

Select Board Meeting
Martin Memorial Hall
5259 US Rte 5, Ascutney VT
Emergency Select Board Meeting Minutes
Wednesday, August, 17, 2022 6:30 PM

Select Board Members Present:

Paul Tillman
Kelly O'Brien
Michael Todd
Wendy Smith
David Fuller
Brandon Gulnick, Town Manager

Attendees: Darrin Spaulding

Online Attendees: Tracy Dauphin

1.) Call to Order by Michael Todd, Selectman at 6:01 pm

2.) Executive Session 1 V.S.A. § 313 (A) Contracts

Kelly O'Brien made a motion to go into Executive Session under 1 V.S.A. § 313 (A) Contracts and to include the Town Manager, Brandon Gulnick.

Paul Tillman – 2nd

No Discussion

Vote – Unanimous

The Selectboard came out of Executive Session at 6:13 pm

Michael Todd read the following statement:

- 1.) Our contract with Golden Cross Ambulance has expired.
- 2.) We view the Fire Department and Ambulance contracts separately.
- 3.) The Selectboard tabled the contract on August 15th to September 19th.
- 4.) We do not want to risk not having an Ambulance Service contract by waiting until September 19th.
- 5.) Over the past several days we have entered into contract negotiations with the CEO of Golden Cross Ambulance and have come to a mutual agreement that includes no annual price increase.
- 6.) Golden Cross Ambulance has provided emergency medical services in Weathersfield for over 40 years, responding to thousands of medical emergencies to assist Weathersfield residents with care.
- 7.) We value these services and thank them for their continued efforts.

3.) Vote to Approve

- Golden Cross Ambulance Contract with a 5-year term

AGREEMENT

This **Agreement**, made this ___day of June, 2021, by and between **Golden Cross Ambulance, Inc.**, [a corporation organized and existing under the laws of the State of New Hampshire, with a place of business in Claremont, New Hampshire, hereafter referred to as **Golden Cross**], and the **Town of Weathersfield, Vermont** [a municipal corporation of the State of Vermont, hereinafter referred to as the **Town**].

Whereas the **Town** recognizes that, for the benefit of its property owners, residents, and taxpayers, that providing emergency medical services is a responsibility which the Town must assume; and

Whereas **Golden Cross** is a corporation qualified to provide emergency medical services in accordance with the applicable laws of the State of Vermont;

Now, therefore, Golden Cross for the good and valuable considerations hereinafter set forth, enters into the following **Agreement** with the **Town**:

1. For the purposes of this **Agreement**, all correspondence shall be sent to:

Town of Weathersfield:

Weathersfield Town Manager
Post Office Box 550
Ascutney, Vermont 05030-0550

Telephone: [802] 674-2626
Facsimile: [802] 674-2117

Golden Cross Ambulance, Inc.:

Dale R. Girard, President
5 Lincoln Heights
Claremont, New Hampshire 03743

Telephone: [603] 542-6660
Facsimile: [603] 542-8296

2. The **Town**, for its part, agrees:

- (a) To pay **Golden Cross** an annual fee of Twenty-two Thousand, Three Hundred Eight Dollars (\$22,308.00).

- (b) The fee shall be paid monthly, in twelve (12) payments. There shall be twelve (12) monthly payments of One Thousand, Eight Hundred Fifty- Nine Dollars (\$1,859.00).

- 92
93 (c) The monthly payment shall be paid to **Golden Cross** within thirty (30) days
94 of the **Town** receiving an invoice.
95

