



**Newport City Council Meeting
Monday, July 21 · 6:00 – 8:30pm
Google Meet joining info**

**Video call link: <https://meet.google.com/thu-qiyx-ocy>
Or dial: (US) +1 317-558-9412 PIN: 596 438 990#**

Mayor Rick Ufford-Chase, President Kevin Charboneau, Council Members, Carter Finegan, John Monette and Andrew Touchette

1. Call the Meeting to Order
2. Additions/Deletions
3. Consent Agenda
 - a. Approval of Minutes: July 7, 2025
 - b. AP Warrants: 07 03 25
 - c. PR Warrants: 07 08 25
 - d. Liquor Licenses, Vendor Permits, Special Events: No requests pending
4. Presentation by Stephanie Clark - White and Burke re: TIF exploration progress, possible vote on contract with VHB to help with the next step in the process (No Preparation Materials Needed)
5. Executive Session as per 1 V.S.A. § 313(a)(2) for the purpose of receiving general guidance from White and Burke regarding potential real estate considerations related to downtown development Master Plan with Stephanie Clark from White and Burke, Dave Laforce (chair of NDD EDTF), and Brian Gray (NDD Economic Devp Coordinator)
6. Executive Session as per 1 V.S.A. § 313(a)(2) for the purpose of considering responses to Request for Proposals to support NDD and the City of Newport in real estate negotiations related to downtown development.
7. Review of Finances with Chip Stearns from NEMRC (Materials to be provided Monday, July 21, 2025)
8. Update from the Mayor and City Treasurer on preparations for the Audit for FY24/25 as well as potential single Audit related to grant funding (See signed contract in packet)
9. Task Force Reports

- a. Water and Sewer: Council Member Monette
 - b. Financial Reporting and Fiscal Practices: Council Member Finegan
 - i. Community Education FAQ Document and Strategy in preparation for the Special Town Meeting by Australian Ballot on August 12th, 2025 - Note - this document will be available on the website no later than Sunday evening, July 20, following final review by members of the Task Force)
 - c. Housing Insecurity, Public Encampments, Community Safety: Council President Charboneau
 - d. Fire Department Strategic Planning: Council Member Touchette
10. Community Testimony: Personnel Policy - This will be an open time of testimony. Community Residents and City staff are welcome to offer comments to Council that are no more than three minutes in duration. Copies of both the current and the immediate past policies were part of the packet prepared for council on July 7th in preparation for this meeting. Community residents can find that packet on the website.
 11. Executive Session as per 1 V.S.A. § 313(a)(3) - For the purpose of considering an offer to a candidate for the position candidate of Financial and Office Administrator
 12. Potential Introduction of the new Financial and Office Administrator if Council acts to approve the terms of her contract.
 13. Recommendation from the Planning Commission to appoint Paul Monette as a member of the Commission following.
 14. Possible Review of proposed Language for Vendor Permit (This item may be postponed till August)
 15. Formal Council approval for Revolving Loan Funding RFI-384-1.0 discussed at Council Meeting 2/17/25 (See attached documents)
 16. Public Comment
 17. New Business
 18. Old Business
 19. Note Public Forum to be held Monday, July 28, 2025 for the purpose of answering questions from Community Residents regarding the Ballot Initiatives warned for the Special Town Meeting on August 12, 2025
 20. Set the Next meeting of the Council - Regular Meeting to be held August 4, 2025 at 6 pm
 21. Adjournment

Council Minutes

July 7, 2025

A duly warned meeting of the Newport City Council was held on Monday, July 7, 2025 in the council room in the Newport Municipal Building. Present were Mayor Rick Ufford-Chase, Council President Kevin Charboneau, council members John Monette, Andrew Touchette, Carter Finegan, City Clerk/Treasurer James Johnson, PW Director Tom Bernier, Attorney David Rugh, Chip Stearns, Marlana Valenta, and members of the Press and community residents.

Mayor Ufford-Chase called the meeting to order at 6:05 pm.

Additions/Deletions to the Agenda

Mayor Ufford-Chase removed the request from MCM Snack Bar from the consent agenda

Consent Agenda, approval of minutes 07/02/25, AP Warrants from 6/30/25 and 7/1/25, Permits from Three Roots LLC, and Kingdom Games for the Kingdom Swim event.

Mr. Charboneau moved to approve the consent agenda. Seconded by Mr. Monette.

Discuss Special City Meeting August 12, 2025 with Attorney David Rugh

Attorney Rugh reviewed each Article and Necessity Resolution and answered questions from the council and public.

