

Council Minutes

January 27, 2025

A duly warned meeting of the Newport city council was held on Monday, January 27, 2025 in the council room in the Newport Municipal Building. Present were Mayor Linda Joy Sullivan, Council President Chris Vachon, council members Kevin Charboneau, Rick Ufford-Chase, Clark Curtis, Police Chief Travis Bingham, Public Works director Tom Bernier, Interim Fire Chief Kevin LaCoss, Zoning Administrator Francis Cheney, Recreation Director Michael Brown, Dave LaForce, members of the Press and Public.

Mayor Sullivan called the meeting to order at 6:01 pm.

Additions/Deletions to the Agenda

Typo in #4, Should be Maland not Masland

No additions or deletions.

Consent Agenda

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

Council Proclamation for Agent David Maland (attached)

Mr. Vachon moved to approve the proclamation. Seconded by Mr. Curtis, motion carried unanimously.

Mayor Sullivan presented Mr. Vachon with a plaque for his years of service to the City of Newport.

Memorandum of Understanding with Kubota for Videography and Photography (attached)

Mr. Vachon moved to authorize the Mayor to sign the MOU as presented notwithstanding any objections from the state. Seconded by Mr. Curtis, motion carried unanimously.

2025 Mileage Certificate (attached)

Mr. Vachon moved to authorize the signing of the Mileage Certificate. Seconded by Mr. Charboneau, motion carried unanimously.

Annual Meeting Warning (attached)

Mr. Vachon moved to sign the Annual Warning as presented by the Treasurer with the addition of specific numbers, (final budget number). Seconded by Mr. Curtis, motion carried unanimously.

White & Burke Contract (attached)

Dave LaForce presented the contract with White & Burke for the TIF District Feasibility and Development Study. Mr. Charboneau moved to approve the contract with White & Burke and reserve the remaining WalMart funds for the study. Seconded by Mr. Vachon, motion carried unanimously.

Gardner Park Playground Project – Water Feature (attached)

Michael Brown Recreation Director recommended Misting Poles. Mr. Vachon moved to move forward with Landscape Structures in the amount of \$60,000. Seconded by Mr. Curtis. Discussion: Mr. Brown would like to use Gardner Park Improvement funds for this purchase. Mr. Curtis withdrew the Second, Mr. Vachon withdrew the motion. Mr. Vachon moved to move forward with Landscape Misting Poles in the amount of \$60,000 and use Gardner park Improvement funds for the purchase. Seconded by Mr. Curtis, motion carried unanimously.

Grants Update

Mr. Cheney updated the council on the status of city grants.

Budget Adjustments

Mr. Ufford-Chase presented the proposed budget adjustments

1. Moving the funds budgeted for recycling to an appropriation.
2. Moved the Treasurers salary adjust in the water fund back to the budget.
3. Zero out \$60,000 for Water Well re-development in the water fund and take it out of the WTF sinking fund.

Mr. Ufford-Chase moved to remove recycling from the GF budget and make it an appropriation request. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Ufford-Chase moved to remove \$27,279 of the Treasures salary in the water fund and move it back to the GF budget. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Ufford-Chase moved to deduct the full cost of the invoice from WTF Fund and zero out the \$60,000 for Water Well Re-development. Seconded by Mr. Vachon, motion carried unanimously.

Appropriation Discussion

None

Uncommit Prior Capital Commitments

Mr. Ufford-Chase moved to un-commit prior commitments. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Ufford-Chase moved that the council intends to return to the question of how to protect capital expenditures in the future. Seconded by Mr. Vachon, motion carried unanimously.

Authorization of Sinking Funds

None

Water & Sewer Rate Discussion

Mayor Sullivan noted that conversation over rates in the fairest way will take place in February

Bond to fund Eastside Water Tower

Mayor Sullivan noted this discussion will take place at a meeting in February.

Office Management Discussion

The position has been advertised. There are several candidates, interviews will be schedules soon.

Council member conflict of Interest (attached)

Mr. Ufford-Chase felt he had no conflict unless he or his family received a direct benefit from a vote on any issue.

Fire Department Candidate Interviews 1 V.S.A. 313(a)(3)

Mr. Vachon moved to enter executive session for candidate interviews and invite Fire Department Representatives and candidates into executive session. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Vachon moved to retain Jeff young as Administrative Fire fighter. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Vachon moved to appoint Kevin LaCoss Fire Chief. Seconded by Mr. Curtis, motion carried unanimously.

Public Comments

Pam Ladds commented on newspaper articles

Anne Chiarello commented on the Water/Sewer budget

New Business

None

Old Business

Mayor Sullivan thanked Mr. Vachon for his service to the city of Newport

Next Meeting Date

February 1, 2025

Adjournment

Mr. Charboneau moved to adjourn at 9:17 pm. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Attested _____ this _____ Day of _____ 2025

_____ Mayor

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, VERMONT'S PROCLAMATION FOR AGENT MALAND

WHEREAS, David Maland was a man of service. His life was devoted to protecting our country and keeping the people of America safe. He was an Air Force veteran and was assigned to the Swanton Sector as a K-9 handler. Prior to the Vermont assignment, he worked along the southern border in Texas providing security detail at the Pentagon during the September 11 attacks.

WHEREAS, Words spoken about Agent Maland are nothing shy of stating what a remarkable person he was and that the people within the community he loved were his family. His focus was on serving with honor. His bravery is insurmountable. It was clear from his service that he had only respect and pride for the work he chose and clearly put his service over his self.

