

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



City of Newport
222 Main Street
Newport, Vermont 05855
www.newportvermont.org

Newport City Council Meeting
Regular Meeting Agenda
Monday, December 19, 2022, beginning at 6:30 p.m.
Newport City Council Room

Google Meet joining info

Video call link: <https://meet.google.com/ktn-tbuj-bew>

Or dial: (US) +1 316-302-5895 PIN: 631 227 266#

City Council: Paul Monette, Mayor
John Wilson, Council President
Melissa Pettersson
Kevin Charboneau
Chris Vachon

Laura Dolgin, City Manager
James D. Johnson, City Clerk/Treasurer

1. Call the Regular Council Meeting to Order
2. Approve Minutes of December 5, 2022
3. Comments by Members of the Public
4. Newport City Downtown Development Presentation
5. Newport Ambulance Presentation
6. General Fund Budget Review by City Council: Possible VOTE
7. Fuel & Propane Pre-Buy Authorization, VOTE
8. Set 2023 Regular Meeting Dates, VOTE
9. New Business
10. Old Business
11. Set next meeting: Regularly Scheduled Council Meeting: January 9, 2023 @ 6:30pm
12. Adjourn

Non-confidential materials pertaining to this agenda are available for inspection at the City Clerk's office commencing at 9:00 a.m., the morning of the meeting.

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.

DRAFT

Council Minutes

December 5, 2022

A duly warned meeting of the Newport City Council was held on Monday, December 5, 2022 in the council room in the Newport Municipal Building. Present were Mayor Paul Monette, Council President John Wilson, Council Members Melissa Pettersson, Kevin Charboneau, and Chris Vachon, Laura Dolgin City Manager, James Johnson City Clerk/Treasurer, Police Chief Travis Bingham, Fire Chief John Harlamert, Public Works Dir. Tom Bernier, Recreation Dir. Michael Brown, City Assessor Rob Naramore, Zoning Administrator Frank Cheney, Asst. City Clerk/Treasurer Stacey Therrien, Program Administrator Rebecca Therrien, Steve Dalpe, and members of the Press and Public.

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

Mayor Monette stated that the agenda needed to be amended. To include executive sessions to discuss confidential Attorney-Client communications pursuant to 1 V.S.A. sec. 313(a)(1)(F) and to include an allegation of an Open Meeting Law violation pursuant to 1 V.S.A. sec 312(d)(3)(A).

Ms. Pettersson moved to add two items to the agenda. Seconded by Mr. Wilson, motion carried unanimously.

Executive Session for Attorney – Client Communications

Mr. Wilson moved that premature general public knowledge of the confidential attorney-client communications made for providing legal services to the City Council would place the City at a substantial disadvantage because disclosure of the otherwise confidential advice and communication could harm the city per 1 V.S.A. (a)(1)(F). Seconded by Ms. Pettersson, motion carried unanimously

Mr. Wilson moved to enter executive session to discuss attorney- client communications for the purpose of rendering professional legal services to the City Council pursuant to 1 V.S.A. sec. 313(a)(1)(F) and to invite the City Manager, City Attorney Dave Rugh and City Clerk into executive session. Seconded by Mr. Vachon, motion carried unanimously.

In open session Ms. Pettersson moved to end executive session at 7:04 PM. Seconded by Mr. Vachon, motion carried unanimously

Mayor Monette stated a letter was received on December 3, 2022 stating three allegations of Open Meeting Law violations

Mr. Wilson moved to find that there was no open meeting law violation at the 11/21/22 council meeting due to inadequate warning of presentation of budget and setting a schedule of review at the 11/21/22 council meeting. Seconded Mr. Vachon, motion carried unanimously

Ms. Petterson moved that there was no open meeting law violation at the 11/21/22 council meeting due to inadequate warning of presentation of Errors and Omissions Request in the grand list and listers cards. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved that there was no open meeting law violation at the 11/21/22 council meeting due to the Allegation that the City has violated the Open Meeting Law by not posting items and supporting materials related to the agenda – i.e., the council packet – in sufficient time for review by the public. Seconded by Mr. Vachon motion carried unanimously.

Approval of Minutes

Mr. Wilson moved to approve the minutes of November 21, 2022. Seconded by Mr. Charboneau.