Mr. Touchette moved to warn the Special City Meeting for August 12, 2025 using the language presented in the most recent copy, (the hard copy labeled draft). Seconded by Ms. Finegan, motion carried unanimously.

Mr. Monette moved to approve the Necessity Resolution for borrowing to acquire a necessary capital asset as drafted in order to increase bonded indebtedness to purchase a fire truck from \$800,000 to \$875,000. Seconded by Mr. Charboneau, motion carried unanimously.

Ms. Finegan moved to approve the Necessity Resolution for borrowing short term funding which finds that it is necessary for the city to seek a Bond Anticipation Note to pay expenses associated the Water Tower Project in an amount not to exceed \$3,000,000. Seconded by Mr. Touchette, motion carried unanimously.

Mr. Charboneau moved to approve the Necessity Resolution for refunding of a deficit in the General fund to allow the City to borrow up to \$1,800,000 to refund the fiscal year 2025 deficit. Seconded by Mr. Monette, motion carried unanimously.

Mr. Touchette moved to approve the Necessity Resolution to refund a deficit in the Sewer Fund to allow the city to recur indebtedness in the amount of \$1,000,000 to refund the fiscal year 2025 deficit in the sewer fund. Seconded by Ms. Finegan, motion carried unanimously.

Review Initial Balance Sheet for FY 25/26 with Chip Stearns from NEMRC

Chip Stearns reviewed the initial Balance Sheet for the 25/26 fiscal Years with the council

Task Force Reports

Carter Finegan updated the council on the progress of the Financial Reporting and Fiscal Practices Task Force.

Mr. Monette updated the council on the Water and Sewer Task force

Mr. Charboneau updated the council on the Housing Insecurity, Public Encampments, and Community Safety Task Force

Mr. Touchette updated the council on the Fire Department Task force. They will have their first meeting in July

Tiny Art Update

Marlena Valenta update the council on the Tiny Art Project several back lite tiny art sculptures have been put up on several buildings in the city.

Executive Session, Personnel Evaluation 1 V S A 313(a)(3)

Mr. Charboneau moved to enter executive session for personnel evaluation per 1 VS A 313(a)(3) and invite the Public Works Director into executive session. Seconded by Mr. Touchette, motion carried.

No action.

Tiny Art Project

Marlena Valenta gave a presentation of the tiny Art Project. Some art projects have already been put on several buildings in Newport. Ms. Finegan moved to approve the project as presented. Seconded by Mr. Touchette, motion carried.

FY 24/25 Audit Next Steps

Kittell, Branagan and Sargent will do this year's audit. RFP's will be sent out later this FY for next year's audit.

Personnel Policy

The council discussed the process for the timely review of the Personnel Policy. It will contain review of the old and new policies, public input and Input from the non-certified employees.

Vendor Policy

The council discussed review of the current Vendor Permit and possible changes to the permit application.

Action to Notify Village of Derby Regarding Expected Termination of Water Contract

Mr. Charboneau moved to advise the Village of Derby of the expected termination of the contract for the purchase of water from the village when the new water tower comes on line in four to five weeks. Seconded by Mr. Touchette, motion carried.

Recommendation to Back Out of Coventry Engineering Grant Award

Mr. Monette moved that Newport City move to terminate with proper notice Grant Agreement #07110-DTF-2022-09 associated with the Coventry Street & Main Street Improvement Project held with the Vermont Agency of Commerce and Community Development. Seconded by Mr. Charboneau, motion carried.

**Executive Session, Interview a Candidate for the Position of Financial and office Administrator per
1 V S A 313(a)(3)**

Mr. Touchette moved to enter executive session to interview a candidate for the position of Financial and Office Administrator and invite the candidate into executive session. Seconded by Mr. Monette, motion carried.

No action.

Mr. Monette moved to authorize the Mayor to move ahead with the candidate for the position of Financial and Office Administrator by arranging a meeting with department heads if that goes well Mr. Touchette and Mr. Charboneau will negotiate a compensation package. Seconded by Mr. Charboneau, motion carried. Ms. Finegan abstained.

Public comment

Laurie commented on the Special meeting articles

New Business

None

Old Business

The Mayor stated that the 4th of July activities were fabulous.

Next Meeting Date

Mr. Monette moved to set the next meeting for July 21, 2025. Seconded by Ms. Finegan, motion carried.

Adjournment

Mr. Charboneau moved to adjourn at 9:26 pm. Seconded by Mr. Touchette, motion carried.