WHEREAS, The death of U.S. Border Patrol Agent Maland is tragic. He was shot in the line of duty in Vermont. All are heartbroken by the loss of this dedicated Border Patrol agent. The City of Newport expresses the debt of gratitude owed to Agent Maland. He provided nearly a decade of service protecting communities.

WHEREAS, The City of Newport expresses its sincere condolences to the agent's family and friends and to those who he served with.

WHEREAS, We must always remember that the men and women in green on the frontlines of the border are there to defend our homeland at a great personal cost. The cost of their courage serving as public servants, like Agent Maland, can become paying the ultimate price.

Please join me in a moment of silence to honor Agent Maland's life.

**MEMORANDUM OF UNDERSTANDING FOR VIDEOGRAPHY AND PHOTOGRAPHY
BETWEEN
KUBOTA TRACTOR CORPORATION
AND THE UNDERSIGNED PROPERTY OWNER(S)**

This Memorandum of Understanding ("MOU") is entered into by and between the undersigned Property Owner(s) for the use and benefit of the undersigned Property Owner's parcel of land described more fully below and Kubota Tractor Corporation and any of its affiliates and/or subsidiaries (collectively "Kubota").

Article I. Overview and Purpose

The undersigned Property Owner is the owner of approximately of land located in **Newport, Vermont, United States of America** identified as **1 Fyfe Drive, Newport, Vermont**. The Property Owner(s) desires to develop, clear, cut, bale or otherwise make use of areas within said identified property. Kubota manufactures tractors and other equipment designed to develop, clear, cut, bale or otherwise make use of such property and as part of its Marketing program is seeking an opportunity to film and photograph various production equipment to observe its performance while performing the above tasks on pasture and field overgrowth. Kubota desires to film and photograph its equipment on designated areas of the above property at no cost to the Property Owner in exchange for performing the above operations. Property Owner agrees to provide reasonable access to the above property for such purposes, and Kubota agrees to develop, clear, cut, bale or otherwise make use of areas within said identified property as may be designated by the Property Owner, all subject to the terms and conditions to this MOU.

1.1 Property Owner Responsibilities:

The Property Owner shall identify the areas that it desires Kubota to operate on. Kubota shall not commence any of the above operations in any area not designated and approved by _____, as the Property Owner, _____ [phone #]. Property Owner may, at its option, elect to have a representative present during any of the above operations will notify Kubota if a representative of the Property Owner will be required during any work performed. Kubota shall place flags or otherwise mark the boundaries of the areas to be cleared or operated on and also the location of any areas to be avoided. The equipment and above operations forming part of Kubota's Marketing program are considered proprietary information, and Property Owner (or representative) shall not take photographs or video of the equipment or the above operations, and shall ensure that its visitors comply with this requirement.

1.2 Kubota Responsibilities:

Operation

Kubota will perform the identified operations in a reasonable manner, as appropriate for the type of operation determined to be acceptable to the Property Owner, whether cutting, baling, and clearing or some other operation. To the extent any material is collected, either by cutting, baling or clearing, said material will become the property of the Property Owner, to be disposed of by the Property Owner. In consideration for the material produced for Property Owner, Property Owner agrees to release and discharge Kubota and its officers, employees, subcontractors, invitees, and subsidiaries from any claims arising from the material.

Kubota agrees that after it has completed the above operations, it will make reasonable efforts to return the area of operations to substantially the same condition it was in before the operations began. If Kubota inadvertently damages any culverts, fencing or overhead lines, Kubota will repair or have repaired such damaged items; such repairs to replace or repair to the extent or level of the condition of the damaged items at the time they were damaged.

Insurance

Kubota shall obtain and maintain, for the duration of this MOU, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized

to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to the Property Owner. By requiring such minimum insurance, Property Owner shall not be deemed or construed to have assessed the risk that may be applicable to Kubota under this MOU. Kubota shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Kubota is not relieved of any liability or other obligations assumed pursuant to this MOU by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Property Owner at least ten (10) days before the effective date of the cancellation.

Automobile Liability

Business Auto Liability Insurance covering all non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

Commercial General Liability

	<u>Limit</u>
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000

The required commercial general liability policy will be issued on a form that insures Kubota or its agents, employees and contractors liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this MOU.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name Property Owner as Additional Insureds up to the actual liability limits of the policies maintained by Kubota.

Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of the Property Owner.

All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Property Owner ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Kubota will deliver to Property Owner, if requested, evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this MOU and prior to the performance of any services by Kubota under this MOU.

Kubota is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Article II. Duration of the MOU:

Term. This MOU will become effective beginning: **February 3, 2025**. This MOU shall expire at: **February 7, 2025** unless sooner terminated by 24-hour written notice given by either party. This MOU may be extended by mutual written consent of the parties.

Article III. Modification

This MOU may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

Article IV. Independent Contractor

For the purposes of this MOU and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other party, except as be explicitly provided for herein or authorized in writing

Article V. Other

KUBOTA WILL INDEMNIFY, DEFEND, AND HOLD THE PROPERTY OWNER HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, LOSSES, LIABILITIES, ACTIONS, AND COSTS (INCLUDING COURT COSTS AND ATTORNEYS' FEES) (COLLECTIVELY "CLAIMS") ARISING FROM (1) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF KUBOTA OR ITS AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS OR INVITEES, (2) ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY KUBOTA ON THE PROPERTY DESCRIBED HEREIN, (3) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION BY KUBOTA'S PART TO BE PERFORMED UNDER THE TERMS OF THIS MOU, (4) FILM OR PHOTOGRAPHY, OR (5) THE DESIGN OR CONSTRUCTION OF KUBOTA'S EQUIPMENT OR ITS OPERATION WHILE ON THE PROPERTY.