Discussion, Ms. Bjurling asked that the minutes reflect that she had commented.

Mr. Charboneau withdrew the second to the motion, Mr. Wilson withdrew the motion.

Ms. Petterson moved to amend the minutes to reflect that Ms. Bjurling commented during public comment. Seconded by Mr. Wilson, motion carried unanimously.

Comments by the Public

Ms. Chiarello and Ms. Bjurling commented about General fund and the Sewer/Water Funds and if the public would be able to ask more questions on previously reviewed budgets

North Country Mountaineers Annual snowmobile MOU (attached)

Mr. Charboneau moved to approve the MOU between the City and North Country Mountaineer's Snowmobile Club. Seconded by Mr. Vachon, motion carried unanimously.

Dump Truck, Cab, and Chassis Bid (attached)

Ms. Petterson moved to accept the bids from Charlebois and Viking for the Cab & chassis, Dump Body, Plow, and Sander in an amount of \$185,310. Seconded by Mr. Wilson, motion carried unanimously.

Budget Review

The council reviewed the Police, Public Works, Fire Dept. Recreation and Other budget proposals

DRAFT

New Business

Ms. Petterson and Mr. Vachon complimented on the Recreation Dept festivities last weekend.

Old Business

None

Next Meeting Date

December 19, 2022, at 6:30 PM

Adjourn

Mr. Vachon moved to adjourn at 9:30 PM. Seconded by Ms. Petterson, motion carried unanimously.

Attested _____ This _____ Day of _____ 2022

Mayor _____

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

TO: Laura Dolgin/City Manager
 FROM: Thomas L. Bernier/P.W. Director *TLB*
 DATE: December 1, 2022
 RE: New 2023 Dump Truck Cab & Chassis & Dump Body, Plow, and Sander

The current budget allows us to replace a 2011 Freightliner M2-106 six-wheel dump truck. I sent out two separate bid requests at the same time for the cab and chassis and the body, plow, and sander. We received only one bid for the cab and chassis of the four sent out and two bids for the body, plow, and sander. This is the breakdown of the bids:

<u>Charlebois Inc.:</u> 2023 Freightliner M2 106 Cab & Chassis	\$112,510
Viking Cives: Dump Body, Plow, and Sander	\$72,800
H P Fairfield: Dump Body, Plow, and Sander	\$82,994

Everyone is dealing with the rising cost of materials and supply chain issues. It is apparent here with this truck cost increase and that only one could receive a cab and chassis next year. Our last truck ordered in 2020, a 2021 Freightliner M2 106 had a total cost of \$136,472.

I will certainly have to readjust our equipment capital plan in the coming years to account for the significant increase in equipment replacement cost.

I would like to request authorization to purchase a new 2023 Freightliner cab and chassis from Charlebois Inc. for \$112,510 and the body, plow, and sander from Viking Cives for \$72,800.



Viking-Cives of Vermont
74 Armand Lane

Willison, VT 05495
Phone: (802) 660-9991
Fax: (802) 660-9992

www.vikingcives.com

QUOTATION

Error! Reference
Quote ID: source not found.