Attested James S Johnson This 7th Day of July 2025
R. P. Miller Mayor

WARNING

City of Newport, Vermont

Special Meeting

August 12, 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 Street, in said City of Newport on Tuesday, August 12, 2025, beginning at eight o'clock in the forenoon (8:00 a.m.), at which time the polls will open, until seven o'clock in the afternoon (7:00 p.m.), at which time the polls will close, to act on the following articles to be voted by Australian ballot.

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 will be held on Monday, August 11, 2025, beginning 6:00 pm, at the Newport Municipal Building, 222 Main Street, in said City of Newport. The public may attend the informational hearing in person or on Zoom at the following information:

Google Meet joining info

Video call link: <https://meet.google.com/pte-ipdw-zkq>

Or dial: (US) +1 320-318-7568 PIN: 102 602 961#

Article 1

Shall general obligation bonds or notes of the City of Newport in an amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) be issued to fund, together with other general obligation bonds or notes in the amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) previously approved on March 1, 2022, the purchase and equipping of a fire truck for the Newport Fire Department, the total cost of which is Eight Hundred Seventy-Five Thousand and 00/100 Dollars (\$875,000.00)?

Article 2

Shall a general obligation bond anticipation note of the City of Newport in an amount not to exceed Three Million and 00/100 Dollars (\$3,000,000.00) be issued to refund a \$2,400,000.00 construction line of credit at or prior to its maturity in October 2025 and to refund interfund loans from the general fund to the water fund in the aggregate amount of \$600,000.00 to finance additions and improvements being made to the City's water system as approved by the voters in March 2021?

Article 3

Shall general obligation bonds or notes of the City of Newport, Vermont, in an amount not to exceed One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) be issued to refund a deficit in the general fund account?

Article 4

Shall general obligation bonds or notes of the City of Newport, Vermont, in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) be issued to refund a deficit in the sewer fund?

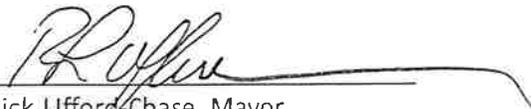
Article 5

Shall the voters approve a Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) increase in the amount to be raised by taxes to be added to the Five Million Two Hundred Sixty-Seven Thousand Seven Hundred Dollars and Twenty Cents (\$5,267,700.20) budget approved at the City's 2025 Annual Meeting for the general operation and to cover the liabilities of the City of Newport, Vermont, and authorize the City to assess a tax sufficient to provide funds for the same?

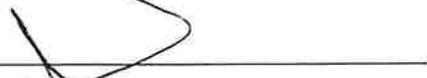
The legal voters of the City of Newport are further notified that voter qualification, registration, and absentee voting relative to said Annual Meeting shall be as provided in Chapters 43, 51 and 55 of Title 17, Vermont Statutes Annotated.

DATED this 7th day of July, 2025.

CITY OF NEWPORT CITY COUNCIL


Rick Ufford-Chase, Mayor

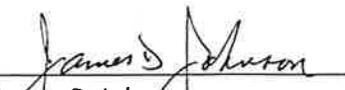

Kevin Charboneau,
Council President


John Monette


Carter Finegan


Andrew Touchette

ATTEST:


James D. Johnson
City Clerk/Treasurer

The Municipal Building is Handicapped Accessible

NECESSITY RESOLUTION
BORROWING TO ACQUIRE A NECESSARY CAPITAL ASSET
July 7, 2025

WHEREAS, at the City of Newport, Vermont ("City") annual meeting on March 1, 2022, the lawful voters of the City approved the purchase of a fire truck, an essential public asset ("Firetruck") for the benefit of the City and its citizens, and the voters also authorized the City to issue general obligation bonds in amount not to exceed \$800,000.00 to finance the acquisition of the Firetruck; and

WHEREAS, the vendor of the Firetruck has advised the City that the total cost to construct and equip the nearly completed Firetruck has increased to \$875,000.00; and

WHEREAS, the increased cost of the Firetruck is too great to be paid from the ordinary income of the City; and

WHEREAS the Charter of the City, 24 Appendix V.S.A. Chapter 7, requires that any borrowing by the City for a term longer than one year must first be approved by the voters at a meeting duly warned, noticed, and held for that purpose;

NOW THEREFORE, be it resolved that public good and necessity require that the proposition of the City issuing tax-exempt general obligation bonds or notes of the City in an amount not to exceed SEVENTY-FIVE THOUSAND and 00/100 DOLLARS (\$75,000.00) to be used together with the previously approved \$800,000.00 of bonds to purchase the Firetruck be presented to the legal voters of the City at a Special City Meeting duly warned, noticed, and held for that purpose at the earliest practical date and at a time as determined by the City Council; and