THE PROPERTY OWNER WILL INDEMNIFY, DEFEND, AND HOLD KUBOTA AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, LOSSES, LIABILITIES, ACTIONS, AND COSTS (INCLUDING COURT COSTS AND ATTORNEYS' FEES) (COLLECTIVELY "CLAIMS") ARISING FROM (1) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF THE PROPERTY OWNER OR ITS AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS OR INVITEES, RESULTING FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY PROPERTY OWNER WHICH IMPACTS THE ABOVE IDENTIFIED WORK AT THE PROPERTY, AND (2) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION BY PROPERTY OWNER'S PART TO BE PERFORMED UNDER THE TERMS OF THIS MOU.

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

[Signature Page(s) Follow]

The undersigned parties bind themselves to the faithful performance of this MOU:

Kubota Tractor Corporation

Signature: _____

By: _____

Date: _____

Title: _____

Property Owner: _____

Signature: _____

By: _____

Date: _____

Title: _____

District 9
Certcode 1015-0

CERTIFICATE OF HIGHWAY MILEAGE
YEAR ENDING FEBRUARY 10, 2025

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2024 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section via email to: aot.mileagecertificates@vermont.gov or if necessary via mail to: VTrans PPAID - Mapping Section, 219 North Main Street, Barre VT 05641.

We, the members of the legislative body of **NEWPORT CITY** in **ORLEANS** County
on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305,
added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	6.637				0.000
Class 2	7.920				0.000
Class 3	21.67				0.000
State Highway	1.352				0.000
Total	37.579				0.000
* Class 1 Lane	0.296				
* Class 4	0.01				0.000
* Legal Trail	0.00				

* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

- 1. NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".
- 2. DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- 3. RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- 4. SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES RECORDED THIS YEAR: Place an X in the box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

Signatures of Selectmen/ Aldermen/ Trustees:

Signature of T/C/V Clerk:

Date Filed:

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

WARNING

City of Newport, Vermont

107th Annual Meeting

March 4, 2025

The legal voters of the City of Newport, County of Orleans, State of Vermont, are hereby notified and warned to meet at the Newport Municipal Building, 222 Main St., in said City of Newport on Tuesday, March 4, 2025, beginning at 8:00 am, at which time the polls will open, until 7:00 pm, at which time the polls will close, to act on the following articles to be voted by Australian Ballot (Articles 1 through 16), and to meet at the Newport Municipal Building, 222 Main St., in said City of Newport on Tuesday, March 4, 2025, at 8:00 pm to transact business on the following article not involving voting by Australian Ballot (Article 17):

The legal voters of the City of Newport, County of Orleans, State of Vermont, are further notified and warned that a public informational hearing to explain and discuss the Australian Ballot Articles set forth below (Articles 1 through 16) will be held on Monday, March 3, 2025, beginning at 6:00 PM, at the Newport Municipal Building, 222 Main St., in said City of Newport, The public may attend the informational hearing in person or on Zoom at the following information:

Video Link: meet.google.com/per-hcic-vex or dial: +1 669-220-6725, PIN 298692296

Article 1

To elect by Australian Ballot in accordance with provisions of the Charter of the City of Newport, Vermont as amended and Title 17 VSA, Chapter 55, Sec. 2630, the following officers: a Mayor for two years ensuing, two Council Members for two years ensuing, a City Clerk for three years ensuing, a City Treasurer for Three years ensuing, one Trustee to North Country Union High School District #22 for three years ensuing, two Trustees to Newport City School District for three years ensuing, a Constable for one year ensuing, and three Grand Jurors for three years ensuing.

Article 2

Shall the City compensate the Mayor and Council Members serving the City of Newport for the ensuing year as follows: for the Mayor Two Thousand Two Hundred Fifty Dollars (\$2,250), for the Council Member serving as Council President, Two Thousand Dollars (\$2,000), for the remaining Council Members, One Thousand Seven Hundred fifty dollars (\$1,750)?

Article 3

Shall the City of Newport, Vermont approve a budget of Five Million Two hundred Sixty Seven Thousand Seven Hundred Dollars and Twenty Cents (\$5,267,700.20) for the general operation and to cover liabilities of the City of Newport, Vermont, including amounts approved by the voters as appropriations or assessments, and authorize the City to assess a tax in addition to amounts the City is by Law authorized to assess, sufficient to provide funds for the same?

Article 4

Shall the voters of the Newport City School District authorize the Newport City School District approve the Newport City School Board to expend \$8,802,517, which is the amount the School Board has determined to be necessary for the ensuing fiscal year? The district estimates that this proposed budget, if approved, will result in per pupil education spending of \$14,757, which is 0.36% higher than per pupil education spending for the current year.

Article 5

Shall the voters of the Newport City School District authorize the Newport City School Board to transfer \$310,000, of unallocated, audited General Fund Balance to the Construction/Building Maintenance Fund from the 2023-2024 school year?