Page 1 of 2

Customer: City of Newport
222 Main Street
Newport, VT 05855

Quote Number: Newport
Quote Date: 10/27/22
Quote valid until: 12/27/22

Contact: Thomas Bemier
Phone: 802-334-2124

Salesperson: Mike Murray

Part Number	Description	Quantity	Unit Price	Amount
	Power Hook Hitch	1		
	OW2654HS Slotted Compression Trip One Way Moldboard	1		
	Slotted Compression Trip Drive Frame	1		
	Standard Push Lug Swivel	1		
	Transmission Mounted Load Sense Pump w/Hot Shift PTO	1		
	Stainless Frame Mounted Oil Reservoir w/Enclosure	1		
	5 Section Load Sharing Implement/Spreader Valve in Enclosure	1		
	Pedestal Mount Air Actuated Implement Controls	1		
	Dual Function Electronic Spreader Control	1		
	Stainless Steel Hydraulic Piping to the Front and Rear	1		
	Duraclass SL316 10'x 24"x 34" Dump Body	1		
	1/4" AR400 Floor w/Mono Shell Understructure	1		
	3/16" AR400 Headboard and Sides w/Side Mount Flats	1		
	3/16" AR400 Air Release Tailgate w/Top Mount D-Ring	1		
	DA Under Body Hoist	1		
	1/2 Cab Shield	1		
	Body Mount Steps and Handles	1		
	Mount Customer Supplied Tool Bracket or Toolbox	1		
	Pintle Plate w/25 Ton Hook, Electrical Plug, and OEM Lights	1		
	Minimizer Poly Fenders and Front and Rear Mud Flaps	1		
	Shot Blasted and Epoxy Primed	1		
	Painted w/Blue Bed Liner and Undercoated	1		
	Stainless Single 9" Auger Under Tailgate Spreader	1		
	LED Cab and Heated Corner Post Mounted Strobes	1		
	LED Heated Stop/Tail/Turns, OEM's in Plate, LED Markers	1		
	LED Heated Plow Lights on Mirror Mounted Stainless Brackets	1		
	LED Heated Spot Lights	3		
	In Cab Controls Light	1		

Quote Total: \$72,800.00
Trade:
Total Due: \$72,800.00



NEW HAMPSHIRE
 554 Maple Street
 Hopkinton, NH 03229
 P: (603) 225-9576
 F: (603) 228-5246

Sales Quote

IMPORTANT: All invoices are due and payable in U.S. Dollars in Guadalupe County, Texas, or where indicated below. No goods to be returned without our written permission. Goods must be returned transportation charges pre-paid. A handling charge will be made on all returned goods. LATE CHARGE: A late charge of 1.5% of any past due balance of the dealers account as of the last day of the month will be billed as of the 15th day of the following month if payment has not been received by that date.

CUSTOMER NO	826959	TERRITORY	394	PAGE 1
ORDER DATE	10/31/2022	CUSTOMER PO	964917LYON	
QUOTE DATE	10/31/2022	SHIPPED VIA		
SALES ORDER	6736320 - SQ	FREIGHT TERMS	EXW- CUSTOMER FRT ACCOUNT	
		EX2	DIRECT BILL TRANSER AT ORIGIN	
PAYMENT TERMS	Net 30 Days from Invoice Date		CODE	002
DELIVERY INSTRUCTIONS:				
		REQUESTED SHIP DATE	10/31/2022	

SOLD TO:
 CITY OF NEWPORT CHP
 222 MAIN ST
 NEWPORT VT 05855-5000

SHIP TO:
 CITY OF NEWPORT CHT
 900 UNION ST
 NEWPORT VT 05855-5566

DESCRIPTION/REMARKS
SINGLE AXLE GEAR FOR 2023 FREIGHTLINER / INTERNATIONAL
EVEREST MS10HT2636-H3 - 10' HARDOX DUMP BODY 26" SIDE HEIGHT, 36" GATE HEIGHT, 24" CABGUARD, 1/4" AR450 FLOOR, 3/16" AR450 SIDES, HEADBOARD, CABGUARD & 6 PANEL TAILGATE, DOUBLE ACTING UNDERBODY HOIST, AIRGATE, (2) STEPS @ LEFT FRONT LOWER CORNER, SHOVEL HOLDER, REBAR /PIPE RAIL BOTH SIDES @ 8" ABOVE BODY FLOOR, 1/2" WELD ON D-RING OUTSIDE TOP EDGE OF TAILGATE, 3/4" PINTLE PLATE, DRINGS, 25 TON PINTLE HOOK, 7 FLAT TRAILER PLUG, REAR POLY FENDERS, FRONT & REAR MUDFLAPS W/ SET OF ANTI-SAIL BRACKETS
SALTDogg 92452SSA HEAVY DUTY 9 INCH AUGER UNDER TAILGATE STAINLESS STEEL SPREADER 8' WIDTH, 15" SIDES, 18" LENGTH, 31.25" HEIGHT, DUAL MOTOR, POLYURETHANE SPINNER 18" IN DIAMETER, TOP SCREEN
EVEREST PT-QC-M HITCH COMPLETE WITH QC ATTACH
EVEREST OWSK9-CT - 11' STEEL ONE-WAY PLOW W/ OSCILLATOR BAR, ROLLER WHEEL, RUBBER DEFLECTOR, PUSHFRAME SHOES, STEEL BLADE KIT W/ NOSE & SHOES. 9' CLEARED PATH, PAINTED ORANGE
CENTRAL HYDRAULICS INCLUDE HOT SHIFT PTO & LOADSENSING PUMP, VALVES, AIR OPERATED CONTROLS, STAINLESS STEEL HYDRAULIC TANK, SITE GAUGE, RETURN FILTER, MUNCIE ELECTRIC SPREADER CONTROL, STAINLESS STEEL LINES LED LIGHT PACKAGE INCLUDES, HEATED LED FRONT PLOW LIGHTS MOUNTED TO HOOD, CAB MOUNTED STROBE, (2) SELF CONTAINED LEDS IN BODY REAR POST, HEATED LED STOP/TURN/TAIL & BACK UP LIGHTS IN ADDITION TO OEM LIGHTS, WING & SPREADER LIGHTS, BODY UP INDICATOR, (3) HEATED 4" WORK LIGHTS, BACK UP ALARM
INSTALLED - BODY PAINTED TO MATCH CHASSIS (L0328EB DK CONCORD BLUE MET ELITE BC), WOOLWAX UNDERCOATING QUOTE VALID FOR 30 DAYS **A CANCELLATION OF A SIGNED QUOTE WILL BE SUBJECT TO A 10% RESTOCKING FEE**
SIGNATURE _____
PRINT _____ DATE _____
CASEY LYON - 802-999-8034 - CaseyLyon@HPFairfield.com

