

City Manager (802) 334-5136
334-3891
City Clerk/Treasurer 334-2112
334-3892
Public Works 334-2124
Zoning Adm./Assessor... 334-6992
Recreation/Parks 334-6345
Fax 334-5632



City of Newport
222 Main Street
Newport, Vermont 05855

**Newport City Council Meeting
Council Meeting Agenda
Monday, Dec 16, 2024, beginning at 6:00 p.m.
Newport City Council Room**

**Google Meet joining info
Council Meeting**

**Video call link: <https://meet.google.com/nwe-cpkd-rxh>
Or dial: (US) +1 401-213-1946 PIN: 469 208 270#**

City Council: Linda Joy Sullivan, Mayor
Chris Vachon, Council President
Kevin Charboneau
Clark Curtis
Rick Ufford-Chase

James D. Johnson, City Clerk/Treasurer

1. Call the Council Meeting to Order
2. Additions/Deletions to the Agenda
3. Consent Agenda
 - a. Regular meeting minutes of December 2 2024
 - b. AP Warrants 2024 12 03, 2024 12 06, 2024 12 13
 - c. PR Warrants 2024 12 12
 - d. Liquor Licenses / Vendor Permits / Special Events Permits
4. Fire Department Contract with Coventry - Potential Vote
5. 2025 City Council Meeting Schedule
6. VLCT; Interviews - Discussion
7. Grants Update - Discussion
8. Reappraisal Contract Selection - Potential Vote
9. Downtown Vibrancy Fund Municipal Letter of Attestation -Potential Vote
10. Revised VHB Master Plan Update - Potential Vote

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Newport City Council Meeting Participation Guidelines

Newport City Council meetings are for the purpose of allowing Council members to conduct City business. Distinct from public hearings or town meetings, City Council meetings are held in public, but are not meetings of the public. City Council meetings are the only time the City Council members have to discuss, deliberate and decide upon City matters. In an effort to conduct orderly and efficient meetings, the Mayor kindly requests your cooperation and compliance with the following guidelines:

1. Please be respectful of each other, Council members, city staff, and the public.
2. Please raise your hand to be recognized by the Mayor. Once recognized, please state your name and address or affiliation.
3. Please address only the Mayor and not members of the public, staff, or presenters.
4. Please abide by any time limits. Time limits will be used to ensure everyone is heard and that there is sufficient time for the Council to complete their agenda within a reasonable timeframe.
5. The Mayor will make a reasonable effort to allow everyone to speak once before speakers address the Council a second time per the limited 2 minute timeline adopted on January 23, 2017.
6. Once public comment has been heard, discussion will be limited to the City Council members.
7. Please do not interrupt or mock other speakers or otherwise exhibit disruptive behavior during the City Council meeting.
8. Please do not repeat the points made by others, except to indicate agreement or disagreement with other views.
9. Please use the hallway for side conversations. It is difficult to hear speaker remarks when side conversations are occurring in the Council Chamber.
10. Presentations to the Council are not open to public comment. However, per the policy adopted on December 21, 2015, matters on the agenda requiring a vote are open to public comment immediately prior to the Council vote.
11. Individuals who do not abide by these procedures will be asked to leave the Council Chamber.

Council Minutes
December 2, 2024

A duly warned meeting of the Newport City Council was held on Monday, December 2, 2024. Present were Mayor Linda Sullivan, Council President Chris Vachon, council members Kevin Charboneau, Rick Ufford-Chase, Clark Curtis, City Clerk/Treasurer James Johnson, PW Director Tom Bernier, Zoning Administrator Frank Cheney, Fire Chief Kevin LaCoss, Andrew Carbine, Jack Roberge, members of the Press and Public.

Mayor Sullivan called the meeting to order at 6:00 PM.

Additions/Deletions to the Agenda

Accounts Payable Warrant for December 2, 2024 and Special Events Permit for the Light Parade on December 14, 2024 were added to the agenda.

Consent Agenda

Mr. Vachon moved to approve the consent agenda with additions. Seconded by Mr. Curtis, motion carried unanimously.

Causeway Contract Modification No. 1 (attached)

Mr. Vachon moved to approve the causeway contract modification no. 1. Seconded by Mr. Charboneau, motion carried unanimously.

MVP Health Plan

Mr. Roberge presented the MVP Health Plan for council approval. Mr. Vachon moved to approve the MVP Health Plan as presented. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Fire Department Personnel Matter 1 V.S.A. 313(a)(1)

Mr. Vachon moved to enter executive session for a fire Department Personnel Matter. Seconded by Mr. Curtis, motion carried unanimously.

No Action

Mr. Ufford-Chase moved to hire a 40/hr. per week Administrative Fire Fighter. Seconded by Mr. Charboneau, motion carried unanimously.

Employee Evaluation of City Official 1 V.S.A. 313(a)(3)

Mr. Curtis moved to enter executive session for City Official Evaluation and invite Frank Cheney into the session. Seconded by Mr. Vachon, motion carried unanimously.

No action

Mr. Ufford-Chase moved to establish an internal Grants Manager position with compensation of \$15,000 per year to cover the responsibilities of Grants Manager. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Ufford-Chase moved to assign Frank Cheney the responsibilities of Internal Grants Manager effective immediately. Seconded by Mr. Vachon, motion carried unanimously.

Financial Discussion - Water and Sewer

Mayor Sullivan discussed working on rate structures for meters, equitable rate structure for all water/Sewer users, how broken meters are identified and meter installation issues.

Comments by Members of the Public

Joe Greaser commented on the Fire Dept. Administrator.