Article 6

Shall the voters of the City of Newport, Vermont appropriate the sum of Forty Nine Thousand Eight Hundred Forty Seven Dollars (\$49,847) to NEWS of Vermont (Casella) to support recycling in the City of Newport, and direct the City to assess a tax sufficient to pay the same?

Article 7

Shall the City of Newport, Vermont appropriate the sum of One Hundred Ten Thousand Dollars (\$110,000) to help defray the operational expenses of the Goodrich Memorial Library and direct the City to assess a tax sufficient to pay the same?

Article 8

Shall the City of Newport, Vermont appropriate the sum of Seventeen Thousand Five Hundred Dollars (\$17,500) to Orleans Essex VNA & Hospice, Inc. for the services of Skilled Nursing, Physical Therapy, Speech Therapy, Occupational Therapy, Medical Social Work, Licensed Nurse's Aids, Homemaker and

Personnel Care Attendants, Hospice and Maternal Child Health Programs, and other community health programs provided by the agency and direct the City to assess a tax sufficient to pay the same?

Article 9

Shall the City of Newport, Vermont appropriate the sum of Eleven Thousand Dollars (\$11,000) to Rural Community Transportation (RCT) for services provided to the residents of the City of Newport and direct the City to assess a tax sufficient to pay the same?

Article 10

Shall the City of Newport, Vermont appropriate the sum of Seven Thousand Dollars (\$7,000) to assist the Northeast Kingdom Council on Aging in providing services to older Vermonter's for the ensuing year and direct the City to assess a tax sufficient to pay the same?

Article 11

Shall the City of Newport, Vermont appropriate the sum of Four Thousand Eight Hundred Eighteen Dollars (\$4,818) to support Northeast Kingdom Human Services, Inc. a nonprofit 501-C3 organization, to assist in providing Psychiatric Mental Health Services to residents of Caledonia, Essex, and Orleans Counties and direct the City to assess a tax sufficient to pay the same?

Article 12

Shall the City of Newport, Vermont appropriate the sum of Eight Thousand Five Hundred Dollars (\$8,500) to support Umbrella, Inc. in providing services to residents of the City of Newport and direct the City to assess a tax sufficient to pay the same?

Article 13

Shall the City of Newport, Vermont appropriate the sum of Three Thousand Dollars (\$3,000) to Northeast Kingdom Learning Services, Inc. to provide services to residents of the City of Newport and direct the City to assess a tax sufficient to pay the same?

Article 14

Shall the City of Newport, Vermont appropriate the sum of Two Thousand Dollars (\$2,000) to assist the Pope Memorial Frontier Animal shelter with it's commitments to rescuing, providing care for, and findings homes for unwanted pets and direct the City to assess a tax sufficient to pay the same?

Article 15

Shall the City of Newport, Vermont appropriate the sum of Four Thousand Dollars (\$4,000) to the Orleans County Historical Society to assist in maintaining the Old Stone House Museum and its educational programs, and direct the City to assess a tax sufficient to pay the same?

Article 16

Shall the City of Newport, Vermont appropriate the sum of Two thousand Dollars (\$2,000) to ConnectABILITIES, formally OCCA, for the purpose of supporting programs and activities which seek to provide support, advocacy, and community connections for individuals with developmental disabilities in Orleans County and direct the City to assess a tax sufficient tom pay the same?

The preceding articles will be voted upon at the Newport City Municipal Building using the Australian Ballot System. The polls will open at 8:00 am in the forenoon and close at 7:00 pm in the afternoon.

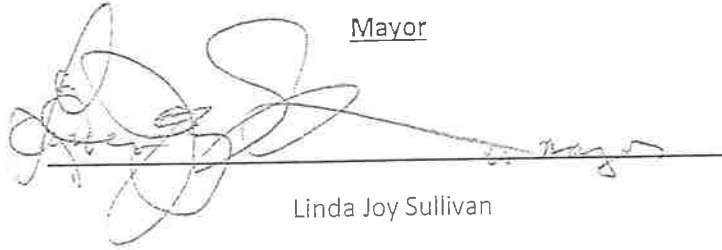
The Following article(s) will be voted upon at the same place beginning at 8:00 pm in the evening.

Article 17

To act on any other business that may legally come before the 107th Annual meeting of the City of Newport, Vermont.

The legal voters of the City of Newport are further notified that voter qualification, registration, and absentee voting, related to said Annual Meeting shall be as provided in Chapters 43, 51 and 55 of Title 17, Vermont Statues Annotated.

Mayor




Linda Joy Sullivan

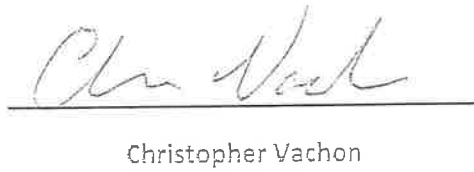
City Council



Kevin Charboneau



Clark Curtis

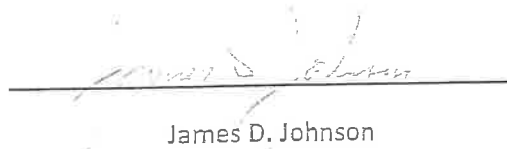


Christopher Vachon



Rick Ufford-Chase

City Clerk



James D. Johnson

The Municipal Building is Handicapped Accessible



CONTRACT

City of Newport – TIF District Feasibility and Development

The following contract is between White + Burke Real Estate Advisors, Inc. (“White + Burke”) and the City of Newport (“City”).