BE IT FURTHER RESOLVED that the proposition of incurring general obligation debt to purchase the Firetruck cannot be delayed or postponed until the next Annual Meeting of the City in March 2026 as the Firetruck is scheduled to be completed and available for delivery to the City in October 2025, and therefore a Special City Meeting is required to be warned, noticed, and held to consider the proposition of incurring general obligation debt to purchase the Firetruck; and

BE IT FURTHER RESOLVED that a Special City Meeting is called to be held on Tuesday, August 12, 2025, to vote by Australian ballot on the proposition, inter alia, of issuing general obligation bonds to purchase the Firetruck beginning at eight o'clock in the forenoon (a.m.) and continuing until seven o'clock in the afternoon (p.m.) at the location specified in the warning for said Special City Meeting as attached hereto and hereby approved; and

BE IT FURTHER RESOLVED that the attached form of Ballot is specifically adopted for use in connection with consideration of the above-stated proposition of issuing general obligation bonds to purchase the Firetruck; and

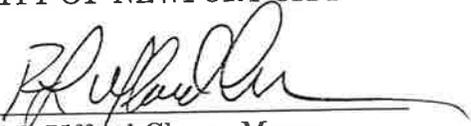
BE IT FURTHER RESOLVED that the City Council will hold a public informational hearing on the proposition of issuing general obligation bonds to purchase the

Firetruck on Monday, August 11, 2025, commencing at six o'clock (6:00) in the afternoon (p.m.) at the Newport Municipal Building, 222 Main Street in the City; and

BE IT FURTHER RESOLVED that all acts relating to the proposition of incurring bonded indebtedness and the issuance of general obligation bonds or notes of the City for the purpose of purchasing the Firetruck be in accordance with the provisions of Chapter 53 of Title 24 and Chapter 7 of Title 24 Appendix, Vermont Statutes.

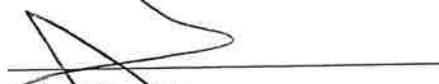
Dated at Newport, Vermont this 7 day of July 2025.

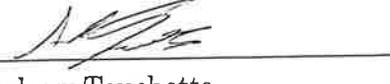
CITY OF NEWPORT CITY COUNCIL


Rick Ufford-Chase, Mayor

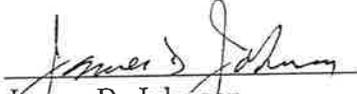

Kevin Charboneau,
Council President


Carter Finegan


John Monette


Andrew Touchette

ATTEST:


James D. Johnson
City Clerk/Treasurer

CITY OF NEWPORT
OFFICIAL BALLOT
AUGUST 12, 2025

ARTICLE 1

Shall general obligation bonds or notes of the City of Newport in an amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) be issued to fund, together with other general obligation bonds or notes in the amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) previously approved on March 1, 2022, the purchase and equipping of a fire truck for the Newport Fire Department, the total cost of which is Eight Hundred Seventy-Five Thousand and 00/100 Dollars (\$875,000.00)?

If in favor of the bond issue, make a cross (X) in this square .

If opposed of the bond issue, make a cross (X) in this square .

NECESSITY RESOLUTION
REFUNDING OF SHORT-TERM BORROWING
July 7, 2025

WHEREAS, the lawful voters of the City of Newport, Vermont ("City"), at the City's annual meeting held on March 2, 2021 approved of the City acquiring land for, the construction of and making other improvements to the City's potable water supply system, essential public infrastructure of the City ("Project"), and the issuance of general obligation bonds or notes of the City in amount not to exceed \$4,985,000.00 (subject to reduction by grants-in-aid received by the City in support of the Project) to finance the Project; and

WHEREAS, on October 7, 2024, the City initiated a construction line-of-credit with Passumpsic Saving Bank to finance costs and expenses for the Project as they arose during its initiation the outstanding principal balance of which is presently \$2,400,000.00 ("CLOC") pursuant to its authority under 24 V.S.A. Chapter 53 and 24A V.S.A. Chapter 7; and

WHEREAS, the CLOC, by law, has a maturity date of one year from the date of its initiation, meaning it is due to be paid on or before October 7, 2025; and

WHEREAS, since the date of the CLOC, the Project costs have increased to \$3,000,000.00, which the City has paid from its general fund; and

WHEREAS, the City's next opportunity to issue a general obligation bond and sell the same to the Vermont Bond Bank, the rates and terms for which are expected to be beneficial to the City and in the public interest will not arise until after the scheduled maturity of the CLOC; and

WHEREAS, the ordinary income and revenue of the City will be insufficient to pay the additional Project costs advanced from the general fund and repay the CLOC at its maturity; and