Jen Hopkins commented on the Personnel Policy.

New Business

Mr. Vachon noted the Home Town holiday event on December 7th.

Old Business

Mr. Charboneau asked about a member of the public working in the City Manager's office.

Next Meeting Date

Mr. Curtis moved to set the next meeting for December 16, 2024. Seconded by Mr. Vachon, motion carried unanimously.

Adjournment

Mr. Vachon moved to adjourn at 8:36 PM. Seconded by Mr. Curtis, motion carried unanimously.

Attested _____ This _____ Day of December 2024

_____ Mayor

DRAFT

CITY OF NEWPORT
Causeway Traffic Signals Removal & Replacement

CONTRACT MODIFICATION #1

It is hereby agreed by and between the municipality of the City of Newport, hereinafter referred to as the MUNICIPALITY, and Electric Light Company, Inc., hereinafter referred to as the CONTRACTOR, that the Construction Agreement dated September 21, 2023, as modified by Change Order #1 dated April 4, 2024, shall be modified as follows:


1. **MEASUREMENT AND PAYMENT (REVISED) Causeway Traffic Signal & Street Lighting Replacement Project** is hereby modified by modifying Payment Items 3A, 3B and 3C by replacing bullets (a)(1) through (a)(6) in the Basis of Payment section with the following:

- 1) Payment of 25% of the Contract Unit Price will be paid upon the completion of the installation of the reinforced concrete foundations for the new traffic signal cantilever/mast arm poles and pedestal posts.
- 2) Payment of 20% of the Contract Unit Price will be paid upon the completion of the installation of the new traffic signal cantilever/mast arm poles and pedestal posts.
- 3) Payment of 10% of the Contract Unit Price will be paid upon the completion of the installation of new traffic signal and detector conduits and wiring not otherwise paid for under other Payment Items.
- 4) Payment of 15% of the Contract Unit Price will be paid upon the completion of the installation of the installation of all new traffic signal hardware (signal heads, pedestrian signals, etc.) on the new traffic signal cantilever/mast arm poles and pedestal posts.
- 5) Payment of 10% of the Contract Unit Price will be paid upon completion of the installation of new traffic signal vehicle detection equipment.
- 6) Payment of 20% of the Contract Unit Price will be paid upon completion of the installation of the new traffic signal controller cabinets, all appurtenances contained therein, and all other equipment, labor and materials necessary to complete the new traffic signals and make them operational.
- 7) Retainage of 10% will be withheld from the above partial payments as outlined in the above-referenced Construction Agreement.

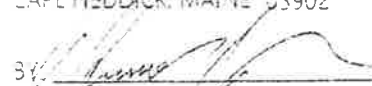
2. This **Contract Modification** does not include any changes to the previously agreed upon Contract Sum, the Contract Time or Contract Completion Date.

Except as modified by this and all previous Contract Modifications and Change Orders, all other provisions of the original Construction Agreement dated September 21, 2023 shall remain in full force and effect.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

CITY OF NEWPORT
NEWPORT, VERMONT

TITLE: Mayor
DATE: 12/2/2024

ELECTRIC LIGHT COMPANY INC.
CAPE NEDDICK, MAINE 03902


TITLE: Kenneth P. Miller - President

DATE: 11/22/2024

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 02(GENERAL FUND) From 11/01/24 To 11/30/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AFLAC	AFLAC	PR-11/14/24 Payroll Transfer	1026.73	0.00			--/--/--
AFLAC	AFLAC	PR-11/27/24 Payroll Transfer	1026.73	0.00			--/--/--
AFLAC	AFLAC	113024 AFLAC Adj	123.80	0.00			--/--/--
COUNCIL93	AFSCME COUNCIL 93	PR-11/14/24 Payroll Transfer	318.45	0.00			--/--/--
COUNCIL93	AFSCME COUNCIL 93	PR-11/27/24 Payroll Transfer	318.45	0.00			--/--/--
EYEMED	FIDELITY SECURITY LIFE INSURAN	PR-11/14/24 Payroll Transfer	3.12	0.00			--/--/--
EYEMED	FIDELITY SECURITY LIFE INSURAN	PR-11/27/24 Payroll Transfer	3.12	0.00			--/--/--
EYEMED	FIDELITY SECURITY LIFE INSURAN	113024 Eye Ins. Adj.	0.50	0.00			--/--/--
MUTUAL O	MUTUAL OF OMAHA	113124 Life & Disability Ins	2594.09	0.00			--/--/--
MVP	MVP HEALTH CARE, INC	PR-11/14/24 Payroll Transfer	1665.49	0.00			--/--/--
MVP	MVP HEALTH CARE, INC	PR-11/27/24 Payroll Transfer	1665.49	0.00			--/--/--
MVP	MVP HEALTH CARE, INC	113024 Health Ins Premium	49054.99	0.00			--/--/--
NEPBA	NEPBA LOCAL 434	PR-11/14/24 Payroll Transfer	475.00	0.00			--/--/--
NEPBA	NEPBA LOCAL 434	PR-11/27/24 Payroll Transfer	475.00	0.00			--/--/--
NE DELTA	NORTHEAST DELTA DENTAL	PR-11/14/24 Payroll Transfer	276.56	0.00			--/--/--
NE DELTA	NORTHEAST DELTA DENTAL	PR-11/27/24 Payroll Transfer	276.56	0.00			--/--/--
NE DELTA	NORTHEAST DELTA DENTAL	PR-11/27/24A Payroll Transfer	14.25	0.00			--/--/--
NE DELTA	NORTHEAST DELTA DENTAL	113024 Dental Premium	1218.89	0.00			--/--/--
VTRETIRE	VMERS DB	PR-11/14/24 Payroll Transfer	26921.19	0.00			--/--/--
VTRETIRE	VMERS DB	PR-11/27/24 Payroll Transfer	27673.65	0.00			--/--/--
VTRETIRE	VMERS DB	PR-11/27/24A Payroll Transfer	1609.29	0.00			--/--/--
VTRETIRE	VMERS DB	113024 VMERS Adj	-0.05	0.00			--/--/--
VSP	VSP INS - VISION CARE	PR-11/14/24 Payroll Transfer	117.30	0.00			--/--/--
VSP	VSP INS - VISION CARE	PR-11/27/24 Payroll Transfer	117.30	0.00			--/--/--
VSP	VSP INS - VISION CARE	PR-11/27/24A Payroll Transfer	9.96	0.00			--/--/--
VSP	VSP INS - VISION CARE	113024 Eye Ins Premium	511.01	0.00			--/--/--
Report Total			117,496.87	0.00	0.00		