Scope

Phase One

The objective of the first phase is to determine the feasibility of a Tax Increment Financing (TIF) district in Newport and the community’s readiness for a TIF district. This involves reviewing potential private development projects and related public infrastructure investments that are necessary to incentivize the private projects, evaluating the possible boundaries of the district, and preparing a preliminary financial viability assessment.

For this first phase, White + Burke will review the work done to-date by the City and will identify any gaps in the existing information (such as cost estimates for public improvements, other possible financial resources, etc.) and recommend to the City other consultants to assist with providing the missing information.

From this, White + Burke will begin to synthesize the information to evaluate the physical boundaries of the District, the costs of necessary infrastructure investments, and the potential incremental taxable values that could be realized from private properties.

To determine TIF-readiness, we will bring together potential tax revenue and hypothetical debt structures to understand debt service and cash flow. If it is determined that a TIF District could be viable and the City and White + Burke are jointly comfortable with the approach, we will submit a Letter of Intent to the Vermont Economic Progress Council (VEPC) and can proceed to the second phase of obtaining local approval and submitting the full application to the State.

Phase Two

With a feasibility analysis in-hand, the next step is plan development and approvals. The most common current approach is to prepare a Master TIF Plan that is adopted by the City Council and then submitted for approval to VEPC. The “Master Plan” does not give the

municipality full authority to implement any specific projects; instead, the Master TIF Determination from the State establishes the District and shows compliance with most of the criteria. Specific projects must be submitted subsequently as Phase Filings – approved by the City Council and then reviewed by VEPC. They must show consistency with the Master Plan and compliance with any previously incomplete criteria determinations.

The Master TIF Plan development involves preparation and adoption of a written TIF plan that includes data and analysis and explains the opportunities and implications for the City. Formal adoption of the TIF Plan will likely include one or more informational meetings (as necessary) to inform the community of the City's intentions with this tool. Then the City Council needs to approve the TIF Plan in a publicly warned meeting.

If the City Council approves the Plan, the next step is to apply to VEPC for State approval. This application needs to be judiciously and collaboratively developed. The purpose of this application process is for the community to fully understand the impacts of the District and to convey the viability and necessity to VEPC. Their charge is to both ensure that the District is viable and that it will stimulate economic development above and beyond what would otherwise occur. After submission of the application, VEPC will convene one or more hearings, including a District tour. This process will likely also include providing supplemental materials or responses to VEPC. The intent is that this will result in approval by VEPC and the establishment of a District.

Fees, Expenses, and Terms

White + Burke will do the work for these phases on a time and materials basis per Attachment A "Fee Schedule," not to exceed the amounts below without prior City approval. These are good faith estimates and do not constitute guaranteed maximums. The ultimate cost is variable and greatly dependent on factors outside of our control.

For Phase One as described above, our estimate includes one meeting in Newport to gather intel and brainstorm. For Phase Two described above, we are including two trips to Newport for local approval, one VEPC meeting in Newport, and two to three VEPC meetings in Montpelier. We can assess if virtual meetings will be sufficient at the time.

Phase One Estimate: \$50,000

Phase Two Estimate: \$50,000

Not included in these costs are other consultants or specialists who might be needed to develop the materials or figures. For example, in developing the TIF District map and property data, a GIS specialist may be needed (if the City does not have access to this expertise). Estimates for these costs will need to be obtained when more information is known.

Please note that any concurrent work on a particular project or any work on phase filings for VEPC are not included in this contract and will need to be scoped and contracted separately.

The time this project will require is highly subject to the participation and availability of the municipal team and other community stakeholders. The level of access and resources provided by the City and other stakeholders will greatly impact the length of the project, as will external factors out of our control (such as VEPC's schedule, etc.)

This contract is subject to the standard terms and conditions in Attachment B, "Terms and Conditions."

If you have any questions, please contact us. Otherwise, please indicate your acceptance by signing in the space provided, returning one copy to me, and retaining one copy for your records.

Sincerely,

Accepted:



Stephanie Clarke
Vice President

City of Newport

By: _____

Date: _____



2025 FEE SCHEDULE

Fees for services are billed and payable monthly according to the following schedule:

Principal: David G. White	\$ 340.00 per hour
Senior Consultant: Tim Burke	\$ 290.00 per hour
Senior Project Managers: Stephanie Clarke Joe Weith	\$ 225.00 per hour

All work requiring one or more overnight stays will be billed at the greater of actual time spent on client work plus travel time or 10 hours per day.

Mileage will be billed at the applicable IRS-approved rate. In-house black & white prints will be billed at \$0.15 per page. In-house color prints will be billed at \$1.00 per page. All other expenses will be billed at cost plus a 10% administrative fee.

White + Burke retains the right to adjust hourly rates not more frequently than once every 12 months.

Payment is due within 20 days of receipt of invoices. Payments 30 days or more past due will be charged 1.5% interest monthly.

Mailing address:

White + Burke Real Estate Advisors, Inc
38 Southcrest Dr.
Burlington, VT 05401

Terms and Conditions

1. STANDARD OF CARE

White + Burke shall, in performing its services, exercise the same degree of skill and care ordinarily exercised under similar circumstances by qualified professionals and consultants undertaking similar work in the same locality at the same time. Subsequent standards will not be applied in judging White + Burke's work. Client agrees that the services provided will be rendered without any warranty, expressed or implied. White + Burke will not be liable for the interpretation, by others, of data or information we develop.