ITEM NUMBER	BRANCH	DESCRIPTION	PICK SLIP#/ LOT/SERIAL	QUANTITY SHIPPED	LIST PRICE	DISC%	EXTENDED AMOUNT
7HDHPF	9958	SINGLE AXLE GEAR		1	82,994.00	0	82,994.00

R E M A R K S	NET DUE	CASH DISC.	IF PAID BY	SUB-TOTAL	82,994.00
	82,994.00	0.00	11/30/2022	FREIGHT & HANDLING	0.00
				SALES TAX	0.00
				TOTAL(USD)	82,994.00
				PREPAID AMOUNT	

IMPORTANT: Alamo Group or affiliates (Alamo Group) shall not be liable to any person for any claim for injuries or damages which claim for injuries or damages arises out of or which results from the repair of this product by a person or firm other than Alamo Group. Repair parts are intended for use only on equipment manufactured or sold by Alamo Group. Our general conditions of purchase are available at this address: <https://www.alamo-group.com/terms>

Prepared for:
Thomas Bernier
NEWPORT CITY OF
222 MAIN
ST

NEWPORT, VT 05855
Phone: 802-334-
2124

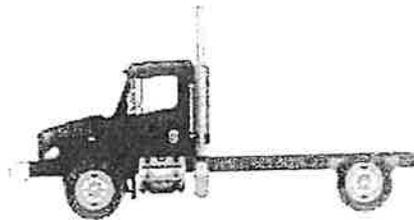
Prepared by:
Sandy Ladd
R.R. CHARLEBOIS, INC.
950 ROUTE 7 SOUTH
MILTON, VT 05468
Phone: 802-655-5040

A proposal for
NEWPORT CITY OF

Prepared by
R.R. CHARLEBOIS, INC.
Sandy Ladd

Oct 05, 2022

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.7.603
Data Version PRL-27M.014
CITY OF NEWPORT M2 106+ 4X2
2024



10/05/2022 5:05 PM

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Freightliner reserves the right to change specifications, prices, and weights, without notice.

Explanation Of Landowner Rights and Protections

1. Landowner liability limited. The liability of landowners for personal injury or property damage sustained by snowmobile operators and their passengers is limited by statute. Specifically, 23 V.S.A. §3206 (d) provides as follows:

Landowner liability limited. No public or private landowner or their agents shall be liable for any property damage or personal injury sustained by any person operating or riding as a passenger on a snowmobile, or upon a vehicle or other device drawn by a snowmobile upon the public or private landowner's property, whether or not the public or private landowner has given permission to use the land, unless the public or private landowner charges a cash fee to the operator or owner of the snowmobile for the use of the property, or unless said damage or injury is intentionally inflicted by the landowner.