CITY COUNCIL

To the Treasurer of City of Newport, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***117,496.87
Let this be your order for the payments of these amounts.

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 12/06/24 To 12/06/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
BUDBOS AG SUPERMARKETS, INC	02-467564	Supplies/Materials	14.90	0.00			--/--/--
ATT MOBIL AT&T MOBILITY	120624 PD	PD Phone Services	593.68	0.00			--/--/--
GRIFBE BEULAH GRIFFES	120424	Property Tax Refund	1502.00	0.00			--/--/--
CENTRAL E CENTRAL EQUIPMENT LLC	7465	PD Supplies/Materials	155.00	0.00			--/--/--
COMCAST COMCAST	120724 PD	PD Internet	219.71	0.00			--/--/--
COMCAST COMCAST	121324 CD	Dock Internet	205.84	0.00			--/--/--
COMCAST B COMCAST BUSINESS	223170812	Phone Services	2200.46	0.00			--/--/--
CONS COMM CONSOLIDATED COMMUNICATIONS	121624	PD Internet	199.95	0.00			--/--/--
DIRIGO DIRIGO SAFETY LLC	2024-0362	PD Training	575.00	0.00			--/--/--
PSB VISA FIRST BANKCARD	121424 TB	Supplies/Materials	1895.16	0.00			--/--/--
PSB VISA FIRST BANKCARD	121424 CM	Supplies/Materials	408.07	0.00			--/--/--
PSB VISA FIRST BANKCARD	121424 NR	Supplies/Materials	476.22	0.00			--/--/--
JED'S MAP JED'S MAPLE PRODUCTS	12030	Holiday Supplies	792.00	0.00			--/--/--
BROWMI MICHAEL BROWN	120224	Nov Phone Reimbursement	30.00	0.00			--/--/--
BROWMI MICHAEL BROWN	120124	Nov Mileage Reimbursemen	30.82	0.00			--/--/--
MILTON RE MILTON RENTAL AND SALES CTR. I	1-655445	Equipment Rental	1426.04	0.00			--/--/--
NH DOT NEW HAMPSHIRE DEPT OF TRANSPOR	002092483940	VT KSY353	4.00	0.00			--/--/--
NH DOT NEW HAMPSHIRE DEPT OF TRANSPOR	002092364838	VT HHT702	3.50	0.00			--/--/--
NH DOT NEW HAMPSHIRE DEPT OF TRANSPOR	002092055624	VT HHT702	6.00	0.00			--/--/--
NH DOT NEW HAMPSHIRE DEPT OF TRANSPOR	002092055415	VT KSY353	4.00	0.00			--/--/--
PASSBK PD PASSUMPSIC SAVINGS BANK	120724	Tower LOC	2888.86	0.00			--/--/--
PASSBK PD PASSUMPSIC SAVINGS BANK	121124	2023 PD Ford Explorer	1463.84	0.00			--/--/--
SYMQUEST SYMQUEST GROUP INC	543213185	PD Copier Contract	337.53	0.00			--/--/--
KIPLINGER THE KIPLINGER	120224	Subscription	131.44	0.00			--/--/--
PIC SHOY THE PICK & SHOVEL INC	306539	Pomerleau Party	2792.50	0.00			--/--/--
VLCT VERMONT LEAGUE OF CITIES & TOW	11732	Training	10.00	0.00			--/--/--
VERMONT R VERMONT REINDEER FARM	120724	Reindeer Rental	800.00	0.00			--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	122624	Electric Services	9740.60	0.00			--/--/--

12/06/2024

11:43 am

City of Newport Accounts Payable
 Check Warrant Report # Current Prior Next FY Invoices
 Unpaid Invoices For Check Acct 01(GENERAL FUND) From 12/06/24 To 12/06/24

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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			28,907.12	0.00	0.00		

CITY COUNCIL

To the Treasurer of City of Newport, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****28,907.12
 Let this be your order for the payments of these amounts.

