

Waterford Selectmen's Meeting

Monday, August 14, 2017

Town Clerk's Office

Attendees:

Selectmen: Gary Allard, Fred Saar, Brent Beck

Road Foreman: Lisle Houghton

Town Clerk: Jessy Pelow

Treasurer: Joanne Jurentkuff

Assistant Clerk: Steve Eddy

Citizens: Kevin Gillander, Howard Remick, Marcia Martel, Michael Keach, Cindy Cady, Candace Dane, Michael Wright, Larry McEnany

Opening: Gary opened the Selectmen's meeting at 7:30 p.m. Fred made the motion to approve the minutes for July 10th & 24th. Brent seconded the motion. All approved. The Selectmen signed the minutes and orders. Budget report was presented to date.

Modification of Agenda: Jessy moved the Animal Control Officer Update to the top of the agenda.

Animal Control Officer Update: Cindy Cady and Candace Dane attended the meeting to discuss with the Selectboard some animal control officer specifics. Cindy explained that it is a total of 32 miles for them to make a trip to Waterford. She also noted that there was miscommunication with how billing works. The Selectboard suggested to Cindy and Candace that the time that they spend on the phone with animal control for Waterford should be time that is billed, as well as collecting fees at the time they are with owners if they can. If not, the town will bill the owner. Cindy and Candace also noted that their call fee is going to increase from \$10 to \$15. The Selectboard saw no problem with this. After discussing, Cindy and Candace agreed to continue being the Animal Control Officers for the Town of Waterford.

Citizens Concerns: Paul Bellefeuille, whose property is 2229 Vt Rte 18, submitted a letter to the Selectboard in regards to recent excessive noise that occurred. He suggested to the Selectboard a possible noise ordinance that references firearms. Fred will look into this suggestion and report back at the September meeting.

Town Board Representative: CALEX: Calex presented to the Selectboard their proposed change from appropriation to contract. No decision was made at this time. See attached.

Listers: The Listers presented the following changes to be made to the Grand list, parcel # 933.1 is now Pottle, Donald & Holly is a new parcel consisting of 5.55 acres of land on Daniels Farm Road. Parcel 933 was sub-divided making this a separate parcel. Parcel # 933.1 valued at \$31,500 is added to the Grand List.

Parcel numbers #671 and #278 were meant to be made inactive last year, but got over looked. They will be made inactive because they became contiguous with parcel # 552. Parcel #671 was valued at \$20,700 & parcel #278 was valued at \$27,600. Both will be removed from the Grand List.

The Selectmen accepted the changes to the Grand List presented by the Listers.

Wheel Loader Replacement: Fred reviewed the response to the Request for Proposal for a new wheel loader and discussed the analysis of the responses received from the three vendors. The Selectboard discussed the RFP process and the analysis.

Fred made a motion to acquire a John Deere 544K II Wheel Loader based on the results of the RFP issued by the Town. Fred recommended that the Town lease the equipment for seven (7) years with a \$25,000 down payment and annual lease payments in arrears. The target annual lease payment is approximately \$20,000, and Fred has the latitude to adjust the down payment and annual lease payment to obtain the best lease terms available. Brent seconded the motion and the motion passed unanimously.

Crushed Culvert on Suitor Rd Update: Has been fixed and is now complete.

Old County Rd. Cars on Road Side Update: Nothing further.

Other: Lisle reported that the Duck Pond Road paving project has been completed as well as the Hale Road narrows project.

Technology Policy Update: Fred made the motion to adopt the Technology Policy. Brent seconded the motion. All approved.

Driveway Permit Violation Update: One access has been blocked off. Will update at September meeting.

Company Picnic: Steve reported there are 44 adults and 8 kids so far.

New Computer: Another computer is needed for the function of the town office. Fred will look into computers.

Local Tax Rate: Joanne explained that the Local Rate was a little less due to a calculation error. No adjustment was made.

Other:

Fred will research and contact different companies to see what the cost of folding the updated recycling handout would be and will reach out to Waterford School for the possibility of getting them into the Friday folders.

The Selectmen discussed getting a dumpster at the Lucier property to clean up junk located at 591 East Village Road. Gary will look into prices and report back at the September meeting. A letter will be mailed certified to Alfred Lucier and the current bank indicating that they have 30 days to clean up or the Town of Waterford will take action.

The Selectboard went into executive session at 8:45pm. Came out of executive session at 9:05pm. No action from executive session.

Adjourn: Fred made the motion to adjourn. Brent seconded the motion. The meeting adjourned at 9:05pm.

Approved:

Date:

Jessy Pelow

Town Clerk

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement (“the agreement”) made as of _____, (“the effective date”) between Caledonia Essex Area Ambulance Service, Inc. (“CALEX”), a Vermont not for profit corporation, with a principal office at P.O. Box 570, 1453 Hospital Drive, St. Johnsbury, Vermont and the Town of Waterford, Vermont (“Town”) each a party and collectively the parties to this agreement.