2. VAST will defend Landowners. In consideration for Landowner's granting VAST permission to locate and maintain one or more snowmobile trails and/or associated facilities upon Landowner's property and to permit snowmobiling thereupon, VAST agrees that if a claim is made or a legal action is brought against the Landowner for personal injury or property damage (or both) arising out of a snowmobiling accident occurring while using the VAST trail(s) located on Landowner's property, VAST will defend Landowner against the claim or legal action unless the claim arises in primary part from damages or injuries intentionally inflicted by Landowner. This obligation to defend and indemnify is null and void if the Landowner charges a fee to snowmobilers for the use of any portion of their property.

3. Trails liability insurance. VAST, the county snowmobile clubs, and all local snowmobile clubs affiliated with a county snowmobile club and VAST, are insured under a policy of insurance with a policy limit of at least One Million Dollars (\$1,000,000) covering, among other things, trail construction and maintenance and grooming operations. A copy of the policy is available upon request from VAST, whose address and telephone number are provided on the reverse side of this document.

4. Permitting. VAST will obtain all necessary permits for the construction and maintenance of the trail. VAST will indemnify and hold the Landowner harmless from any enforcement action that alleges that a required permit was not timely obtained. VAST will provide the landowner with a copy of all permits obtained for work on their land.

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement ("the agreement") made as of, January 1, 2023 ("the effective date") between the Newport Ambulance Service, Inc. ("NAS"), a not-for-profit corporation, with a principal office at 830 Union Street, Newport, Vermont, and the City of Newport Vermont ("City") being the parties to this agreement.

WHEREAS, the City wishes to contract with NAS to provide ambulance services to the benefit of the City, and its citizens and visitors, pursuant to the terms of this agreement: and,

WHEREAS, NAS, operates a division of NAS covering the city, out of 830 Union Street, Newport Vermont 05855 whose purpose is to provide ambulance services and NAS desires to provide said services to the Town on a contractual basis. For the purpose of this contract the term division here in after used shall mean the Division of NAS covering the City

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

1. Nature of Services.

1.1 NAS shall provide 24-hour, seven days per week, 365 days per year emergency ambulance transport from a fully staffed facility for immediate response, to the citizens and visitors of the City and shall allocate its resources so that one ambulance and crew is available for or, if not available, involved in NAS Division emergency transport or emergency mutual aid. NAS shall also provide non-emergency medical transport to City citizens and visitors. It is understood that the demand for ambulance services is unpredictable, and, in addition to resources provided under this agreement, NAS resources as well as other licensed ambulance services may be required from time to time to provide services to the City.

1.2 In the performance of its obligations hereunder, services rendered shall be at the EMT level or higher, as defined by the State of Vermont Department of Health. NAS agrees that the NAS Division shall be conducted in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. NAS assumes full responsibility for the payment of all contributions, payroll taxes or assessments, state or federal, as to all employees engaged in the operation of the NAS Division, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any state or federal laws on this subject.

2. Organization and Oversight.

- 2.1 Except as relative to the nature of services, equipment, personnel, and the financial arrangement between the NAS Division and the City more particularly set out in this agreement, amendments to the NAS by-laws shall have full force and effect upon the NAS Division without further amendment to this agreement. To the extent the provisions of this agreement vary from the terms of the NAS Bylaws, with regard to nature of services, equipment, personnel, and the financial arrangement between NAS and the City more particularly set out in this agreement, this agreement shall control.
- 2.2 One member of the NAS Board of Directors shall be a resident of the City and shall be elected by the NAS Board of Directors pursuant to the bylaws so that the City is represented.

3. Equipment.

- 3.1 All equipment shall be maintained as required by the State of Vermont Department of Health for the purposes of licensure. NAS shall provide copies of said license to the City when requested.

4. Personnel.

- 4.1 Ambulances shall be staffed by personnel certified by the State of Vermont Department of Health at the level and in the quantities required by the State to operate ambulances at the EMT or higher level. Copies of certification documentation shall be provided to the City by NAS upon request.
- 4.2 NAS shall be solely responsible for the management of the service and its personnel, and shall have sole control of the method and means by which they perform their duties.
- 4.3 Nothing in this agreement shall create an employer-employee relationship between NAS personnel and the City. NAS shall provide Worker's Compensation insurance for its personnel in amounts and coverage as required by the State of Vermont.