96 3. **Golden Cross**, for its part, agrees:
97

- 98 (a) To bill the **Town** upon a monthly basis;
99
100 (b) To provide emergency medical coverage for all requests for service within
101 the Town of Weathersfield, which includes 'stand by' coverage at working
102 structure fires within the Town of Weathersfield. **Golden Cross** must be able
103 to provide two (2) ambulances for coverage at any point within the Town
104 and, if needed, provide additional ambulances during severe instances;
105
106 (c) To be responsible for providing an Advanced EMT level, fully equipped and
107 licensed ambulance;
108
109 (d) To maintain any necessary licensing and comply with all requirements of the
110 State of Vermont. If the State requires additional equipment or training, it
111 will be the responsibility of **Golden Cross**;
112
113 (e) To bill for all services and collections, and the **Town** shall not be
114 responsible for any unpaid calls;
115
116 (f) To provide to the **Town** annually, no later than September 30th of each year,
117 a report of the activities provided to the **Town** during the preceding fiscal
118 year [the period between July 1st, and June 30th];
119
120 (g) To comply with all rules, regulations, codes, and statutes applicable, as may
121 be promulgated by the State of Vermont and the Federal government;
122
123 (h) **Golden Cross** shall not award any work at any subcontractor, or assign this
124 agreement or any portion thereof, without the prior written consent of the
125 **Town**. Such consent shall not be given until **Golden Cross** has submitted to
126 the **Town** a written statement concerning the proposed award to any
127 subcontractor or assignment. The **Town** shall not unreasonably withhold
128 such approval.
129
130 (i) **Golden Cross** shall provide the **Town** with written documentation of
131 insurance as follows:
132

133 Commercial General Liability, including medical
134 malpractice liability, in the amount of One Million Dollars
135 (\$1,000,000.00);
136

137 Auto Liability/Physical Damage in the amount of One

138 Million Dollars (\$1,000,000.00);

139
140 Workers' Compensation at least equal to the statutory
141 minimum required by law; and

142
143 Umbrella, if applicable, in the amount of One Million
144 Dollars (\$1,000,000.00).

145
146 In addition, **Golden Cross** shall indemnify and hold the **Town** harmless
147 for any and all losses caused by reason of **Golden Cross** providing
148 emergency medical services for the **Town**.

- 149
150 (j) Should **Golden Cross** breach any terms of this **Agreement**, the **Town** shall
151 give notice, in writing, of such breach. **Golden Cross** shall have thirty (30)
152 days to correct said breach. Should said breach be material, and should
153 **Golden Cross** fail to correct said breach, the **Town** may terminate this
154 **Agreement** by giving notice, in writing, to **Golden Cross** that this
155 **Agreement** is terminated thirty (30) days from the date of said notice. In
156 addition, the **Town** may pursue all other legal remedies.

- 157
158 4. The **Town** or **Golden Cross** may terminate this **Agreement** upon ninety (90) days
159 written notice to the other of its intent to terminate. Such termination shall be sent
160 to the last known address of the party.
161
162 5. The term of this **Agreement** is for a period of three (5) years, beginning July 1st,
163 2021, and ending June 30th, 2026.
164
165 6. This **Agreement** may be extended for additional periods of up to three (3) years by
166 mutual written agreement between the **Town** and **Golden Cross**. In the case of an
167 extension of no more than one hundred and eighty (180) days, the fees paid by the
168 **Town** to **Golden Cross** shall remain the same. If such extension is greater than one
169 hundred and eighty (180) days, the fees which will be paid by the **Town** to **Golden**
170 **Cross** may be adjusted by mutual written agreement.

171
172
173 Dated at Town of Weathersfield, Windsor County, State of Vermont, this _____
174 day of _____, 2021.

175
176
177 Witness:

TOWN OF WEATHERSFIELD

178
179
180
181 Its duly authorized agent

182 Dated at City of Claremont, Sullivan County, State of New Hampshire, this_

day of June, 2021.



GOLDEN CROSS AMBULANCE, INC.

Its duly authorized agent

This Agreement is entered into with the official approval of the Select Board for the Town of Weathersfield, Vermont, by their action during a duly warned public meeting on the _____ day of _____, 2021.

Town Of Weathersfield, Title

Date

Paul Tillman made a motion to approve the Golden Cross Ambulance Contract with a 5-year term.

Wendy Smith – 2nd

Discussion – David Fuller wanted to confirm that the contract that was presented was dated with the current date as well as for the term acknowledged in the contract. Michael Todd confirmed that this was correct.

Paul Tillman wanted to confirm that a copy of the contract would be included in the minutes.

Brandon Gulnick said there would be a copy in the minutes.

Vote - unanimous

4.) Any other business

None

5.) Adjourn

David Fuller made a motion to adjourn at 6:16 pm

Paul Tillman – 2nd

No Discussion

Vote - Unanimous

Respectfully,
Chauncie Tillman
Alt. Recording Secretary

WEATHERSFIELD SELECTBOARD

David Fuller, Vice-Chairperson

Kelly O'Brien, Clerk

Wendy Smith, Selector

Paul Tillman, Selector

Michael Todd, Chairperson