WHEREAS, the Town wishes to contract with CALEX to provide ambulance services to its benefit, its citizens and visitors, pursuant to the terms of this agreement; and,

WHEREAS, CALEX, is a not-for-profit corporation whose purpose is to provide ambulance services and CALEX desires to provide said services to the Town on a contractual basis,

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

1. **Nature of Services.**

- 1.1 To the extent consistent with its available resources and other demands for service CALEX shall supply one licensed ambulance and crew that meets the minimum ambulance licensure requirements for the State of Vermont at the AEMT level at all times. CALEX shall staff at minimum one Paramedic 24/7 at its main station to be available for critically ill patients. The Paramedic if available will provided regional intercept for critical patients for service transporting to NVRH.
- 1.2 That ambulance and its crew shall be stationed at 1453 Hospital Drive, Saint Johnsbury, Vermont. Available units may be positioned at other locations at times throughout the day.
- 1.3 CALEX houses additional ambulances for additional towns served, back up responses, emergency and non-emergency transfers. CALEX shall maintain one available ambulance for 911 responses at all times. In the event the primary ambulance is unavailable, attempts will be made to cover additional requests utilizing our back up ambulances. In the event staffing is limited, mutual aid District 5 protocols are in place to handle additional requests for service.
- 1.4 In the performance of its obligations hereunder, CALEX agrees that services 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.

- 1.5 CALEX maintains an agreement with the Waterford Fire/Rescue who supplies First Response Service, to restock at no charge, medical supplies used in the act of providing medical care to the patient. Items such as – IV supplies, respiratory/oxygen supplies, bandaging/trauma dressings, and medications.
- 1.6 CALEX shall also assist when requested with any medical training that can be done to improve the emergency medical care for the First Responders to improve their performance and duties. CALEX shall provide quality improvement feedback to the Chief of the Department as a part of our continuous quality improvement.
- 1.7 At the request of the Fire Department, CALEX shall provide onsite medical stand-by for Fire Scenes and any other Fire related trainings where EMS is deemed necessary for the safety of personnel.

2. **Exclusivity.**

- 2.1 CALEX shall be the exclusive provider of Emergency Medical Services to the Town.

3. **Equipment.**

- 3.1 All equipment shall be maintained as required by the State of Vermont for the purposes of licensure at the paramedic level. CALEX shall provide copies of said license to the town upon request.

4. **Personnel.**

- 4.1 Ambulances shall be staffed by personnel certified by the State of Vermont.
- 4.2 CALEX 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 CALEX personnel and the town. CALEX shall provide Worker's Compensation insurance for its personnel in amounts and coverage as required by law.

5. **Insurance and Indemnity.**

- 5.1 Either party shall provide the other with certificates of insurance upon request.

5.2 CALEX shall carry comprehensive general and automobile liability insurance providing coverage for its staff, ambulances, and the provision of care, 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. **Consideration**

- 6.1 For the first year of the term, the Town shall pay CALEX \$19,840 in one annual payment as follows:
- a. The first month of the Town's Fiscal Year.
- 6.2 For the second year of the term (the first renewal term), the Town shall pay CALEX \$23,040 in one annual payment as follows:
- a. The first month of the Town's Fiscal Year.
- 6.3 For the third year of the term (the second renewal term), the Town shall pay CALEX \$25,600 in one annual payment as follows:
- a. The first month of the Town's Fiscal Year.

7. **Term.**

- 7.1 This agreement shall commence on July 1, 2018 for an initial period of 12 months and shall automatically renew for additional periods of 12 months unless terminated, renewed under the above consideration terms, or unless notice of non-renewal is supplied as outlined herein.

8. **Termination.**

- 8.1 If town shall default in the payment of sums due hereunder, when due, CALEX shall have the right to terminate this agreement without notice to the Town.
- 8.2 If either party fails to fulfill its obligations under this agreement and shall thereafter fail to cure such default within 30 days after receipt of written

notice from the other party, then the party shall be deemed to have breached this agreement and that party, at its option, may terminate this agreement by written notice to other.

8.3 Should CALEX terminate this agreement under either 7.1 of this section, or if the town shall rescind the agreement other than for breach under this section, or if the town shall otherwise replace CALEX as its exclusive provider of services outlined in this agreement, CALEX shall be entitled to the balance of the contract term from the date of breach forward, as agreed upon liquidated damages.

9. **Notice of Non-Renewal**

9.1 Either party may elect to non-renew this agreement by providing the other party with written notice thereof no less than 60 days before the end of the Term period.

10. **Amendment.**

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

11. **Notices.**

If to CALEX:
CEO
CALEX
P.O. Box 570
1453 Hospital Drive
St. Johnsbury, VT 05819

If to town:
Selectboard Chair
Town of Waterford, VT 05819

12. **General Provisions.**

12.1 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.

12.2 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. This contract shall not create any direct benefit to any natural person.

12.3 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.

12.4 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.

12.5 This agreement shall be governed by the laws of the State of Vermont and subject to the sole jurisdiction of the State of Vermont.

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

CALEDONIA-ESSEX AREA AMBULANCE SERVICE, INC.

_____, Date:
DULY AUTHORIZED
Chief Executive Officer

TOWN OF WATERFORD

_____, Date:
DULY AUTHORIZED
Selectboard Chair