5. Insurance and Indemnity.

- 5.1 NAS shall provide the City with a certificate of insurance naming the City as additional insured for the purposes of any claims that may arise as a result of any action or conduct by NAS or its agents in the operation of the NAS Division pursuant to this agreement.
- 5.2 NAS shall carry comprehensive general and automobile liability insurance, as required by this paragraph, and shall be written for not less than the limits of liability as follows:

Comprehensive General Liability

Bodily Injury: \$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

Property Damage: \$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

Automobile Liability

Bodily Injury: \$1,000,000.00 combined single limit

Property Damage: \$1,000,000.00 combined single limit

6.1 Financial and Other Records.

- 6.1 It is the intent of the parties that the NAS Division be operated as a separate financial entity within NAS, with the net income generated by the NAS Division being dedicated to the growth of the NAS Division.
- 6.2 NAS shall keep accurate financial records for the NAS Division, which shall be made available to the City upon prior, reasonable notice, at any time during normal business hours.
- 6.3 Failure to keep materially accurate financial records for the NAS Division, or to make them available to the City in the fashion described above, shall be a default of this agreement. The City shall notify NAS in writing if it believes the records are materially inaccurate. NAS shall have 30 days to remedy the default.
- 6.4 To the extent that records contain protected health information, disclosure of said information shall be governed by the Health Insurance Portability and Accountability Act (HIPAA).
- 6.5 NAS shall endeavor to secure funds such as grants, subscriptions, training contracts and transport contracts within Vermont Ambulance District 2 using NAS Division resources. Said funds shall be used to sustain growth for the NAS

Division. City may, from time to time request documentation of such efforts.

7. Exclusivity.

7.1 The City shall not contract with another ambulance service provider during the contract period. It is understood that mutual aid services from other licensed ambulance services may be required from time to time.

8. Sub-Contracting.

8.1 NAS shall not sub-contract any of its obligations under this agreement; nor shall the benefits of this agreement to NAS be assignable. This provision shall not prohibit the use of other licensed services for the purposes of mutual aid during times of unusually high demands for services.

9. Funding and Option to Renew.

9.1 NAS is a not for profit corporation. It shall endeavor to operate in a fashion designed to minimize the costs to the City.

9.2 In addition to other sources, NAS shall derive revenues by billing service recipients or their insurers at rates established by NAS.

9.3 For the contract year, January 1, 2023, to December 31, 2023, the City shall pay \$204,583 which amount will be payable by City in one lump payment due July 15th. (\$163,364 for town contract and \$41,219 for dispatching fees) NAS will invoice the City of Newport

9.4 If this contract is renewed, the contract amount for each subsequent year shall be at amounts mutually agreed upon by NAS and the City Council.

10. Default.

10.1 If the City shall default in the payment of sums due hereunder, when due, and shall fail to cure such default within 30 days after receipt of written notice, then the City shall be deemed to have breached this agreement and NAS, at its option, may terminate this agreement by written notice to the City. If no cure is made, NAS shall continue to provide services to the City for no less than an additional 30 days, for so long as a pro-rata amount is received for both periods. In lieu of payment for said period, the parties may agree to alternative forms of guarantee payment to NAS for services during the period of service under default.

- 10.2 If either party shall fail to comply with the terms of this agreement, and shall fail to cure such non-compliance within 30 days after receipt of written notice, then that party shall be deemed to have breached this agreement and the other party, at their option, may terminate this agreement by written notice to the defaulting party.
- 10.3 Should NAS terminate this agreement due to breach by the City, NAS shall be entitled to sums due as of the date of breach, pro-rated on a monthly basis.
- 10.4 Should either party be unwilling or unable to further this contract for the same or similar services as described herein, all vehicles, equipment or property for which there is no outstanding indebtedness and that was purchased with NAS Division funds shall be conveyed exclusively to the City for no consideration.
- 10.5 Should either party be unwilling or unable to further this contract for the same or similar services as described herein, the City shall have the option to pay any outstanding indebtedness on any vehicles, equipment or property purchased with NAS Division funds, and said items shall be then conveyed exclusively to the City.
- 10.6 The parties mutually agree that for the purposes of this contract, the building and improvements located on NAS-owned land and commonly known as 830 Union Street, Newport, Vermont shall be deemed to be property acquired with NAS Division funds. Similarly, the ambulances and emergency service equipment currently owned by NAS that is used in providing ambulance services to the NAS Division shall be deemed to be property acquired with NAS division funds.