WHEREAS the City has authority to issue general obligation debt having a term greater than one year in anticipation of the issuance of long-term debt to pay additional Project costs and refund the CLOC under 24 V.S.A. Chapter 119; and

WHEREAS the Charter of the City, 24 Appendix V.S.A. Chapter 7, requires that any borrowing for a term longer than one year by the City must first be approved by the voters at a meeting duly warned, noticed, and held for that purpose; and

WHEREAS, the issuance of a bond anticipation note to pay additional Project costs and refund the CLOC will not result in an amount of debt in excess of the amount of debt originally authorized by the voters for the Project and will permit a thoughtful transition to long-term financing for the Project;

NOW THEREFORE, be it resolved that public good and necessity require that the proposition of the City issuing a tax-exempt general obligation bond anticipation note of the City in an amount not to exceed THREE MILLION and 00/100 DOLLARS (\$3,000,000.00)

to pay additional Project costs and refund the CLOC at its maturity be presented to the legal voters of the City at a Special City Meeting duly warned, noticed, and held for that purpose at the earliest practical date and at a time as determined by the City Council; and

BE IT FURTHER RESOLVED that the proposition of incurring general obligation debt to pay additional Project costs and refund the CLOC cannot be delayed or postponed until the next Annual Meeting of the City in March 2026 and therefore a Special City Meeting is required to be warned, noticed, and held to consider the proposition of incurring general obligation debt to refund the LOC; and

BE IT FURTHER RESOLVED that a Special City Meeting is called to be held on Tuesday, August 12, 2025, to vote by Australian ballot on the proposition of issuing a general obligation bond anticipation note to refund the CLOC at its maturity beginning at eight o'clock in the forenoon (a.m.) and continuing until seven o'clock in the afternoon (p.m.) at the location specified in the warning for said Special City Meeting as attached hereto and hereby approved; and

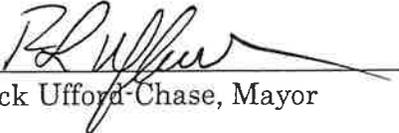
BE IT FURTHER RESOLVED that the attached form of Ballot is specifically adopted for use in connection with consideration of the above-stated proposition of issuing general obligation bonds to refund the LOC at its maturity; and

BE IT FURTHER RESOLVED that the City Council will hold a public informational hearing on the proposition of issuing general obligation bonds to refund the LOC at its maturity on Monday, August 11, 2025, commencing at six o'clock (6:00) in the afternoon (p.m.) at the Newport Municipal Building, 222 Main Street in the City; and

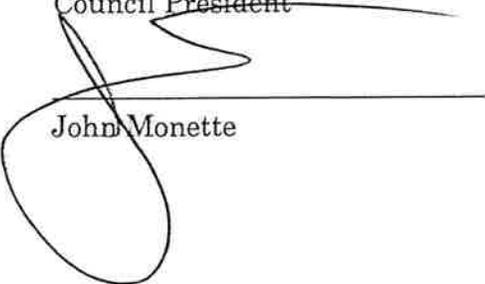
BE IT FURTHER RESOLVED that all acts relating to the proposition of incurring bonded indebtedness and the issuance of general obligation bonds or notes of the City for the purpose of refunding the LOC at its maturity be in accordance with the provisions of Chapter 53 of Title 24 and Chapter 7 of Title 24 Appendix, Vermont Statutes.

Dated at Newport, Vermont this 7 day of July 2025.

CITY OF NEWPORT CITY COUNCIL


Rick Ufford-Chase, Mayor

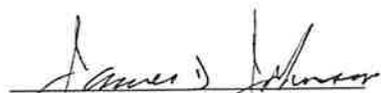

Kevin Charboneau,
Council President


John Monette


Carter Finegan


Andrew Touchette

ATTEST:


James D. Johnson
City Clerk/Treasurer

CITY OF NEWPORT
OFFICIAL BALLOT
AUGUST 12, 2025

ARTICLE 2

Shall a general obligation bond anticipation note of the City of Newport in an amount not to exceed Three Million and 00/100 Dollars (\$3,000,000.00) be issued to refund a \$2,400,000.00 construction line of credit at or prior to its maturity in October 2025 and to refund interfund loans from the general fund to the water fund in the aggregate amount of \$600,000.00 to finance additions and improvements being made to the City's water system as approved by the voters in March 2021?

If in favor of the bond issue, make a cross (X) in this square .

If opposed of the bond issue, make a cross (X) in this square .