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 12/12/24 To 12/13/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ABLE COM	ABLE COM ANSWERING SERVICE, IN 241100776101	Answering Services	151.20	0.00			--/--/--
				0.00			--/--/--
BUDBOS	AG SUPERMARKETS, INC	02-458391 Supplies/Materials	4.39	0.00			--/--/--
ATT MOBIL	AT&T MOBILITY	120624 CM & FW Phone	141.20	0.00			--/--/--
C&D	C & D STARTER SHOP	120324 Supplies/Materials	145.00	0.00			--/--/--
CALKINS	CALKINS SAND & GRAVEL INC	48113 Stone	481.65	0.00			--/--/--
CANON SOL	CANON SOLUTIONS AMERICA INC	6010107516 CM Copier Maintenance	31.89	0.00			--/--/--
CASELLA	CASELLA WASTE MGT INC	3073965 Disposal	62.44	0.00			--/--/--
CASELLA	CASELLA WASTE MGT INC	3081246 Disposal	1038.89	0.00			--/--/--
CASELLA	CASELLA WASTE MGT INC	3082965 Sludge Disposal	1234.11	0.00			--/--/--
CASELLA	CASELLA WASTE MGT INC	3081259 Sludge Disposal	3275.77	0.00			--/--/--
CVC	CENTRAL VERMONT COMMUNICATIONS	10405501 Paging Services	368.40	0.00			--/--/--
COMCAST	COMCAST	120924 FD FD Internet	185.44	0.00			--/--/--
ENDYNE	ENDYNE INC	508582 Lab Services	75.00	0.00			--/--/--
ENDYNE	ENDYNE INC	513165 Lab Services	75.00	0.00			--/--/--
FREDS	FRED'S PLUMBING & HEATING INC	396159 Repairs	263.66	0.00			--/--/--
GILLS POI	GILLS POINT S TIRE	2074714 Alignment	121.27	0.00			--/--/--
GRAYS	GRAY'S PAVING & ASPHALT PLANT, 5674	Asphalt	1810.56	0.00			--/--/--
HAYES	HAYES FORD INC	6457 Parts	192.28	0.00			--/--/--
HAYES	HAYES FORD INC	6524 Parts	244.78	0.00			--/--/--
HORIZONS	HORIZONS ENGINEERING, INC	35846 Proj. 19514 GP Playgroun	1210.00	0.00			--/--/--
MERRJA	JAKE MERRILL	120224 Parts	296.00	0.00			--/--/--
				0.00			--/--/--
DELAJO	JONATHAN DELABRUERE	102924 VTCMA Conf Reimbursement	225.40	0.00			--/--/--
KIMBALL	KIMBALL MIDWEST	102855020 Supplies/Materials	157.10	0.00			--/--/--
LAKEVIEW	LAKEVIEW AVIATION	4335 FD Boat Service	540.77	0.00			--/--/--
LEBLANC'S	LEBLANC'S PEST CONTROL	27862 Pest Control	55.00	0.00			--/--/--
SULLLI	LINDA JOY SULLIVAN	100727 Reimbursement	243.00	0.00			--/--/--
M&T/WILMI	M&T BANK/WILMINGTON TRUST	12022024 RF1-075 Loan Plant Upgra	239484.60	0.00			--/--/--
MCMASTER	MCMASTER-CARR SUPPLY CO	36542617 Supplies/Materials	97.89	0.00			--/--/--
MCMASTER	MCMASTER-CARR SUPPLY CO	36975108 Supplies/Materials	163.87	0.00			--/--/--
MES	MUNICIPAL EMERGENCY SERVICES I	IN2150249 Supplies/Materials	150.00	0.00			--/--/--
MES	MUNICIPAL EMERGENCY SERVICES I	IN2154872 Supplies/Materials	102.99	0.00			--/--/--
NADEAUS	NADEAU'S PLUMBING & HEATING IN	136749 Repairs 45 Sunset Terr	740.70	0.00			--/--/--
NADEAUS	NADEAU'S PLUMBING & HEATING IN	136729 Repairs 45 Sunset Terr	1177.81	0.00			--/--/--
NADEAUS	NADEAU'S PLUMBING & HEATING IN	136933 Repairs 45 Sunset Terr	4880.72	0.00			--/--/--
NWPT ABL	NEWPORT AMBULANCE SERVICE, INC	217 Dec Ambulance Coverage	20072.50	0.00			--/--/--
KEITNI	NICHOLAS KEITHAN	121024 Fuel Reimbursement	20.00	0.00			--/--/--
				0.00			--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-164973 Parts	99.72	0.00			--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-164001 Parts	50.97	0.00			--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-163966 Parts	39.99	0.00			--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-158187 Parts	447.56	0.00			--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-161908 Credit Memo	-323.88	0.00			--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-162877 Parts	28.77	0.00			--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-164267 Parts	118.52	0.00			--/--/--
OVIVO	OVIVO USA, LLC	8488706 Parts	3896.97	0.00			--/--/--
PEPINS	PEPIN'S TRUCK REPAIR INC	92751 Parts	11.85	0.00			--/--/--
PEPINS	PEPIN'S TRUCK REPAIR INC	38100 Parts	110.16	0.00			--/--/--
PEPINS	PEPIN'S TRUCK REPAIR INC	92733 Parts	152.48	0.00			--/--/--

