

## **Council Minutes**

**February 3, 2025**

A duly warned meeting of the Newport City Council was held on Monday, February 3, 2025 in the council room in the Newport Municipal Building. Present were Mayor Linda Sullivan, Council President Chris Vachon, council members Clark Curtis, Rick Ufford-Chase, City Clerk/treasurer James D. Johnson, PW Director Tom Bernier, City Attorney David Rugh, City School Principal Aaron Larson, Andrew Touchette and members of the Press and Public

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

### **Additions/Deletions to the Agenda**

Mayor Sullivan added the correction of language in article 6 of the Annual Warning under the Consent Agenda.

### **Consent Agenda**

Mr. Vachon moved to remove the words (to NEWS of Vermont, Casella) from article 6 in the 2025 Annual Warning and authorize the warning to be reissued. Seconded by Mr. Curtis, motion carried.

Mr. Vachon moved to approve the consent agenda. Seconded by Mr. Ufford-Chase, motion carried.

### **Newport City Elementary Budget Presentation**

Principal Aaron Larson gave a school update and budget presentation.

### **School and City Lease (attached)**

Attorney David Rugh explained the lease agreement with Newport city Schools. Stating the City owns the school property, the lease is needed for insurance purposes. Mr. Vachon moved to approve the lease agreement with Newport City School and authorized the mayor to sign the agreement. Seconded by Mr. Ufford-Chase, motion carried.

### **Ethics Commission Liaison Appointment**

Mr. Vachon moved to appoint Police chief Travis Bingham Ethics Committee Liaison. Seconded by Mr. Curtis, motion carried.

### **Ethics Complaint Recipient Appointment**

Mr. Vachon moved to appoint City Clerk/Treasurer James Johnson Ethics Complaint recipient. Seconded by Mr. Curtis, motion carried.

### **Enforcement of the Municipal Ethics Code**

Mr. Vachon moved to have the City Attorney put together an Ethics ordinance and other policies as needed. Seconded by Mr. Ufford-Chase, motion carried.

### **Union employee Matter 1 V.S.A. 313(a)(1)(F)**

Mr. Vachon moved that premature general public knowledge of the City's attorney client communications would clearly place the council at a substantial disadvantage by disclosing the City's privileged attorney client communications and potentially waiving said privilege. Seconded by Mr. Curtis, motion carried.

Mr. Vachon moved to enter executive session to discuss a Union Employee matter 1V.S.A. 313(a)(1)(F). Seconded by Mr. Curtis, motion carried.

No action.

### **Water and Sewer Budget Discussion**

Mr. Ufford-Chase explained the reduction in the Water/Sewer budget.

### **Comments by the Public**

Jennifer Hopkins commented on the Personnel Policy and a request to make copies of the water/sewer budget available to the public.

Jennifer Bjurling commented on the audit, W/S deficit and the ownership of the Elementary School.

Anne Chiarello commented on W/S income vs Expenses, Vactor fund, discharge fees and water meters.

Laurie Grimm

### **New Business**

Mr. Curtis stated he had a call about a mail box being hit 3 times. Mayor Sullivan stated she had brought this to the attention of the PW Director.

Mr. Curtis talked about conflicts of Interest. He personally feels that Mr. Ufford-Chase has a conflict because of his association with NCDD.

### **Old Business**

Mayor Sullivan noted the rumors about city operations, She stated nobody is at the recycling center is being fired.

Mayor noted the fear factor about the safety of the public. Mayor Sullivan stated that the public is safe and that the Police department is doing everything they can to keep the public safe.

### **Next Meeting Date**

Mr. Vachon moved to set February 17, 2025 as the next meeting date. Seconded by Mr. Curtis, motion carried.

### **Adjournment**

Mr. Curtis moved to adjourn. Seconded by Mr. Vachon, motion carried.

Attested \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ 2025

\_\_\_\_\_  
Mayor

## LEASE

THIS LEASE AGREEMENT (the "Lease") entered into this 3rd day of February, 2025 ("Commencement Date") by and between the City of Newport, a municipality located within the State of Vermont ("Lessor") and the City of Newport School District, a Vermont school district located in the City of Newport, Vermont, its successors and assigns ("Lessee").