11. Term.

- 11.1 The term of this agreement shall be from January 1, 2022, to December 31, 2022.

12. Amendment.

- 12.1 This agreement shall not be amended except by written agreement of the parties.

13. Notices.

If to NAS:

Jeffrey J. Johansen
Executive Director
Newport Ambulance Service, Inc.
P.O. Box 911

Newport, VT 05855

If to City:

Laura Dolgin City
Manager City of
Newport 222 Main
Street
Newport, VT 05855

14. General Provisions.

- 14.1 In case any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable this Agreement shall not be deemed to be invalid. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and there shall be deemed substituted such other provisions as will most nearly accomplish the intent of the Parties to the extent permitted by applicable law.
- 14.2 Nothing in this agreement is intended to or shall be construed to confer upon or give to any person, firm or other entity, other than the Parties hereto and their respective successors and assigns any rights or remedies by reason of this agreement.
- 14.3 This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 14.4 This agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties.
- 14.5 In the event that any dispute arises under this agreement, or any modification, rider or attachment thereto, such dispute shall be governed by, construed and enforced in accordance with the laws of the State of Vermont.
- 14.6 This agreement, together with any written agreements that shall have been executed simultaneously or attached to it, as the case may be, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this agreement. All prior understandings, terms or conditions are deemed merged in this agreement.

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

Scott Purwood vice chair,
NEWPORT AMBULANCE SERVICES, INC.

Date: 12-6-22

_____,
CITY OF NEWPORT, VERMONT

Date: _____

2023 Proposed Regular City Council Meeting Schedule

January 9, 2023

January 23, 2023

February 6, 2023

February 27, 2023

March 6, 2023 Regular & Informational Meeting about the Annual Meeting

March 7, 2023 Annual Meeting @ 8:00 pm to bring up any other business from the Annual Meeting

March 20, 2023

April 3, 2023

April 17, 2023

May 1, 2023

May 15, 2023

June 5, 2023

June 26, 2023

July 10, 2023

July 24, 2023

August 7, 2023

August 21, 2023

September 11, 2023

September 18, 2023

October 2, 2023

October 16, 2023

November 6, 2023

November 20, 2023

December 4, 2023

December 18, 2023



Laura Dolgin <laura.dolgin@newportvermont.org>

fuel bids

1 message

Dennis Percy <fphinc@comcast.net>
To: laura.dolgin@newportvermont.org

Tue, Dec 6, 2022 at 4:27 PM

Laura I haven't contacted you because the fuel market has been so volatile since this summer. You have contacted me at probably its lowest point in the last two months. The fixed prepay for number two fuel oil is \$3.679 today . The fixed propane price for propane today is \$2.10. I cannot hold these prices for any length of time as for example we have had a swing of .40 in one day. You can call me the day of your meeting and I will update the price if there is any change. Thank you for the opportunity to bid your fuel needs.

Dennis Percy

General Manager



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WATER HEATERS & SOFTENERS | CUSTOM DESIGN KITCHEN & BATH REMODELS | 24/7 EMERGENCY SERVICE



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Derby, VT: 802.766.4949 | Morrisville, VT: 802.888.3827 | Lyndonville, VT: 802.626.4588

To: City Council
cc Jim Johnson, City Clerk & Treasurer
From: Laura Dolgin, City Manager
Date: December 19, 2022

Re: Annual Fuel Pre-Buy for 22-23 winter season

The annual fuel pre buy numbers have been provided by Fred's Energy as follows:

Fuel\$3.679 per gallon, and
Propane..... \$2.10 per gallon

We typically purchase 24,000 gallons of fuel and 16,000 gallons of propane each year.

Fuel: 24000 gallons x \$3.678 = \$88,296.00
Propane: 16000 gallons x \$2.10 = \$33,600.00

Previous years prices have been:

Fuel.....\$2.499 for 19-20 fuel season
\$1.599 for 20-21 fuel season
\$2.499 for 21-22 fuel season

Propane.....\$1.45 for 19-20 fuel season
\$1.35 for 20-21 fuel season
\$1.75 for 21-22 fuel season

Should the council see fit, a motion to approve these rates and authorize the City Manager to sign the pre-buy contracts will be necessary.

