

Council Meeting Minutes

DRAFT

July 6, 2020

A duly warned meeting of the Newport City Council was held remotely on Monday, July 6, 2020. Participating remotely were Mayor Paul Monette, Council President Daniel Ross, council members Melissa Pettersson, John Wilson, and Kevin Charboneau, City Manager Laura Dolgin, City Clerk/Treasurer James Johnson, Fire Chief John Harlamert, Police Chief Travis Bingham, Rebecca Therrien, Dina Attwood and members of the Press and Public.

Mayor Monette opened the meeting at 6:34 PM.

Approval of Minutes

Mr. Wilson moved to approve the minutes of June 15, 2020. Seconded by Ms. Pettersson, motion carried unanimously.

Comments by the Public

None

Coin Drop Schedule Adjustment (memo attached)

Mr. Wilson moved to change the date of the VFW Auxiliary Coin drop to July 25, 2020. Seconded by Mr. Ross. Discussion, Ms. Pettersson clarified that the change is a result of COVID-19. Motion carried unanimously.

2020-2021 Fuel Pre-Buy (memo attached)

Mr. Charboneau moved to enter an agreement with Fred's Energy to purchase heating oil for FY 2020-21 at \$1.599/gal in the amount of \$45,052 and Propane at \$1.35/gal in the amount of \$23,625. Seconded by Mr. Ross, motion carried unanimously.

New Business

The Mayor, Ms. Dolgin, and Mr. Johnson thanked the Recreation Dept, Police Dept. and the Fire Dept. for the great job on the Fireworks July 4th. They also mentioned that they had received many comments on how beautiful the city looks. Bob and Annie have done a great job with the landscaping.

DRAFT

Old Business

None

Executive Session to discuss Appointment/Evaluation of a Public Officer 1 VSA 313(a)(3)

Mr. Charboneau moved to enter Executive Session to discuss Appointment/evaluation of a Public officer. Seconded by Mr. Wilson, motion carried unanimously.

No Action.

Next Meeting Date

Monday, July 20, 2020

Adjournment

Mr. Charboneau moved to adjourn at 7:37 PM. Seconded by Mr. Wilson, motion carried unanimously.

Attested _____ This _____ Day of _____ 2020

Mayor

To: Newport City Council
From: Laura Dolgin, City Manager
Date: July 2, 2020



Re: 2020 Coin Drop Schedule Amendment Request

Hi City Council

The CDC Guidelines have presented some challenges regarding the February 3, 2020 approved Coin Drop Schedule (attached). As a result of the critical safety measures imposed, the VFW Auxiliary was not able to host their coin drop originally scheduled for May 23, 2020.

The Newport Recreation Department canceled their coin drop that was scheduled for June 6, 2020.

The Fire Department plans to go ahead with their July 11 coin drop and the American Legion Post plans to move ahead on August 15, and we assume the remaining scheduled coin drops are planning to go ahead.

The VFW Auxiliary is requesting to reschedule their approved coin drop for Saturday, July 25, 2020. Because the Coin Drop Policy allows only one coin drop per month and all the other dates are scheduled (and we assume will be successful), we are asking the Council to allow 2 coin drops for the Month of July, 2020, due to these unusual and hopefully one time pandemic circumstances.

Thank you for your consideration on behalf of the VFW Auxiliary..

Fred's Energy

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

June 24, 2020

Newport City
222 Main St
Newport, VT 05855

PREBUY CONTRACT

1. Fred's Energy, at the Customer's request, will set aside 28000 gallons of #2 FUEL OIL, based on the Customer's estimated seasonal usage. **Applicable Sales Tax and/or fees will be billed at time of delivery.**
2. The number of gallons set aside shall be no more than Customer's average consumption over the previous three years. Pricing is valid for the 2020-2021 heating season only.
3. The 2020-2021 heating season is from September 1, 2020 to May 31, 2021.
4. The plan is offered to customers who have no past due balances with the Seller. Any services other than the product covered in this contract must be paid separately, by invoice. **No statement will be sent for accounts with credit balances.**
5. All deliveries of pre-buy product will be on automatic delivery, based on degree-days. Please note delivery schedules will not be adjusted to accommodate beginning and ending dates of this contract. Pre-buy customers may not be on a "will call" basis. Pre-buy deliveries begin once we have a signed contract and the contract is paid in full.
6. Pre-buy gallons expire at the end of the contract, May 31, 2021.
7. This agreement is subject to change in the event of any natural phenomena, disasters or acts of God beyond the Seller's control. Should such events cause the termination of this agreement; the balance of the Customer's account will be refunded after May 31, 2021.
8. Customers will be enrolled in the pre-buy plan upon receipt of a signed contract and payment in full. Pricing cannot be guaranteed until receipt of a signed contract and payment in full. Acceptance of pre-buy contracts will be until 8/31/2020 or when gallons are sold out, whichever comes first.
9. Unless Customer's payment status is C.O.D., automatic deliveries will continue after the pre-buy gallons have been delivered, unless you contact our office in writing.
10. In no event will Seller be liable for damages as a result of the failure to replenish the fuel supply at the premises and the customer agrees to hold the Seller harmless from such damages that may arise.
11. Fred's Energy will not be held responsible for normal and customary maintenance that must be done to Customer's driveway(s) and property. Fred's Energy assumes that the Customers who have requested deliveries, have taken all precautions necessary, and have provided a well-maintained driveway. Fred's energy has the right to refuse delivery if the fill pipe, LP domes and/or tanks are unsafe or inaccessible and will not be held responsible for any damages incurred due to inaccessibility.
12. Any gallons delivered over and above the original pre-buy gallons will be priced at the current market price the day of delivery.