Lessor, in consideration of the rent to be paid and the covenants and agreements to be performed by Lessee as hereinafter set forth, including but not limited to the benefits and opportunities resulting from utilizing the Premises to educate Newport students and pursuant to the authority provided under Vermont law and Title 16, Section 562(7) and Section 563(3) of the Vermont Statutes Annotated, Lessor does hereby LEASE, DEMISE AND LET the following described premises ("Premises") located at 166 Sias Avenue, Newport, VT and being more particularly described on Exhibit A attached hereto and made a part hereof, together with all buildings, structures and other improvements whether now existing or hereafter erected on the Premises, together with all easements and other appurtenances thereto, subject to the CONDITIONS hereinafter recited. Lessee accepts the Premises in its AS IS WHERE IS condition.

1. Term. The term of the Lease shall be for one year from January 1, 2025, notwithstanding the Commencement Date, and said term shall be automatically renewed from year to year (the first renewal date being January 1, 2026, and thereafter each January 1 referred to as the "Renewal Term"), unless terminated in writing by both parties (the first year and any Renewal Terms constituting the "Lease Term").
2. Rental Fee. Except as otherwise provided in this Lease, Rent shall be in the annual amount of One Dollar (\$1.00) ("Rental Fee") payable in advance for each year during the Lease Term.
3. Other Expenses, Maintenance and Repair, Lessee's Obligations. Lessee shall pay each and every expense associated with the use, occupancy and tenancy of the Premises during the Lease Term. Lessee shall be solely responsible, without limitation, for all costs of maintenance and repair and operational costs, required at the Premises. It is the intention that there be no cost of any nature incurred by or otherwise assessed or attributed to Lessor during the Lease Term, and Lessee agrees to indemnify and hold Lessor harmless from any such costs, claims, liabilities or damages (all such expenses, costs and obligations referred to collectively as "Obligations").
4. Use. Lessee shall use and occupy the Premises for the sole purpose of providing classroom instruction of students residing in the City of Newport, together with other students if approved by Lessee, in accordance with past custom during Lessee's prior operations on the Premises. Notwithstanding the above, municipal use of the Premises, in accordance with past custom during Lessee's prior operations on the Premises, is also allowed.
5. Reserved.

6. Insurance. Lessee shall keep the Premises insured for casualty, liability, all risk, and workers' compensation (as applicable) as currently insured, and adjusted annually for proportional value to current amounts. Lessor shall be named as Additional Insured. The insurance shall not terminate without 30 days written notice to Lessor and no contribution for covered claims shall be required of Lessor. Notwithstanding the above, Lessor does not waive any or all privileges it enjoys under sovereign immunity, so-called.
7. Assignment and Subletting. Encumbrances. Lessee shall not assign this Lease or sublet all or any part of the Premises, or allow any liens, easements, covenants or encumbrances on the Premises, without the prior written consent of the Lessor at Lessor's sole discretion.
8. Hazardous Materials. Lessee shall not cause or allow any Hazardous Material, as the same is defined by federal or Vermont law, to be present or released on the Premises or migrate to other properties and Lessee shall be fully responsible for same and indemnify and hold Lessor harmless from any such claims, penalties, liabilities, damages, awards, expenses, including but not limited to reasonable attorneys fees incurred by or assess to Lessor.
9. Default and Possession. In the event that Lessee, its successor, substituted entity or body politic shall fail to pay said rent and expenses, as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of the Lease, including but not limited to if the Premises cease to be used by the Lessee, its successor, substituted entity or body politic for classroom instruction of City of Newport resident students, for a period of more than thirty (30) days, after receiving notice of said default, then the parties hereto expressly agree that the Lessor may declare the Lease terminated and may immediately reenter said Premises and take possession of the same and the Premises shall revert back to Lessor free and clear of any interest of the Lessee. Upon default, Lessor shall have all rights and privileges allowed under law or equity. It is understood that the Lessor may sue the Lessee, its successor, substituted entity or body politic for any damages or past rents due and owing, unpaid expenses and may undertake any and all additional legal and equitable remedies then available. This remedy is reasonable and reflects the adverse economic impact to the Lessor resulting from the Premises no longer being used for the classroom instruction of City of Newport resident students. Adverse economic impacts to the Lessor include, but are not limited to, impacts to housing prices and related reduction of the tax base, economic vitality of the City of Newport and safety and convenience of children and persons who reside in the City of Newport.
10. Severability. If any provisions of this Lease or the application thereof to any person or circumstance, shall to any extent, be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by Law.

