. Taxable value will decrease \$104,100</u>	
Owner <u>Andrews Carol Trust</u>	SPAN <u>435-136-14303</u>
Change From <u>\$263,600</u>	Change To <u>\$279,000</u>
Difference <u>\$ 15,400</u>	
Reason <u>To correct parcel merger error</u>	
Owner <u>Andrews Carol Trust</u>	SPAN <u>435-136-14303</u>
Change From <u>\$ 83,500</u>	Change To <u>Inactive Parcel</u>
Difference <u>(83,500)</u>	
Reason <u>To correct parcel merger error</u>	
Owner <u>Andrews Carol Trust</u>	SPAN <u>435-136-16354</u>
Change From <u>Inactive Parcel</u>	Change To <u>\$40,200</u>
Difference <u>\$40,200</u>	
Reason <u>To correct parcel merger error</u>	
Owner	SPAN
Change From	Change To
Difference	
Reason	
Owner	SPAN
Change From	Change To
Difference	
Reason	
Owner	SPAN
Change From	Change To
Difference	
Reason	

LISTERS/ASSESSOR AND SELECTBOARD

Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date

TOWN CLERK

I, _____, town clerk of _____, certify receipt of these changes. This certificate will be attached to or recorded in the grand list of _____ for tax year _____.

Signature of Town Clerk 	Printed Name	Date
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32 V.S.A. § 4261. Correcting omission from grand list

When real or personal estate is omitted from the grand list by mistake, or an obvious error is found, the listers, with the approval of the Selectboard, before December 31, may supply such omissions or correct such errors and make a certificate thereon of the fact; provided, however, the listers may make a correction resulting from the filing or rescission of a homestead declaration without approval of the Selectboard.

MUST BE ATTACHED TO THE FINAL GRAND LIST FILED WITH THE TOWN CLERK.

RESOLUTION

A Resolution authorizing that Linda Joy Sullivan, Mayor, is empowered to act on behalf of the City of Newport, Vermont as the Authorized Official and granted permission to sign all Northern Border Regional Commission investment documents for the NBRC19GVT10 Hrant Award to the City of Newport, VT in the amount of \$250,000.

Resolved by the City Council of the City of Newport, VT as follows:

WHEREAS, the City of Newport, VT has been awarded a Northern Border Regional Commission grant in the amount of \$250,000 (NBRC19GVT10 Grant Award) for the Causeway Intersection Project;

NOW THEREFORE, The Mayor, Linda Joy Sullivan, is hereby authorized, on behalf of the City of Newport, to be the Authorized Official and apply for, accept, and expend grant funds from the Northern Border Regional Commission. As Authorized Official, Mayor Linda Joy Sullivan has permission to sign all NBRC investment documents that bind the City of Newport for the NBRC19GVT10 Grant Award to the City of Newport in the amount of \$250,000.

Approved this _____, day of _____, 2023.

Linda Joy Sullivan, Mayor

John A. Wilson, Council President

Kevin Charbonneau

Chris Vachon

Clark Curtis



**APPENDIX G
CONTRACT AMENDMENT REQUEST FORM**

AMENDMENT REQUEST DATE: GRANT #:

NAME OF GRANTEE: STATE(s):

CONTRACT START DATE: CONTRACT END DATE:

REQUESTED CONTRACT END DATE:

NOTE: NBRC allows extensions for SEID, EDA and USDA funded projects in one-year increments, with end dates of 9/30. For FEP funded projects, extensions are allowed in one-year increments, with end dates of 12/31. If additional time is being requested the amendment review process will also require approval of the State Program Manager(s) from the State(s) where the project is occurring.

TYPES OF AMENDMENT REQUEST:

Change in Authorized Official Only

Submit the following documents to NBRC as one PDF:

- Key Contacts Form
- Authorized Official Resolution

Contract Extension Only (No Budget, Match, or Scope changes)

Submit the following documents to NBRC as one PDF:

- Completed and Executed Contract Amendment Request Form
- Justification of need for contract extension
- Revised project timeline
- Description of project progress to date
- Confirmation budget and scope are not changing
- Confirmation committed match remains in place

Project Re-Scope (Changes to scope and outcomes, Budget, and Match Changes)

Submit the following documents to NBRC as one PDF:

- Completed and Executed Contract Amendment Request Form
- Description of Project re-scope (include what has been completed to date, reason for change, etc.)
- Revised project budget
- Revised project timeline
- Revised work plan
- Revised match commitment form (if applicable)

1. As a result of the project re-scope, is an update to the environmental review required? Yes No
If Yes, attach updated environmental review documentation.

2. Does the project re-scope result in additional historic preservation impact? Yes No If Yes,
attach documentation of how historic preservation impact will be addressed.

Submit one PDF of all required documentation by e-mail with your grant # referenced in the subject line to admin@nbrc.gov. For amendment questions please contact the appropriate NBRC Program Manager or Program Director Andrea Smith at (603) 369-3001.

Signature of Authorized Official for Grantee

Date

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement ("the agreement") made as of, January 1, 2024 ("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, 2024, the City shall pay \$240,870, which amount will be payable by City in 12 monthly payments (\$178,111 for town contract and \$62,759 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, 2024, to December 31, 2024.

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:

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

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.



NEWPORT AMBULANCE SERVICES, INC.