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 12/12/24 To 12/13/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
PRIME SOL PRIME SOLUTION INC.	SH7846-34	Supplies/Materials	742.21	0.00			--/--/--
PRIME SOL PRIME SOLUTION INC.	SH7846-37	Supplies/Materials	27.03	0.00			--/--/--
RAY'S RAY'S AUTO SERVICE	24-13550	Towing	87.50	0.00			--/--/--
RAY'S RAY'S AUTO SERVICE	69052	FD Truck Repairs	979.79	0.00			--/--/--
RESTORE U RESTORATION UNLIMITED INC	1881	Repairs 45 Sunset Terr	1602.00	0.00			--/--/--
RESTORE U RESTORATION UNLIMITED INC	1882	Repairs 45 Sunset Terr	2808.00	0.00			--/--/--
REYNOLDS REYNOLDS & SON INC	3447364	Supplies/Materials	2052.36	0.00			--/--/--
SECURSHRE SECURESHRED	474447	Shredding	24.00	0.00			--/--/--
SOUTHBAY SOUTH BAY SUPPLY	756421	Supplies/Materials	27.38	0.00			--/--/--
SOUTHBAY SOUTH BAY SUPPLY	757105	Supplies/Materials	4.29	0.00			--/--/--
SOUTHBAY SOUTH BAY SUPPLY	755946	Supplies/Materials	6.49	0.00			--/--/--
SP&F ATT SP&F ATTORNEYS, P.C.	88377	Professional Services	11610.95	0.00			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307838	Supplies/Materials	208.64	10.43			--/--/--
PIC SHOW THE PICK & SHOVEL INC	308057	Supplies/Materials	17.98	0.90			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307629	Supplies/Materials	15.99	0.80			--/--/--
PIC SHOW THE PICK & SHOVEL INC	308161	Supplies/Materials	63.63	3.11			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307638	Supplies/Materials	5.00	0.25			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307480	Supplies/Materials	17.94	0.90			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307078	Supplies/Materials	22.78	1.14			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307943	Supplies/Materials	4.99	0.25			--/--/--
PIC SHOW THE PICK & SHOVEL INC	306081	Supplies/Materials	25.96	1.30			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307149	Supplies/Materials	139.99	7.00			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307075	Supplies/Materials	32.17	1.61			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307372	Supplies/Materials	5.79	0.29			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307044	Supplies/Materials	237.04	11.85			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307337	Supplies/Materials	8.39	0.42			--/--/--
PIC SHOW THE PICK & SHOVEL INC	306520	Supplies/Materials	59.99	3.00			--/--/--
PIC SHOW THE PICK & SHOVEL INC	306680	Supplies/Materials	0.89	0.04			--/--/--
PIC SHOW THE PICK & SHOVEL INC	306597	Supplies/Materials	13.99	0.70			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307366	Supplies/Materials	2.49	0.12			--/--/--
PIC SHOW THE PICK & SHOVEL INC	307507	Supplies/Materials	30.77	1.54			--/--/--
PIC SHOW THE PICK & SHOVEL INC	308180	Supplies/Materials	25.99	1.30			--/--/--
PIC SHOW THE PICK & SHOVEL INC	308307	Supplies/Materials	67.33	3.30			--/--/--
PIC SHOW THE PICK & SHOVEL INC	308318	Supplies/Materials	5.49	0.27			--/--/--
UNITED AG UNITED AG & TURF NE	10864841	Supplies/Materials	2916.80	0.00			--/--/--
UNITED AG UNITED AG & TURF NE	10864837	Supplies/Materials	265.00	0.00			--/--/--
UNITED AG UNITED AG & TURF NE	10886999	Supplies/Materials	107.16	0.00			--/--/--
UNITED AG UNITED AG & TURF NE	10893747	Supplies/Materials	60.89	0.00			--/--/--
UNITED AG UNITED AG & TURF NE	10887839	Supplies/Materials	23.69	0.00			--/--/--
UNITED AG UNITED AG & TURF NE	10900985	Supplies/Materials	17.68	0.00			--/--/--
VHB VANASSE HANGEN BRUSTLIN INC.	0451093	Proj 59156.00 Master Pla	8396.80	0.00			--/--/--
VHB VANASSE HANGEN BRUSTLIN INC.	0451905	Proj 59156.00 Master Pla	5453.02	0.00			--/--/--
VHB VANASSE HANGEN BRUSTLIN INC.	0457983	Proj 59156.00 Master Pla	24752.37	0.00			--/--/--
VIKING CI VIKING-CIVES USA	4537470	Supplies/Materials	611.16	0.00			--/--/--
VRWA VRWA	16811	Registration	21.00	0.00			--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	010125	Electric Services	2943.49	0.00			--/--/--
WALTS WALT'S SALES & SERVICE INC.	RO 22817	FD Can Am Track Install	115.00	0.00			--/--/--

12/13/2024
11:38 am

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01(GENERAL FUND) From 12/12/24 To 12/13/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			351,911.64	50.52	0.00		

CITY COUNCIL

To the Treasurer of City of Newport, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***351,861.12
Let this be your order for the payments of these amounts.