Thank you.

City of Newport									
Sewer & Water Budgets									
		FY 12-13	FY20-21	FY21-22	FY21-22	FY22-23	FY23-24	PERCENT	
GL ACCT CODE	ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	BUDGET	CHANGE	
SEWER INCOME									
SEWER USER FEES	8-00-26.40	957,872.63	1,082,744.39	1,516,211.00	1,085,323.12	1,446,079.00	1,511,271.00	4.51%	
DERBY SHARE	8-00-26.41	81,830.30	40,232.34	100,000.00	83,706.85	92,000.00	95,000.00	3.26%	
LABOR & MATERIAL	8-00-26.42	1,340.15	-791.97	1,000.00	0.00	1,000.00	0.00	-100.00%	
SEWER ALLOCATION FEES	8-00-26.43	2,667.00	125.20	500.00	477.40	500.00	450.00	-10.00%	
REIMBURSE/MISC.	8-00-26.44	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
DISCHARGE FEES	8-00-26.45	153,793.05	181,972.64	150,000.00	193,604.86	170,000.00	185,000.00	8.82%	
LEACHATE	8-00-26.48	177,884.40	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
OTHER INCOME	8-00-26.49	19.99	1,000.00	0.00	0.00	0.00	0.00	#DIV/0!	
CHANGE IN UNBILLED REVENUE	8-00-26.50		5,755.00	0.00	-20,777.00	0.00	0.00	#DIV/0!	
SALE OF ASSET GAIN/LOSS	8-00-26.55		0.00	0.00	0.00	0.00	0.00	#DIV/0!	
INTEREST INCOME	8-00-26.70	8,372.05	9,621.17	10,000.00	6,507.32	10,000.00	6,500.00	-35.00%	
INSURANCE REIMBURSEMENT	8-00-29.80	0.00	0.00	0.00	132,860.00	0.00	0.00	#DIV/0!	
SINKING FUND INTEREST	8-00-29.75	284.73	84.98	160.00	58.72	160.00	50.00	-68.75%	
TOTAL SEWER INCOME		1,439,689.04	1,320,743.75	1,777,871.00	1,481,761.27	1,719,739.00	1,798,271.00	4.57%	
WATER INCOME									
WATER RENTS	9-00-26.50	754,403.49	815,397.61	928,169.00	798,352.50	969,593.00	1,009,483.00	4.11%	
WATER ALLOCATION FEES	9-00-04.20	240.00	150.00	250.00	270.00	250.00	250.00	0.00%	
LABOR & MATERIALS	9-00-26.51	21,082.22	9,569.16	1,000.00	11,182.03	1,000.00	1,000.00	0.00%	
CHANGE IN UNBILLED REVENUE	9-00-26.52		3,636.00	0.00	-22,550.00	0.00	0.00	#DIV/0!	
SALE OF ASSET GAIN/LOSS	9-00-26.55		655.17	0.00	0.00	0.00	0.00	#DIV/0!	
INTEREST INCOME	9-00-26.60	7,311.45	7,099.61	8,200.00	4,735.00	7,200.00	4,700.00	-34.72%	
MISC INCOME	9-00-26.97	760.91	200.00	0.00	0.00	0.00	0.00	#DIV/0!	
USDA EQUIPMENT GRANT	9-00-26.32		0.00	0.00	0.00	0.00	0.00	#DIV/0!	
WATER TOWER FUND INTEREST	9-00-26.80	200.71	188.53	225.00	160.90	225.00	150.00	-33.33%	
ARPA FUND INTEREST	9-00-26.88		0.00	0.00	757.38	0.00	0.00	#DIV/0!	
WTF REPLACEMENT INTEREST	9-00-26.98		167.78	300.00	122.65	300.00	120.00	-60.00%	
TOTAL WATER INCOME		806,530.48	837,063.86	938,144.00	793,030.46	978,568.00	1,015,703.00	3.79%	
TOTAL SEWER/WATER INCOME		2,246,219.52	2,157,807.61	2,716,015.00	2,274,791.73	2,698,307.01	2,813,974.00	4.29%	

