

Council Minutes

December 16, 2024

A duly warned meeting of the Newport City council was held on Monday, December 16, 2024 in the council room in the Newport Municipal building. Present were Mayor Linda Sullivan, Council President Chris Vachon, council members Kevin Charboneau, Rick Ufford-Chase, Clark Curtis, City Clerk/Treasure James Johnson, Francis Cheney Jr., David LaForce, Interim Fire Chief Kevin LaCoss, Andrew Carbine, Attorney Beriah Smith, members of the Press and Public.

Mayor Sullivan called the meeting to order at 6:01 PM.

Additions, Deletions to the Agenda

Mr. Vachon moved to correct the citation number on agenda item number 14 to read 1 V.S.A. 313 (a)(1)(F). Seconded by Mr. Ufford-Chase, motion carried.

Mr. Vachon moved to rename item #13 to read evaluation of candidate for potential appointment as Fire Chief. Seconded by Mr. Ufford-Chase, motion carried.

Mr. Vachon moved to add to the agenda the following two items. 1. The creation of a 40 hour per week position of Administrative Fire fighter, 2. Mr. Curtis moved to create the position of internal Grants Manager for ratification. Seconded Mr. Vachon, motion carried.

Mr. Vachon moved to add an application for a Tobacco License from Industrial Cigars LLC to the consent agenda. Seconded by Mr. Ufford-chase, motion carried.

Mr. Vachon moved to create the position of 40 hour per week Administrative Fire fighter. Seconded by Mr. Curtis, motion carried.

Mr. Vachon moved to create the position of Internal Grants Manager and ratification. Seconded by Mr. Curtis, motion carried.

Consent Agenda

Mr. Vachon moved to edit the mistaken citation in council minutes of December 2, 2024 to enter executive session under item 5 to reflect the intent of the council to enter executive under 1 V.S.A. 313 (a)(3). Seconded by Mr. Curtis, motion carried.

Mr. Ufford-Chase moved to approve the Consent Agenda. Seconded by Mr. Vachon, motion carried.

Fire Department Contract with the Town of Coventry (attached)

Mr. Vachon moved to approve the Fire Department contract with Coventry. Seconded by Mr. Ufford-Chase, motion carried.

2025 City council Meeting Schedule

Mr. Vachon moved to approve the 2025 City council Meeting schedule with corrections. Seconded by Mr. Curtis, motion carried.

VLCT Interviews

Mayor Sullivan noted it's time to begin the search for a City Manager. The choices are VLCT or a Head Hunter. VLCT will reimburse the City \$5,000. Mr. Ufford-Chase would like to take a look at what should be covered during the interview process. Mr. Vachon agreed with Mr. Ufford-Chase. Mr. Charboneau would use VLCT if they'd do it for free. Mayor Sullivan will more info for a future discussion.

Grants Update

Mr. Cheney updated the council on the status of city grants.

Reappraisal Contract Selection

Mr. Vachon moved to choose a contractor pending final contract negotiations on the reappraisal with New England Municipal Consultants. Seconded by Mr. Curtis, motion carried.

Downtown Vibrancy Fund Municipal Letter of Attestation (attached)

Mr. Vachon moved to approve the Downtown Vibrancy Fund Municipal Letter. Seconded by Mr. Charboneau, motion carried.

Revised VHB Master Plan Update

David LaForce updated the council on the revised VHB Master Plan. Mr. Curtis move to approve the revised VHB Master Plan. Seconded by Mr. Vachon, motion carried. Mr. Ufford-Chase abstained.

Proposed MOU with Newport Downtown Development

Mr. Vachon moved to approve the MOU with Newport Downtown Development. Seconded by Mr. Charboneau, motion carried.

Unwinding Tax Sale

Mr. Vachon moved to approve the unwinding of the tax sale for 122 Hinman St. and to authorize the Mayor to sign any documents related to the tax sale. Seconded by Mr. Ufford-Chase, motion carried.

Evaluation of Candidate for Potential Appointment of Fire Chief– Executive Session 1 V.S.A. 313(a)(1)

Mr. Ufford – Chase moved that premature general public knowledge of the confidential attorney client communication for providing legal services to the city council would clearly place the City at a disadvantage disclosure of the confidential attorney client communication would waive the attorney client privilege. 1 V.S.A. 313(a)(1)

Mr. Vachon moved to enter executive session for the evaluation of candidates for the potential appointment of Fire Chief and invite the candidate, City attorney and Fire Department representatives into executive session. Seconded by Mr. Curtis, motion carried.