12/10/24
03:18 pm

City of Newport Payroll
Check Warrant Report #
Check date 12/12/24 to 12/12/24

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stherrien

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
ABBOJA	ABBOTT, JACOB T.	20877	12/12/24	38.59	0.00
ABBOZA	ABBOTT, ZACHARY S.	20878	12/12/24	141.51	0.00
BARRTH	BARRY, THOMAS L.	20879	12/12/24	38.59	0.00
BENND0	BENNETT, DONNA J.	20901	12/12/24	365.71	0.00
BERNTH	BERNIER, THOMAS L.	E2088858	12/12/24	0.00	970.20
BERNTH	BERNIER, THOMAS L.	E2088857	12/12/24	0.00	2380.28
Total of 2 items for BERNTH				0.00	3350.48
BINGTR	BINGHAM, TRAVIS R.	E2088803	12/12/24	0.00	349.37
BINGTR	BINGHAM, TRAVIS R.	E2088802	12/12/24	0.00	2203.30
Total of 2 items for BINGTR				0.00	2552.67
BOUCBE	BOUCHER, BENJAMIN G.	E2088860	12/12/24	0.00	199.47
BOUCBE	BOUCHER, BENJAMIN G.	E2088859	12/12/24	0.00	1605.32
Total of 2 items for BOUCBE				0.00	1804.79
BRASAR	BRASSARD, ARNOLD J.	20903	12/12/24	364.60	0.00
BROWMI	BROWN, MICHAEL E.	E2088884	12/12/24	0.00	336.88
BROWMI	BROWN, MICHAEL E.	E2088883	12/12/24	0.00	1703.70
Total of 2 items for BROWMI				0.00	2040.58
BRUNCH	BRUNO, CHARLES W., III	E2088854	12/12/24	0.00	51.46
BRYASC	BRYANT, SCOTT A.	E2088838	12/12/24	0.00	1968.46
BRYASC	BRYANT, SCOTT A.	E2088839	12/12/24	0.00	355.25
Total of 2 items for BRYASC				0.00	2323.71
CAMBTU	CAMBER, TUCKER J.	E2088863	12/12/24	0.00	199.47
CAMBTU	CAMBER, TUCKER J.	E2088861	12/12/24	0.00	1523.84
CAMBTU	CAMBER, TUCKER J.	E2088862	12/12/24	0.00	509.84
Total of 3 items for CAMBTU				0.00	2233.15
CARBAN	CARBINE, ANDREW W.	20880	12/12/24	112.21	0.00
CARBAN	CARBINE, ANDREW W.	20881	12/12/24	167.23	0.00
Total of 2 items for CARBAN				279.44	0.00
CARRER	CARRIER, ERIC A.	E2088877	12/12/24	0.00	1676.20
CHARKE	CHARBONEAU, KEVIN J.	20867	12/12/24	337.87	0.00
CHENDE	CHENETTE, DENIS A.	20873	12/12/24	83.11	0.00
CHENFR	CHENEY, FRANCIS E., III	20872	12/12/24	2085.78	0.00
CHURRO	CHURCHILL, ROBYN D. H.	20871	12/12/24	1357.49	0.00
CIREGI	CIRELLI, GINA C.	20874	12/12/24	83.11	0.00
CLONVA	CLONEY, VAUGHN M., III	E2088887	12/12/24	0.00	226.26
COLLDA	COLLINS, DANIEL F.	20896	12/12/24	1702.25	0.00

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City of Newport Payroll
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Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
CURTCL	CURTIS, CLARK W.	20868	12/12/24	387.87	0.00
DELAJO	DELABRUERE, JONATHAN D.	E2088796	12/12/24	0.00	64.32
DILLTR	DILLON, TRAVIS J.	E2088865	12/12/24	0.00	511.02
DILLTR	DILLON, TRAVIS J.	E2088864	12/12/24	0.00	2002.04
Total of 2 items for DILLTR				0.00	2513.06
ELLIMA	ELLIS, MANNING S.	20882	12/12/24	25.73	0.00
FINNPA	FINN, PATRICK W.	E2088885	12/12/24	0.00	1410.48
FLYNKU	FLYNN, KURK O.	E2088840	12/12/24	0.00	2343.18
FLYNKU	FLYNN, KURK O.	E2088842	12/12/24	0.00	363.82
FLYNKU	FLYNN, KURK O.	E2088841	12/12/24	0.00	906.78
Total of 3 items for FLYNKU				0.00	3613.78
GAGELA	GAGE, LARRY L., JR	E2088866	12/12/24	0.00	1495.01
GAGELA	GAGE, LARRY L., JR	E2088867	12/12/24	0.00	197.09
Total of 2 items for GAGELA				0.00	1692.10
GONYAN	GONYAW, ANDREW T.	E2088805	12/12/24	0.00	357.74
GONYAN	GONYAW, ANDREW T.	E2088804	12/12/24	0.00	2572.52
Total of 2 items for GONYAN				0.00	2930.26
GOSSRO	GOSSELIN, ROBERT J.	E2088889	12/12/24	0.00	180.01
GOSSRO	GOSSELIN, ROBERT J.	E2088888	12/12/24	0.00	1335.50
Total of 2 items for GOSSRO				0.00	1515.51
GOSSROG	GOSSELIN, ROGER M.	E2088851	12/12/24	0.00	434.87
GRENLE	GRENIER, LEO C., III	20897	12/12/24	1807.04	0.00
GRENLE	GRENIER, LEO C., III	20898	12/12/24	485.10	0.00
Total of 2 items for GRENLE				2292.14	0.00
GRUBRO	GRUBE, ROSS E.	E2088878	12/12/24	0.00	1918.10
GUYEDA	GUYER, DAVIS M.	E2088807	12/12/24	0.00	349.37
GUYEDA	GUYER, DAVIS M.	E2088806	12/12/24	0.00	2087.63
Total of 2 items for GUYEDA				0.00	2437.00
HARTER	HARTMAN, ERIC P.	E2088868	12/12/24	0.00	1441.80
HERMJA	HERMAN, JASON M.	E2088879	12/12/24	0.00	2006.94
HERMJA	HERMAN, JASON M.	E2088880	12/12/24	0.00	481.66
Total of 2 items for HERMJA				0.00	2488.60
HINTMA	HINTON, MARK S.	20883	12/12/24	27.45	0.00
HORNDU	HORNE, DUSTIN J.	E2088850	12/12/24	0.00	988.48