NECESSITY RESOLUTION
REFUNDING OF DEFICIT IN GENERAL FUND
July 7, 2025

WHEREAS, at the conclusion of the 2025 Fiscal Year, the general fund of the City of Newport, Vermont ("City"), ended with a deficit, meaning that there was an excess of the current liabilities and liability reserves of the general fund over its current assets; and

WHEREAS, the ordinary income and revenue of the City will be insufficient to repay the general fund deficit prior to the end of the 2026 Fiscal Year; and

WHEREAS, the City has authority to issue bonds or notes and to borrow for a term greater than one year to refund the deficit under 24 V.S.A. Chapters 51 and 53; and

WHEREAS, the Charter of the City, 24 Appendix V.S.A. Chapter 7, requires that any borrowing by the City for a term greater than one year must first be approved by the voters at a meeting duly warned, noticed, and held for that purpose.

NOW THEREFORE, be it resolved that public good and necessity require that the proposition of the City issuing tax-exempt general obligation bonds or notes of the City in an amount not to exceed ONE MILLION EIGHT HUNDRED THOUSAND and 00/100 DOLLARS (\$1,800,000.00) to refund the Fiscal Year 2025 deficit in the general fund be presented to the legal voters of the City at a Special City Meeting duly warned, noticed, and held for that purpose at the earliest practical date and at a time as determined by the City Council; and

BE IT FURTHER RESOLVED that the proposition of incurring general obligation debt to refund the deficit cannot be delayed or postponed until the next Annual Meeting of the City in March 2026 and therefore a Special City Meeting is required to be warned, noticed, and held to consider the proposition of incurring general obligation debt to refund the deficit; and

BE IT FURTHER RESOLVED that a Special City Meeting is called to be held on Tuesday, August 12, 2025, to vote by Australian ballot on the proposition of issuing general obligation bonds or notes to refund the general fund deficit beginning at eight o'clock in the forenoon (a.m.) and continuing until seven o'clock in the afternoon (p.m.) at the location specified in the warning for said Special City Meeting as attached hereto and hereby approved; and

BE IT FURTHER RESOLVED that the attached form of Ballot is specifically adopted for use in connection with consideration of the above-stated proposition of issuing general obligation bonds to refund the Fiscal Year 2025 general fund deficit; and

BE IT FURTHER RESOLVED that the City Council will hold a public informational hearing on the proposition of issuing general obligation bonds to refund the deficit on Monday, August 11, 2025, commencing at six o'clock (6:00) in the afternoon (p.m.) at the Newport Municipal Building, 222 Main Street in the City; and

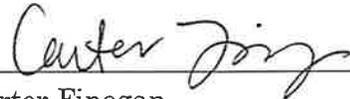
BE IT FURTHER RESOLVED that all acts relating to the proposition of incurring bonded indebtedness and the issuance of general obligation bonds or notes of the City for the purpose of paying off its general fund deficit be in accordance with the provisions of Chapters 51 and 53 of Title 24 and Chapter 7 of Title 24 Appendix, Vermont Statutes.

Dated at Newport, Vermont this 7 day of July, 2025.

CITY OF NEWPORT CITY COUNCIL


Rick Ufford-Chase, Mayor

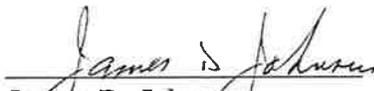

Kevin Charboneau,
Council President


Carter Finegan


John Monette


Andrew Touchette

ATTEST:


James D. Johnson
City Clerk/Treasurer

CITY OF NEWPORT
OFFICIAL BALLOT
AUGUST 12, 2025

ARTICLE 3

Shall general obligation bonds or notes of the City of Newport, Vermont, in an amount not to exceed One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) be issued to refund a deficit in the general fund account?

If in favor of the bond issue, make a cross (X) in this square

If opposed to the bond issue, make a cross (X) in this square

NECESSITY RESOLUTION
REFUNDING OF DEFICIT IN SEWER FUND
July 7, 2025

WHEREAS, at the conclusion of the 2025 Fiscal Year, the sewer fund of the City of Newport, Vermont ("City"), ended with a deficit, meaning that there was an excess of the current liabilities and liability reserves of the sewer fund over its current assets; and

WHEREAS, the ordinary income and revenue of the City will be insufficient to repay the sewer fund deficit prior to the end of the 2026 Fiscal Year; and

WHEREAS, the City has authority to issue bonds or notes and to borrow for a term greater than one year to refund the deficit under 24 V.S.A. Chapters 51 and 53; and

WHEREAS, the Charter of the City, 24 Appendix V.S.A. Chapter 7, requires that any borrowing by the City for a term greater than one year must first be approved by the voters at a meeting duly warned, noticed, and held for that purpose.