11. Interpretation. This Lease shall not be construed in favor or against either party, but shall be construed as if all parties prepared this Lease.
12. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Vermont. The parties further agree that any action or proceeding arising out of this Lease shall be submitted to and brought exclusively before the appropriate state or federal courts of the State of Vermont.
13. Memorandum of Lease. The parties may execute a Memorandum of Lease acceptable for filing or recording in the City of Newport Land Records.
14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee. No breach or covenant or condition of the Lease shall be deemed to have been waived by Lessor unless such a waiver be in writing signed by Lessor.
15. Binding Effect. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and, to the extent assignment is permitted hereunder, their respective assigns.
16. Notices. Any notices required or permitted to be delivered hereunder shall be deemed to have been delivered three (3) days after the same has been deposited in the United States mail, postage prepaid and registered or certified return receipt requested, or by proof of actual receipt by the respective party to the addresses shown below:

If to Lessor: City of Newport  
ATTN: City Manager  
222 Main Street  
Newport, VT 05855

with a copy to the City Council at the address above.

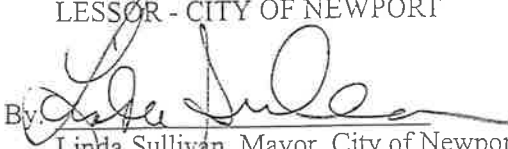
If to Lessee: Newport City School District  
c/o North Country Supervisory Union  
ATTN: Superintendent  
121 Duchess Ave. Suite A  
Newport, VT 05855

17. Representation. Each party represents they have, or believe so in good faith, the authority to enter into this Lease.

18. Entire Agreement. This Lease sets forth the entire agreement between the parties and no amendment or modification of this Lease shall be binding or valid unless expressed in writing and execute by all parties hereto.


In witness hereof, the City of Newport executes this instrument this 3 day of February, 2025.

LESSOR - CITY OF NEWPORT

By:   
Linda Sullivan, Mayor, City of Newport  
Duly Authorized

STATE OF VERMONT )  
COUNTY OF ORLEANS ) SS

At Newport, before me this 3<sup>rd</sup> day of February, 2025, personally appeared Linda Sullivan, Mayor and duly authorized agent of the City of Newport, and she executed this instrument as her free act and deed and the free act and deed of the City of Newport.

  
Notary Public  
Commission No.: 157,0001816  
My Commission Expires: 1/31/27

In witness hereof, the Newport City School District executes this instrument this 3<sup>rd</sup> day of February, 2025.

LESSEE - NEWPORT CITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Carrie Ann Roberge, Chair, Board of Trustees  
Duly Authorized

STATE OF VERMONT )  
COUNTY OF ORLEANS ) SS

At Newport, before me this \_\_\_\_\_ day of February, 2025, personally appeared Carrie Ann Roberge, Chair of the Board of Trustees and duly authorized agent of the Newport City School District, and she executed this instrument as her free act and deed and the free act and deed of the Newport City School District.

\_\_\_\_\_  
Notary Public  
Commission No.:  
My Commission Expires: 1/31/27

### Exhibit A

Being the Newport City Elementary School, 166 Sias Avenue in said City of Newport, and being also a parcel of land comprised of +/-7.668 acres with buildings and improvements thereon and rights appurtenant thereto as depicted on a plan of land entitled "Plan of Land Located in Newport City, Vermont, Being the Hillside School Property," prepared by Norman A. Blais, dated November 27, 1979, and recorded in Map Slide 4 (Map Book 4, Page 8) of the City of Newport Land Records.

Said Newport City Elementary School property is comprised of the original "Derby Hill School Lot" and the parcels of land conveyed to said City of Newport and its School District by the following instruments: Warranty Deed of Theron L. Meader and Marjorie L. Meader dated May 8, 1961, and recorded at Book 33, Page 190; Warranty Deed of Saul Sockol and Sally Sockol dated June 9, 1961, and recorded at Book 33, Pages 192-193; Administrator's Deed of Rudolf J. Bigelow and Bernard E. Savage, Co-Executors of the Goods, Chattels and Estate of Lucretia H. Savage, dated June 28, 1961, and recorded at Book 33, Pages 194-196; Warranty Deed of Saul Sockol and Sally Sockol, dated June 9, 1978, and recorded at Book 65, Page 346, all of the City of Newport Land Records.

Reference is hereby made to the above-referenced deeds and plans, the records therein, and the records therein referred to, all in further aid of this description.