No action.

Hiring and Firing Policy – Executive Session 1 V.S.A. 313(a)(1)(F)

Mr. Vachon moved to find that premature general public knowledge of attorney client communication for providing legal services to the city council would clearly place the city at a disadvantage. Disclosure of the confidential attorney client communication would waive the attorney client privilege. Seconded by Mr. Ufford-chase, motion carried.

Mr. Curtis moved to enter into executive session to discuss confidential attorney client communication with the city attorney for the purpose of providing legal services and invite the city attorney into executive session. 1 V.S.A. 313 (a) (1) (F)

No action.

Open meeting Law Violation Allegations 1 V.S.A. 313 (a)(1)(F)

Mr. Vachon Moved that premature general public knowledge of the cities attorney client communications regarding the alleged open meeting law violations would clearly place the council at a substantial disadvantage by disclosing the cities privileged attorney client communications and potentially waive the said privilege. /seconded by Mr. Ufford-Chase, motion carried.

Mr. Vachon moved to enter executive session to discuss confidential attorney client communications with the city attorney for the purpose of providing professional legal services regarding alleged open meeting law violations and invite the city attorney into executive session pursuant to 1 V.S.A. 313(a)(1)(F). Seconded by Mr. Curtis, motion carried.

No action.

Mr. Ufford-Chase moved that the matter of open meeting law violation as referenced in the December 12th correspondence from Jennifer Bjurling. I move that we deny the alleged allegation of November 8, 2024 be denied as stated. Seconded by Mr. Vachon, motion carried.

Mr. Ufford-Chase moved that regarding open meeting law violations in the same correspondence on December 12th from Jennifer Bjurling regarding two open meeting law violation December 2, 2024 meeting I move that we deny the allegations. Seconded by Mr. Vachon, motion carried.

Comments by the Public

Anne Chiarello commented on the TIF and Tax stabilization.

Jay Walsh commented on the article in the Chronicle by Joe Greaser.

Pam Ladds commented on Jennifer Bjurling's complaints.

New Business

Mr. Vachon announced he would not seek reelection.

Mr. Curtis had questions on the warrant.

Old Business

Mr. Charboneau asked Mr. Johnson if a non-employee of the city bring documents from the City Manager office to your office. Mayor Sullivan stated we are not discussing the question. It's been investigated.

Mr. Ufford-Chase moved that the council move immediately to post a job announcement for the Administrative Fire fighter we approve at the last session. Seconded by Mr. Vachon motion carried.

Next Meeting Date

Mr. Curtis moved to set the next meeting for January 6, 2025. Seconded by Mr. Vachon, motion carried.

Adjournment

Mayor Sullivan wished everyone Happy Holidays

Mr. Charboneau moved to adjourn at 8:59 Pm. Seconded by Mr. Ufford-Chase, motion carried.

Attested _____ This _____ Day of _____ 2025

Mayor _____

DRAFT

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, 2025, ("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 Worker's 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 sub-contract 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, 2025, 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, 2026. 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 pro-rated 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, 2025 to December 31, 2026, 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 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

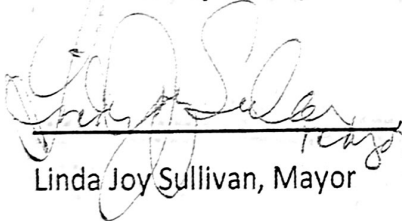
attachment thereto, such dispute shall be governed by, construed and enforced in accordance with the laws of the State of Vermont.

(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.

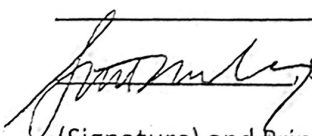
(f) No failure of either party to insist upon compliance with the terms of this agreement by the other shall constitute a waiver of the parties' right to subsequently demand compliance with the terms hereof.

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: 12/16/2024
Linda Joy Sullivan, Mayor

TOWN OF COVENTRY

_____, Date: _____
 Select Board Chair,
(Signature) and Print Name

Date: 12/16/24  - Kerry Keement

APPENDIX II

Downtown Vibrancy Fund - Municipal Letter of Attestation
Must be signed below by a majority of the legislative body:

Name of Municipality: CITY OF NEWPORT

Name of Downtown Organization: NEWPORT DOWNTOWN DEVP.