White + Burke shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of White + Burke. White + Burke shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information required to be provided by Client under this Agreement.

White + Burke's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that White + Burke's services require decisions that are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of White + Burke.

2. COMPENSATION

Payment to White + Burke is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.

Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1½ percent per month.

The parties agree to coordinate invoices to assure timely payment. Among other things, White + Burke's project manager and Client's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections. Client's representative will contact White + Burke's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and White + Burke's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount. White + Burke, at its option, may revise and resubmit disputed amounts at a later date.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses' fees, and all other collection charges and expenses.

3. INSURANCE

White + Burke maintains Worker's Compensation and Comprehensive General Liability Insurance, as well as Professional Liability (Errors and Omissions) insurance. White + Burke

will furnish certificates of insurance upon request. Client agrees that White + Burke's liability for claims and expenses is limited to the amounts, limits, exclusions, and conditions of such insurance.

4. INDEMNITY

In exchange for good and valuable consideration from White + Burke, the receipt and sufficiency of which is hereby acknowledged, Client agrees that it will defend, indemnify, and hold harmless White + Burke and its officers and employees from and against any and all claims, losses, costs, attorney's fees or damages arising out of White + Burke work, except with respect to any acts or omissions of White + Burke that are found, in a final and non-appealable judgment, to constitute negligent, reckless or intentional misconduct.

5. INSTRUMENTS OF SERVICE

All documents (whether in hard or electronic form) prepared by White + Burke pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by White + Burke for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to White + Burke; and the Client shall release, indemnify, and hold harmless White + Burke from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle White + Burke to additional compensation at rates to be agreed upon by White + Burke and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media ("Electronic Documents") are subject to undetectable alteration, either intentional or un-intentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and not as record documents.

6. SUSPENSION OF WORK

Client may, at any time, by ten (10) days written notice, suspend further work by White + Burke. Client shall remain fully liable for and shall promptly pay White + Burke the full amount for services rendered to the date of suspension of services plus suspension charges. Suspension charges include the cost of putting documents and analyses in order, personnel, and equipment rescheduling and assignment adjustments, and all other costs and charges directly attributable to suspension.

If payment of invoices by Client is not maintained on a thirty (30) day current basis, White + Burke may, by providing a ten (10) day written notice to Client, suspend further work until payments are restored to a current basis. In the event that White + Burke retains counsel to enforce overdue payments, the Client shall reimburse White + Burke for all reasonable attorney's fees and court costs related to the enforcement of overdue payments. Client shall indemnify and

save White + Burke harmless from any claim or liability resulting from suspension of the work due to non-current payments.

7. DISPUTE RESOLUTION

All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

8. GOVERNING LAW

This Contract is to be governed and enforced in accordance with the laws of the State of Vermont.

9. CONTRACTUAL RELATIONSHIP

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or White + Burke. White + Burke's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against White + Burke because of this Agreement. In addition, **nothing herein shall be construed as creating a contractual relationship between the Client and any White + Burke employee, representative or consultant.** The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by White + Burke hereunder, the Client shall only seek recourse against White + Burke and waives any right to pursue a claim against White + Burke's individual directors, officers or employees.

MEMO

To: Linda Sullivan, Mayor
From: Michael Brown, Director of Recreation
Date: January 22, 2025
Re: Splash Pad

As we come closer to completing the Gardner Park playground project, there are still some hurdles and decisions to make in regards to the "splash pad" portion of the project. The following is a brief background regarding this project. The difficulty has been the placement of the splash pad on a flood plain with contaminated soil. We have remediated the soil but still need to address the issues that are caused by the location. The original plan was a traditional concrete engineered splash pad. When researching options several years ago, we discovered that the traditional splash pad with a recycled water system would be extremely difficult considering the pad and pump would lie below grade. We were told that the current design would not be advisable in the flood plan and would require significant re-engineering. The cost of the traditional splash pad was estimated to be roughly \$500,000. We investigated an alternative flow-through system which didn't require a filter/pump unit, unfortunately the pad itself still posed the same issues with flooding and potential damage to the unit. The flow rates for a unit comparable to the size we looked at was 63 gallons per minute resulting in an estimated water usage of over 2.5 million gallons of water throughout the season. For your consideration, the following is a synopsis of two different pad options and an alternative option.

Insta-splash

This product is a plug and play product that lies above ground. Can be easily installed and dismantled at the end of the season, no elements go below grade. They have two options for the 20x20 splash pad: a recycled system and a flow through system.