NOW THEREFORE, be it resolved that public good and necessity require that the proposition of the City issuing tax-exempt general obligation bonds or notes of the City in an amount not to exceed ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) to refund the Fiscal Year 2025 deficit in the sewer fund be presented to the legal voters of the City at a Special City Meeting duly warned, noticed, and held for that purpose at the earliest practical date and at a time as determined by the City Council; and

BE IT FURTHER RESOLVED that the proposition of incurring general obligation debt to refund the sewer fund deficit cannot be delayed or postponed until the next Annual Meeting of the City in March 2026 and therefore a Special City Meeting is required to be warned, noticed, and held to consider the proposition of incurring general obligation debt to refund the deficit; and

BE IT FURTHER RESOLVED that a Special City Meeting is called to be held on Tuesday, August 12, 2025, to vote by Australian ballot on the proposition of issuing general obligation bonds or notes to refund the sewer fund deficit beginning at eight o'clock in the forenoon (a.m.) and continuing until seven o'clock in the afternoon (p.m.) at the location specified in the warning for said Special City Meeting as attached hereto and hereby approved; and

BE IT FURTHER RESOLVED that the attached form of Ballot is specifically adopted for use in connection with consideration of the above-stated proposition of issuing general obligation bonds or notes to refund the Fiscal Year 2025 sewer fund deficit; and

BE IT FURTHER RESOLVED that the City Council will hold a public informational hearing on the proposition of issuing general obligation bonds to refund the sewer fund deficit on Monday, August 11, 2025, commencing at six o'clock (6:00) in the afternoon (p.m.) at the Newport Municipal Building, 222 Main Street in the City; and

BE IT FURTHER RESOLVED that all acts relating to the proposition of incurring bonded indebtedness and the issuance of general obligation bonds or notes of the City for

the purpose of paying off its sewer fund deficit be in accordance with the provisions of Chapters 51 and 53 of Title 24 and Chapter 7 of Title 24 Appendix, Vermont Statutes.

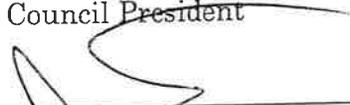
Dated at Newport, Vermont this 7 day of July, 2025.

CITY OF NEWPORT CITY COUNCIL


Rick Ufford-Chase, Mayor

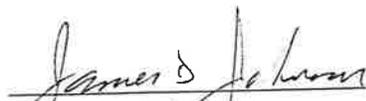

Kevin Charboneau,
Council President


Carter Finegan


John Monette


Andrew Touchette

ATTEST:


James D. Johnson
City Clerk/Treasurer

CITY OF NEWPORT
OFFICIAL BALLOT
AUGUST 12, 2025

ARTICLE 4

Shall general obligation bonds or notes of the City of Newport, Vermont, in an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) be issued to refund a deficit in the sewer fund?

If in favor of the bond issue, make a cross (X) in this square

If opposed to the bond issue, make a cross (X) in this square

CERTIFIED RESOLUTION

The undersigned members of Newport, VT City Council, hereby certify as follows:

At a meeting of the Newport City Council duly warned and held on July 7, 2025, with a quorum present at all times, the following resolution was adopted by the affirmative vote of a majority of said City Council; and that said resolution has not been rescinded or amended in any way.

RESOLVED: That the Newport City shall move to terminate with proper notice Grant Agreement #07110-DTF-2022-09 associated with the Coventry Street & Main Street Improvement Project held with The Vermont Agency of Commerce and Community Development

Dated at Newport, Vermont this 7th day of July 2025.