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City of Newport Payroll
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Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
JACODA	JACOBS, DAVID M.	E2088808	12/12/24	0.00	2792.11
JACODA	JACOBS, DAVID M.	E2088810	12/12/24	0.00	355.25
JACODA	JACOBS, DAVID M.	E2088809	12/12/24	0.00	846.32
Total of 3 items for JACODA				0.00	3993.68
JACOTA	JACOBS, TANNER D.	E2088812	12/12/24	0.00	349.37
JACOTA	JACOBS, TANNER D.	E2088811	12/12/24	0.00	1873.41
Total of 2 items for JACOTA				0.00	2222.78
JOHNJA	JOHNSON, JAMES D.	E2088797	12/12/24	0.00	1763.16
JOHNJA	JOHNSON, JAMES D.	E2088798	12/12/24	0.00	970.20
Total of 2 items for JOHNJA				0.00	2733.36
KEITNI	KEITHAN, NICHOLAS N.	E2088813	12/12/24	0.00	2124.79
KEITNI	KEITHAN, NICHOLAS N.	E2088814	12/12/24	0.00	357.74
Total of 2 items for KEITNI				0.00	2482.53
LACOKE	LACOSS, KEVIN W.	E2088855	12/12/24	0.00	822.84
LACOKE	LACOSS, KEVIN W.	E2088856	12/12/24	0.00	343.08
Total of 2 items for LACOKE				0.00	1165.92
LACOTA	LACOURSE, TAMMY L.	E2088852	12/12/24	0.00	38.79
LAFOJU	LAFORCE, JUSTIN D.	20884	12/12/24	283.02	0.00
LANCRJ	LANCASTER, ROYCE J., JR	E2088871	12/12/24	0.00	199.47
LANCRJ	LANCASTER, ROYCE J., JR	E2088870	12/12/24	0.00	509.84
LANCRJ	LANCASTER, ROYCE J., JR	E2088869	12/12/24	0.00	1419.38
Total of 3 items for LANCRJ				0.00	2128.69
LANCRO	LANCASTER, ROYCE E., SR	E2088816	12/12/24	0.00	884.23
LANCRO	LANCASTER, ROYCE E., SR	E2088815	12/12/24	0.00	2106.13
LANCRO	LANCASTER, ROYCE E., SR	E2088817	12/12/24	0.00	357.74
Total of 3 items for LANCRO				0.00	3348.10
LECLJJ	LECLAIR, JAMES A., JR	E2088820	12/12/24	0.00	357.74
LECLJJ	LECLAIR, JAMES A., JR	E2088818	12/12/24	0.00	1684.37
LECLJJ	LECLAIR, JAMES A., JR	E2088819	12/12/24	0.00	23.63
Total of 3 items for LECLJJ				0.00	2065.74
LEINEM	LEINOFF, EMILY R. L.	E2088844	12/12/24	0.00	355.25
LEINEM	LEINOFF, EMILY R. L.	E2088843	12/12/24	0.00	2181.21
Total of 2 items for LEINEM				0.00	2536.46

12/10/24
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City of Newport Payroll
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Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
LIIAJ0	LIIAMAA, JONATHAN S.	20885	12/12/24	77.19	0.00
LILLJ0	LILLIS, JOSHUA S.	E2088821	12/12/24	0.00	2634.98
LILLJ0	LILLIS, JOSHUA S.	E2088822	12/12/24	0.00	349.37
Total of 2 items for LILLJ0				0.00	2984.35
MARCC0	MARCOUX, COREY J.	E2088872	12/12/24	0.00	925.08
MARCC0	MARCOUX, COREY J.	E2088873	12/12/24	0.00	509.84
Total of 2 items for MARCC0				0.00	1434.92
MARQPH	MARQUETTE, PHILLIP J.	20886	12/12/24	199.40	0.00
MARSJA	MARSH, JARED A.	E2088882	12/12/24	0.00	1535.27
MAYOST	MAYO, STEVEN J.	20887	12/12/24	231.55	0.00
MCKEDO	MCKENNY, DOUGLAS G., JR	20899	12/12/24	1648.89	0.00
MESSDY	MESSIER, DYLAN R.	20888	12/12/24	205.85	0.00
MILLER	MILLER, ERIC R.	E2088845	12/12/24	0.00	2007.91
MILLER	MILLER, ERIC R.	E2088846	12/12/24	0.00	355.25
Total of 2 items for MILLER				0.00	2363.16
MONEJO	MONETTE, JOHN P.	20875	12/12/24	83.11	0.00
MORIJO	MORIN, JONATHAN L.	E2088823	12/12/24	0.00	3162.53
MORIJO	MORIN, JONATHAN L.	E2088824	12/12/24	0.00	349.37
Total of 2 items for MORIJO				0.00	3511.90
MOULCH	MOULTON, CHARLES D.	E2088826	12/12/24	0.00	355.25
MOULCH	MOULTON, CHARLES D.	E2088825	12/12/24	0.00	2939.04
Total of 2 items for MOULCH				0.00	3294.29
NEWTCH	NEWTON, CHARLES W.	20889	12/12/24	252.47	0.00
NEWTCH	NEWTON, CHARLES W.	20890	12/12/24	288.19	0.00
Total of 2 items for NEWTCH				540.66	0.00
NOYECR	NOYES, CRAIG M.	20891	12/12/24	180.10	0.00
OCONCA	O'CONNELL, CAROLE A.	20876	12/12/24	83.11	0.00
PATEAN	PATENAUDE, ANDREW M.	E2088874	12/12/24	0.00	1711.16
PRUEMI	PRUE, MICHAEL R.	E2088876	12/12/24	0.00	355.25
PRUEMI	PRUE, MICHAEL R.	E2088875	12/12/24	0.00	2412.55
Total of 2 items for PRUEMI				0.00	2767.80
QUARHE	QUARLES, HENRY A., III	E2088881	12/12/24	0.00	1449.35
RIVENI	RIVERS, NICHOLAS R.	E2088827	12/12/24	0.00	3439.30
RIVENI	RIVERS, NICHOLAS R.	E2088828	12/12/24	0.00	357.74
Total of 2 items for RIVENI				0.00	3797.04