Insta-splash recycled system: est. \$115,000

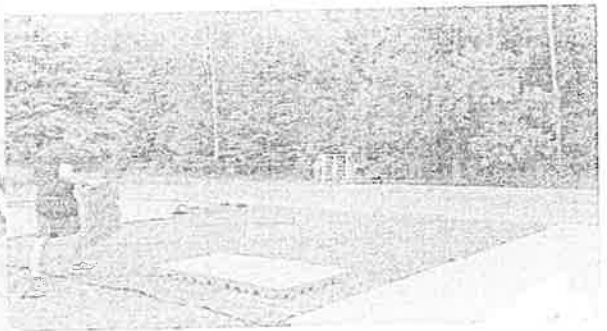
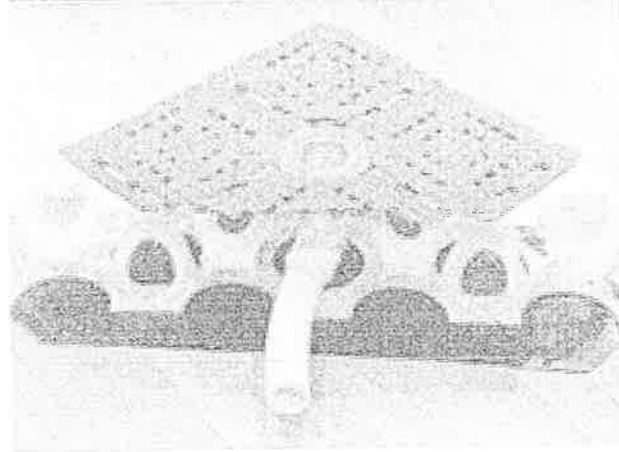
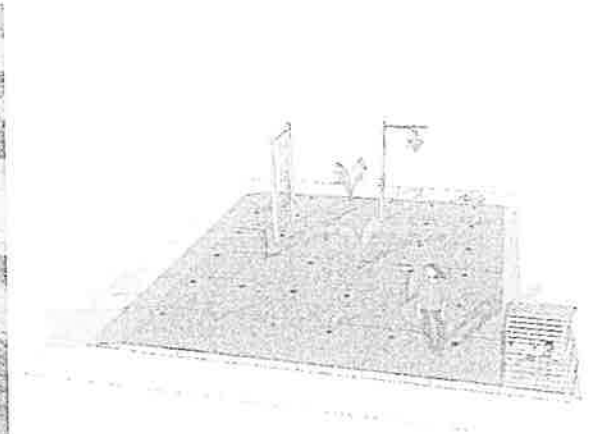
Pros: easy installation, pump housing and pad all above grade, cheaper than traditional, does not use city water so water consumption would be low

Cons: would require ph testing several times daily, would require staff monitoring 7 days a week or while it is open. Potential health risk if not monitored properly. Annual expense incurred with chemical purchase, would require certified training.

Insta-splash flow-through system: est. \$60,000

Pros: easy installation and dismantling, hooks up to city water, will NOT need to monitor and log pH levels, unit has an activation switch that *automatically* turns the unit on and off after a set amount of time, will not need staffing

Cons: water consumption is est. 25 gallons per minute for the smallest 20x20 unit which we estimate would be a total of over 500,000 gallons consumed for a 12 week season.



Playground misting poles(brands: "Koolfog", "Landscape Structures"): est. up to \$60K

"Landscape Structures": est. \$15K each with sun shade, total \$60K if we purchase 4

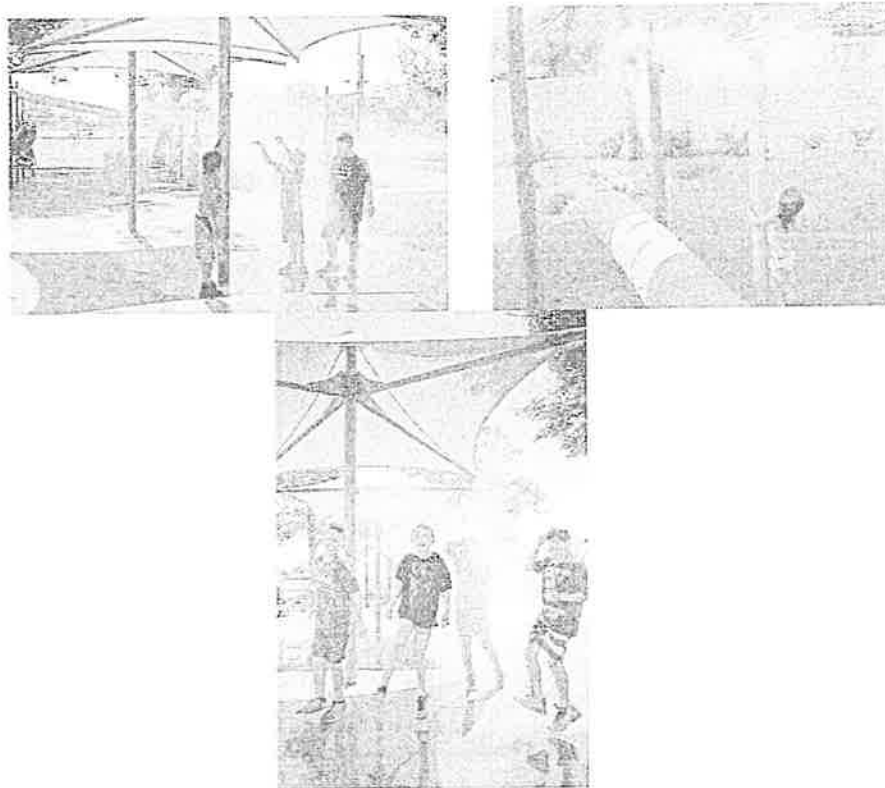
"Koolfog": est. \$18K for 3 poles (does not include shade)/ additional 18K for custom design element

This product is a water element but will not require a pad or drainage. Can be installed on the same location indicated on the engineered drawings. Water consumption est. 0.24 gallons per minute with an on/off activation switch so water doesn't continuously run.