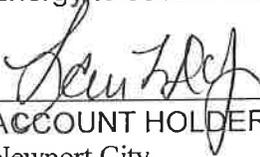
Please note, in order for us to fix your price we also have to purchase these gallons. Fred's Energy reserves the right to assess a liquid damage fee of \$1.50 per undelivered contract gallon if a minimum of 80% of the contract is not met.

Fred's Energy

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

June 24, 2020

I/We have read and understand the above information and acknowledge that my/our signature is legal acceptance of the contract and all of its conditions. By signing this contract I/We are requesting Fred's Energy to secure the gallons listed below for the upcoming heating season ending 5/31/21].



ACCOUNT HOLDER SIGNATURE
Newport City

7/7/2020

DATE OF SIGNATURE

PREBUY CONTRACT #2 FUEL OIL

Account Number: 5369

Amount of Gallons: 28 000

Price per Gallon \$1.5019

Cost of Contract: \$45,052.00

PDLF (.01 per gallon) _____

Vermont Fuel Tax (.02 per gallon) _____

Account balance: _____

Total Due: \$45,052.00

Mailing Address: Municipal Bldg 222 Main St. Newport, VT 05855

Email Address: _____

Phone Number: 802 334-5136

BELOW OFFICE USE ONLY

Date received: _____
Check Amount: _____

Initials: _____ Check#: _____

EFT /CC authorization form (circle one) Spreadsheet: _____

Fred's Energy

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

June 24, 2020

Newport City
222 Main St
Newport, VT 05855

PREBUY CONTRACT

1. Fred's Energy, at the Customer's request, will set aside 11,500 gallons of PROPANE, based on the Customer's estimated seasonal usage. **Applicable Sales Tax and/or fees will be billed at time of delivery.**
2. The number of gallons set aside shall be no more than Customer's average consumption over the previous three years. Pricing is valid for the 2020-2021 heating season only.
3. The 2020-2021 heating season is from September 1, 2020 to May 31, 2021.
4. The plan is offered to customers who have no past due balances with the Seller. Any services other than the product covered in this contract must be paid separately, by invoice. **No statement will be sent for accounts with credit balances.**
5. All deliveries of pre-buy product will be on automatic delivery, based on degree-days. Please note delivery schedules will not be adjusted to accommodate beginning and ending dates of this contract. Pre-buy customers may not be on a "will call" basis. Pre-buy deliveries begin once we have a signed contract and the contract is paid in full.
6. Pre-buy gallons expire at the end of the contract, May 31, 2021.
7. This agreement is subject to change in the event of any natural phenomena, disasters or acts of God beyond the Seller's control. Should such events cause the termination of this agreement; the balance of the Customer's account will be refunded after May 31, 2021.
8. Customers will be enrolled in the pre-buy plan upon receipt of a signed contract and payment in full. Pricing cannot be guaranteed until receipt of a signed contract and payment in full. Acceptance of pre-buy contracts will be until 8/31/2020 or when gallons are sold out, whichever comes first.
9. Unless Customer's payment status is C.O.D., automatic deliveries will continue after the pre-buy gallons have been delivered, unless you contact our office in writing.
10. In no event will Seller be liable for damages as a result of the failure to replenish the fuel supply at the premises and the customer agrees to hold the Seller harmless from such damages that may arise.
11. Fred's Energy will not be held responsible for normal and customary maintenance that must be done to Customer's driveway(s) and property. Fred's Energy assumes that the Customers who have requested deliveries, have taken all precautions necessary, and have provided a well-maintained driveway. Fred's energy has the right to refuse delivery if the fill pipe, LP domes and/or tanks are unsafe or inaccessible and will not be held responsible for any damages incurred due to inaccessibility.
12. Any gallons delivered over and above the original pre-buy gallons will be priced at the current market price the day of delivery.

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

Fred's Energy

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June 24, 2020

I/We have read and understand the above information and acknowledge that my/our signature is legal acceptance of the contract and all of its conditions. By signing this contract I/We are requesting Fred's Energy to secure the gallons listed below for the upcoming heating season ending 5/31/21].

Gene J. DeJ
ACCOUNT HOLDER SIGNATURE
Newport City

7/7/2020
DATE OF SIGNATURE

PREBUY CONTRACT Propane

Account Number: 1661

Amount of Gallons: 17,500

Price per Gallon \$1.35

Cost of Contract: \$23,625.00

PDLF (.01 per gallon) _____

Vermont Fuel Tax (.02 per gallon) _____

Account balance: _____

Total Due: \$23,625.00

Mailing Address: Municipal Building 222 Main St. Newport, VT 05855

Email Address: Rebecca@newport-vermont.org
laura.dolje@newport-vermont.org

Phone Number: (802) 334-5136

BELOW OFFICE USE ONLY

Date received: _____

Initials: _____ Check#: _____

Check Amount: _____

EFT /CC authorization form (circle one) Spreadsheet: _____

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June 24, 2020

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[Signature]
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Newport City

7/7/2020
DATE OF SIGNATURE

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