Date: 11/15/2023

CITY OF NEWPORT, VERMONT

Date: _____

AGREEMENT BETWEEN

**THE TOWN OF COVENTRY, VERMONT
AND
THE NEWPORT CITY FIRE DEPARTMENT**

This Fire Department Services Agreement (“the agreement”) made as of January 1, 2024, (“the effective date”) between the Newport City Fire Department (“NCFD”), a not for profit organization, with a principal office at 222 Main Street Newport, Vermont and the Town Of Coventry Vermont (“Town”) a municipality having an office at 168 Main Street Coventry, Vermont being the parties to this agreement.

WHEREAS, the Town wishes to contract with NCFD to provide fire services to the benefit of Town, its citizens and visitors, pursuant to the terms of this agreement; and,

WHEREAS, NCFD provides fire protection services for the Town and the City of Newport, Vermont.

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

1) Nature of Services.

(a) NCFD shall provide 24-hour, seven days per week, 365 days per year emergency fire services for immediate response to the geographical areas of the Town identified with the State e911 Board as covered by NCFD services; and shall provide mutual aid or other back-up emergency support to other areas when applicable; as well as a non-emergency medical assist. Services rendered under this agreement shall be at the basic level or higher, as defined by the State of Vermont Division of Public Safety. It is understood that the demand for fire services is unpredictable, and, in addition to resources provided under this agreement, NCFD resources as well as other certified fire department services may be required from time to time to provide services to the Town.

(b) In the performance of its obligations hereunder, NCFD 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. NCFD 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 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 relating to employer obligations concerning employees.

2) Organization and Oversight.

(a) Except as relative to the nature of services, equipment, personnel, and the financial arrangement between NCFD and the Town more particularly set out in this agreement, amendments to the NCFD by-laws shall have full force and effect upon NCFD without further amendment to this agreement.

3) Equipment.

(a) All equipment shall be maintained in good operational shape as required by the State of Vermont Division of Public Safety; Department of Motor Vehicles; VOSHA and/or other governing agencies as applicable. NCFD shall provide copies of inspection, or registration, reports to the Town upon request if available.

4) Personnel.

(a) Fire trucks, vehicles and equipment shall be staffed by personnel authorized by the State of Vermont Division of Public Safety; and/or the Department of Motor Vehicles, at the level and in the quantities required by the State to operate at the Basic or higher level. Copies of certification documentation shall be provided to the Town by NCFD upon request. NCFD 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.

(b) Nothing in this agreement shall create an employer-employee relationship between NCFD personnel and the Town. NCFD shall provide Workers Compensation insurance for its personnel in amounts and coverage as required by the State of Vermont.

5) Insurance and Indemnity.

(a) NCFD shall provide the Town with a certificate of insurance naming the Town as additional insured for the purposes of any claims that may arise as a result of any action or conduct by NCFD or its agents in the operation of the division pursuant to this agreement.

(b) NCFD 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) Financial and Other Records.

(a) NCFD shall keep accurate financial records for the division, which shall be made available to the Town upon prior, reasonable notice, at any time during normal business hours.

(b) Failure to keep materially accurate financial records for the division, or to make them available to the Town in the fashion described above, shall be a default of this agreement. The Town shall notify NCFD in writing if it believes the records are materially inaccurate. NCFD shall have 30 days to remedy the default.

(c) 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).

7) Sub-Contracting.

(a) NCFD shall not subcontract any of its obligations under this agreement; nor shall the benefits of this agreement to NCFD be assignable. This provision shall not prohibit the use of other emergency services for the purposes of mutual aid during times of unusually high demands for services.

8) Funding and Option to Renew.

(a) For the contract year beginning July 1, 2024, the City shall invoice based on a 3-year average of charges for the City's responses to fire calls and vehicle accidents. In addition, Coventry's capital share will continue to be based on a 3 year running average for percentage of calls to Coventry for Coventry's share of Newport City's debt service cost (interest and principal). The invoice will be produced after Newport City's fiscal year has ended.

(b) The invoice amount will be payable in one installment due on or before January 31, 2025. NCFD shall invoice the town.

(c) If this contract is renewed the contract amount for each subsequent year shall be at the amounts as calculated by the formula outlined in 8)(a) by NCFD.

9) Default.

(a) If the Town 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 Town shall be deemed to have breached this agreement and NCFD, at its option, may terminate this agreement by written notice to the Town. If no cure is made, NCFD shall continue to provide services to the Town for no less than an additional 30 days, for so long as a pro-rata amount is received for both periods.

(b) 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 its option, may terminate this agreement by written notice to the defaulting party.

(c) Should NCFD terminate this agreement due to breach by the Town, NCFD shall be entitled to the prorated balance of the contract from the date of breach forward, as agreed upon liquidated damages.

(d) Should the Town terminate this agreement due to breach by NCFD, the Town shall be entitled to the prorated balance of the contract from the date of breach forward, as agreed upon liquidated damages.

10) Term.

- (a) The term of this agreement shall be from January 1, 2024 to December 31, 2024, unless extended by mutual written agreement of the parties.

11) Amendment.

- (a) This agreement shall not be amended except by written agreement of the parties.

12) Notices.

If to Newport City Fire Department:

*Village of Newport City
In care of Newport City Mayor, Linda Joy Sullivan
222 Main Street
Newport, VT 05855*

If to Town of Coventry:

*Coventry Select Board
In care of Coventry Town Administrator
P.O Box 8 Coventry, VT
05825*

13) General Provisions.

- (a) 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.
- (b) 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.
- (c) This agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties.
- (d) 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.

(e) 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.

(f) 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.

Newport City FIRE DEPARTMENT

_____, Date: _____
Linda Joy Sullivan, Mayor

TOWN OF COVENTRY

_____, Date: _____
Scott Briere, Select Board Chair