Pros: very little water consumption comparatively, total est. high end consumption throughout the season would be 20,160 gallons, no staff required, no need to chlorinate or test levels 7 ph levels, no drainage needed, no pad needed (can be installed on the grass), has an automatic on/off activation switch, more environmentally friendly

Cons: different than a traditional splash pad.

Applications in public locations of this or similar product: <https://coolfoz.com/mistina-system-videos/>



Overview-Water Consumption Calculations

-Traditional Engineered Splash Pad: 63 GPM

12 week season=84 days

84days @ 8 hours per day= 672 hours x 60= 40,320 x 63gpm= 2,540,160 gallons of water

-Insta-Splash flow through system: 25gpm with on/off activation switch assuming 4 hours max output per day


84 days @ 4 hours per day = 336 hours x 60 = 20,160 x 25gpm = 504,000 gallons for the season

-Playground misting poles structures: .25 gpm per pole with on/off activation switch assuming 4 hours max output per day/ assuming we use 4 poles utilizing 1 gpm

84 days @ 4 hours per day = 336 hours x 60 – 20,160 x 1gpm = 20,160 gallons for the season

DISCLOSURE OF CONFLICT OF INTEREST AS REQUIRED BY THE VT CODE OF ETHICS
TO BE FILED ONLY IF A PUBLIC SERVANT CHOOSES TO ACT

PUBLIC SERVANT INFORMATION	
Name and title/position of public servant:	Rick Ufford-Chase, Newport City Council Member
Agency/Department:	
Office Phone:	845-608-4056 (cell)
Office E-mail:	rick.uffordchase@newportvermont.org
<p>In my capacity as a public servant, I am expected to take certain action(s) in the performance of my official duties. Under present circumstances, a reasonable person could conclude that I am, or will be, confronted with a conflict of interest in the performance of these duties.</p> <p>A conflict of interest is defined as a direct or indirect interest in the outcome of a matter pending before me, or the public body in which I serve, that is greater than that of another person generally affected by the outcome of the matter. The interest can be my own, that of an immediate family or household member, or of a business associate.</p> <p>I am filing this disclosure form to disclose the facts surrounding this potential conflict of interest, and to explain why, despite the conflict, I choose to take official action.</p>	
CONFLICT OF INTEREST INFORMATION	
<p>Briefly state the nature of the conflict (including identities of all potentially affected parties or properties, whether the conflict is ongoing or a one-time event, potential or perceived benefits, and any other relevant information).</p>	<p>At the Mayor's request, I took an active role in working with the Mayor and City Department Heads on the budget starting January 7th, 2025. I attended meetings with the Department Heads and the Mayor on the 8th, the 14th and the 16th, focusing primarily on the expenses related to the Administrative office and potential cost-savings across departments. At the Special Meeting of Council held on January 17th, I chose not to recuse myself from the vote in response to a question from Council President Vachon regarding a potential conflict of interest due to the fact that the organization I direct, Newport Downtown Development, is budgeted to receive a \$30,000 allocation from the City of Newport if the budget is passed. I stated the following reasons that I see no actual conflict of interest:</p> <ol style="list-style-type: none"> 1. NDD has consistently received the same allocation for it's work on behalf of the City of Newport each year since several years before I became the Director of NDD. 2. NDD has not requested any increase in the amount of that grant. 3. The City Council voted on December 16th to sign an attestation for the State that Council would not lower the amount of the support the City gives to NDD in response to the \$25,000 State Vibrancy Grant received by NDD as a designated downtown organization. 4. NDD's total budget is approximately \$250,000. NDD's board is committed to raising necessary funding to support staff salaries through other means, so that no portion of the City's support to NDD is necessary for staff
<p>Explain your relationship to the person or organization at issue.</p>	<p><input checked="" type="checkbox"/> Self</p> <p><input type="checkbox"/> Immediate family member</p> <p><input type="checkbox"/> Business I am associated with</p> <p><input type="checkbox"/> Business a family member is associated with</p> <p><input type="checkbox"/> Business partner</p> <p><input type="checkbox"/> Property I own or co-own</p> <p><input type="checkbox"/> Property owned or co-owned by a family member</p> <p><input type="checkbox"/> Other [Explain]:</p>

<p>State the action(s) you intend to take, and how your action(s) may affect the person or organization at issue.</p>	<p>Public disclosure took place in the Meeting on 1/17/25.</p>
<p>Explain why, despite the relationship, you will act on the matter (Check at least one box)</p>	<p> <input checked="" type="checkbox"/> The conflict is de minimis in nature <input type="checkbox"/> My action on the matter is ministerial or clerical <input type="checkbox"/> My action will not benefit me [or the person or organization at issue] any more than others who are generally affected by the outcome of the matter <input type="checkbox"/> The conflict is amorphous, intangible, or speculative <input type="checkbox"/> I cannot legally or practically delegate the matter to another person <input type="checkbox"/> I have received advice from the Ethics Commission that permits my action(s) <input type="checkbox"/> Other [Explain]: </p>
<p>Confirmation and Signature</p>	
<p>Confirmation</p>	<p><input checked="" type="checkbox"/> This disclosure fully discloses the nature of my conflict of interest. Taking into account the facts that I have disclosed above, I believe that I nonetheless can perform my official duties objectively and fairly, and in the best interest of the State.</p>
<p>Public servant signature:</p>	
<p>Date:</p>	<p>January 21, 2025</p>

Attach additional pages if necessary.