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City of Newport Payroll
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Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
RONDJO	RONDEAU, JOSEE	E2088886	12/12/24	0.00	623.39
ROWEJO	ROWE, JONATHAN M.	20904	12/12/24	287.97	0.00
SAAMAB	SAAMAN, ABRAHAM J.	E2088829	12/12/24	0.00	1655.52
SAAMAB	SAAMAN, ABRAHAM J.	E2088831	12/12/24	0.00	793.46
SAAMAB	SAAMAN, ABRAHAM J.	E2088830	12/12/24	0.00	22.15
SAAMAB	SAAMAN, ABRAHAM J.	E2088832	12/12/24	0.00	333.23
Total of 4 items for SAAMAB				0.00	2804.36
SEARES	SEARLES, ESTHER M.	20900	12/12/24	277.05	0.00
SMITCO	SMITH, CODY M.	E2088834	12/12/24	0.00	839.59
SMITCO	SMITH, CODY M.	E2088835	12/12/24	0.00	355.94
SMITCO	SMITH, CODY M.	E2088833	12/12/24	0.00	1814.21
Total of 3 items for SMITCO				0.00	3009.74
SMITGR	SMITH, GREGORY P.	20902	12/12/24	611.75	0.00
SPAUJA	SPAULDING, JASMINE E.	20892	12/12/24	90.05	0.00
SULLLI	SULLIVAN, LINDA J.	20869	12/12/24	498.69	0.00
SYKECO	SYKES, COLIN S.	E2088836	12/12/24	0.00	2318.48
SYKECO	SYKES, COLIN S.	E2088837	12/12/24	0.00	357.74
Total of 2 items for SYKECO				0.00	2676.22
THERST	THERRIEN, STACEY L.	E2088801	12/12/24	0.00	727.65
THERST	THERRIEN, STACEY L.	E2088799	12/12/24	0.00	1027.26
THERST	THERRIEN, STACEY L.	E2088800	12/12/24	0.00	293.81
Total of 3 items for THERST				0.00	2048.72
TOUCAN	TOUCHETTE, ANDREW S.	20893	12/12/24	68.61	0.00
TOUCBR	TOUCHETTE, BRYCE A.	20894	12/12/24	25.73	0.00
UFFORI	UFFORD-CHASE, RICHARD L.	E2088795	12/12/24	0.00	387.87
VACHCH	VACHON, CHRISTOPHER R.	20870	12/12/24	443.28	0.00
WALTKR	WALTERS, KRISTEN L.	E2088853	12/12/24	0.00	116.36
WELLMO	WELLS, MONICA R.	E2088848	12/12/24	0.00	807.99
WELLMO	WELLS, MONICA R.	E2088849	12/12/24	0.00	343.50
WELLMO	WELLS, MONICA R.	E2088847	12/12/24	0.00	1764.28
Total of 3 items for WELLMO				0.00	2915.77
YOUNJE	YOUNG, JEFFREY R.	20895	12/12/24	167.23	0.00
				15614.48	101855.38

12/10/24
03:18 pm

City of Newport Payroll
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stherrien

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
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To the Treasurer of City of Newport Vermont:

We hereby certify that there is due to the several persons whose
names are listed hereon the sum against each name and that
there are good and sufficient vouchers supporting the payments
aggregating \$ *117,469.86

Let this be your order for the payments of these amounts.

City Council:

2025 Regular City Council Meeting Schedule

Meetings shall be held on the 1st and 3rd Mondays, unless a recognized holiday or Council approval

January 6, 2025

January 27, 2025

February 3, 2025

February 17, 2025

March 3, 2025 Regular & Informational Meeting about the Annual Meeting

March 4, 2025 Annual Meeting @ 8:00 pm to bring up any other business from the Annual Meeting

March 11, 2025

April 7, 2025

April 21, 2025

May 5, 2025

May 19, 2025

June 2, 2025

6/116/2025

July 7, 2025

July 21, 2025

August 4, 2025

August 18, 2025

September 1 2025

September 15, 2025

October 6, 2025

October 20, 2025

November 3, 2025

November 17, 2025

December 1, 2025

December 15, 2025

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.

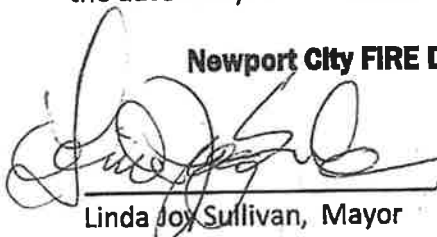
- (a) In case any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable this Agreement shall not be deemed to be invalid. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and there 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.

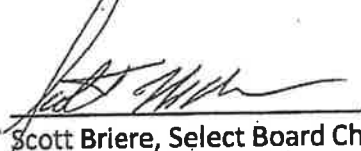
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date and year first written.

Newport City FIRE DEPARTMENT


Date: 12/7/2023

Linda Joy Sullivan, Mayor

TOWN OF COVENTRY


Date: 12/6/2023

Scott Briere, Select Board Chair

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.
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In care of Newport City, Mayor Linda Sullivan
222 Main Street
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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.

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- (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: _____

_____, Select Board Chair,

(Signature) and Print Name

Date: _____

**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