Date: 12/16/24

The Municipality supports the work that our Downtown Organization is doing to further the development and success of our downtown. The Municipality understands that the Downtown Organization will be receiving \$25,000 in State funding through the Downtown Vibrancy Fund program to complete projects aligned with the Main Street 4-point approach: economic vitality, promotions, design, and organization. The Municipality acknowledges and agrees that this funding will supplement, and not supplant, any funding traditionally provided to the Downtown Organization by the Municipality.

The Municipality acknowledges that DHCD will review the Municipality's allocation to the Downtown Organization annually and may take any change in the allocation into future Downtown Vibrancy Fund program awards.

LEGISLATIVE BODY

(name)

(signature)

Linda Sullivan, Mayor

[Signature]

Chris Vachon - President

[Signature]

Clark CURTIS

[Signature]

Kevin Charbonneau

[Signature]

**Memorandum of Understanding
Between Newport Downtown Development and the City of Newport
December 16, 2024**

Newport Downtown Development (NDD) agrees to manage a collaborative process with the Mayor and Council of the City of Newport in order to prepare the City to submit an application for a TIF District and follow through on any necessary tasks to assure its approval by appropriate State entities. The process will include:

- Developing an appropriate contract with White and Burke to be submitted to Mayor and Council for their approval or, if that company is unavailable or unsuitable for any reason, to seek another qualified company with approval by the Mayor and for final contract approval by Council. The expected deliverables for any such contract will be to prepare the TIF application and shepherd its way through the State approval process. (See attachment below for planned, four-step process)
- Carrying out a strong public education campaign to help residents in Newport to fully understand how a TIF proposal works and what its benefits and risks are in preparation for future votes to support the development of public infrastructure in downtown Newport.
- Working closely with Mayor and Council to build relationships with potential developers and to seek initial agreements for Council's review to assure that development projects enumerated in the 2024 Detailed Master Plan can be carried out in a timely fashion beginning as soon as possible following State approval for the TIF plan and community approval for necessary bonds for public infrastructure.
- Working with appropriate funding agencies locally, on the State level, regionally, and on the Federal Level to identify appropriate resources for necessary funding stacks to complete initial projects.
- Providing the Mayor and Council with access to all information obtained in the process of managing the development of the TIF district and developing plans with developers, assuring that the Mayor and Council are fully knowledgeable and prepared to make informed decisions regarding needed action at each step in the process.

Unless renewed, this contract expires at the successful conclusion of TIF approval or on April 1, 2026, whichever comes first.

Throughout the process and at the end of the contract, NDD will share the final work product with the Council along with recommendations to the Council for next steps.

Assumptions:

- NDD has the capacity to manage the administrative responsibilities of this project. NDD will not seek additional financial support from the City of Newport for these administrative functions beyond the \$30,000 that was given in FY 2024/2025 and requested again by NDD for the FY 2025/2026.
- NDD will work with the Mayor and Council to support the City of Newport in seeking appropriate grant funding to cover all direct costs associated with agreed upon contracts for service. In signing this contract, NDD is not assuming responsibility for those contractual expenses.

- NDD understands its role to be that of project manager in support of the City of Newport. NDD will make no substantive decisions in carrying out this effort without consultation with the Mayor and Council.
- NDD's offer to manage this project is possible because of three primary assets:
 - The continuing exemplary work of its Economic Develop Task Force and the Housing Committee, both of which are made up of community leaders in the business, public, and non-profit sectors.
 - The contracted labor provided by Brian Gray, with whom we have signed a contract to help direct NCDD's emerging effort to help shape a proactive economic development strategy for and with Newport (Brian's resume and job description available upon request).
 - NDD's strong Board of Directors that is committed to acting proactively to support the City of Newport in developing our downtown.

Attachment to Memorandum of Understanding between City of Newport and Newport Downtown Development

Expected Four Step Process for Council engagement:

1. Retain White and Burke as advisory to explore and recommend the components of the strongest possible TIF Application.
 - a. Areas to include in TIF District
 - b. Strategy to approach legislature
 - c. Addressing concerns that arise to assure a successful TIF application
2. Seek Council approval to proceed with the TIF application upon completion of a Community Forum and opportunity for the community to offer feedback
3. Final approval to submit the application
4. Final phase – approval to proceed with bond vote based on current understanding of initial projects/developers