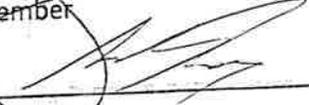
Mayor



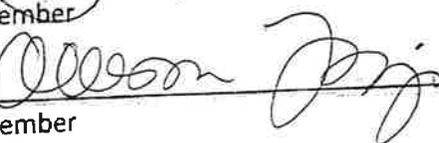
Council President



Member



Member



Member

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 07/03/25 To 07/03/25

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
CNB DERBY COMMUNITY NATIONAL BANK	071625	PD 2024 Chevy Tahoe	1644.50	0.00			--/--/--
M&T/WILMI M&T BANK/WILMINGTON TRUST	070125	RF3-129 Arsenic Plant	167178.17	0.00			--/--/--
M&T/WILMI M&T BANK/WILMINGTON TRUST	07012025	RF1-150 Prive Pump	14042.16	0.00			--/--/--
M&T/WILMI M&T BANK/WILMINGTON TRUST	07 01 25	RF3-095 Water Well	42285.52	0.00			--/--/--
MYREC.COM MYRECDEPT.COM	032180265	P&R Annual Subscription	3295.00	0.00			--/--/--
NWPT CNCT NEWPORT AREA CONCERT BAND	07032025	Appropriation	500.00	0.00			--/--/--
PASSBK PD PASSUMPSIC SAVINGS BANK	070325	2023 PD Ford Explorer	1464.92	0.00			--/--/--
PASSBK PD PASSUMPSIC SAVINGS BANK	07072025	Tower LOC	9162.92	0.00			--/--/--
SANTANDER SANTANDER BANK N.A.	16273298	FD SCBA Lease	24645.72	0.00			--/--/--
CHRONICLE THE CHRONICLE INC	13082	Office Admin Ads	59.00	0.00			--/--/--
VTSFRINGS VERMONT SPRINGS LLC	087095	C/T Water Supplies	24.24	0.00			--/--/--
VTSFRINGS VERMONT SPRINGS LLC	087111	Council Water Supplies	31.23	0.00			--/--/--
VT TREAS VERMONT STATE TREASURER	071525	Marriage License Fees	1105.00	0.00			--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07 26 25	Electric Services	3554.22	0.00			--/--/--
W B MASON W.B. MASON CO., INC.	255170759	Office Supplies	9.49	0.00			--/--/--
W B MASON W.B. MASON CO., INC.	255139031	Office Supplies	41.99	0.00			--/--/--
Report Total			269,044.08	0.00	0.00		

CITY COUNCIL

To the Treasurer of City of Newport, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***269,044.08

Let this be your order for the payments of these amounts.

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
BENND0	BENNETT, DONNA J.	22226	07/10/25	1206.31	0.00
BERNTH	BERNIER, THOMAS L.	E2089640	07/10/25	0.00	2323.48
BINGTR	BINGHAM, TRAVIS R.	E2089616	07/10/25	0.00	2284.06
BLAIJE	BLAIS, JEFFREY C.	E2089666	07/10/25	0.00	1002.41
BORSSA	BORSARI, SAMUEL J.	22219	07/10/25	1944.30	0.00
BOUCBE	BOUCHER, BENJAMIN G.	E2089641	07/10/25	0.00	1494.92
BRASAR	BRASSARD, ARNOLD J.	22238	07/10/25	370.03	0.00
BROWMI	BROWN, MICHAEL E.	E2089658	07/10/25	0.00	335.84
BROWMI	BROWN, MICHAEL E.	E2089657	07/10/25	0.00	1736.69
Total of 2 items for BROWMI				0.00	2072.53
BRUNAE	BRUNELL, AERO M.	22227	07/10/25	600.01	0.00
BRYASC	BRYANT, SCOTT A.	E2089629	07/10/25	0.00	1660.81
BURDRO	BURDICK, ROBERT A., JR	E2089642	07/10/25	0.00	1485.74
CAMBTU	CAMBER, TUCKER J.	E2089643	07/10/25	0.00	1524.76
CARRER	CARRIER, ERIC A.	E2089653	07/10/25	0.00	1571.54
CHENFR	CHENEY, FRANCIS E., III	E2089615	07/10/25	0.00	2188.28
CHURRO	CHURCHILL, ROBYN D. H.	E2089612	07/10/25	0.00	1448.83
COLLDA	COLLINS, DANIEL F.	22221	07/10/25	1682.85	0.00
CORCCA	CORCORAN, CARLOTTA A.	22228	07/10/25	222.98	0.00
DECKAR	DECKER, ARROW M.	E2089669	07/10/25	0.00	178.48
DILLTR	DILLON, TRAVIS J.	E2089644	07/10/25	0.00	1762.96
FINNPA	FINN, PATRICK W.	E2089659	07/10/25	0.00	1555.45
FLYNKU	FLYNN, KURK O.	E2089630	07/10/25	0.00	2741.58
GAGELA	GAGE, LARRY L., JR	E2089645	07/10/25	0.00	1640.04
GONYAN	GONYAW, ANDREW T.	E2089617	07/10/25	0.00	2535.52
GOSSRO	GOSELIN, ROBERT J.	E2089668	07/10/25	0.00	1304.93
GOSSROG	GOSELIN, ROGER M.	E2089636	07/10/25	0.00	155.14
GREECA	GREENWOOD, CALEB S.	22236	07/10/25	729.38	0.00
GRENLE	GRENIER, LEO C., III	22222	07/10/25	1886.86	0.00
GRUBRO	GRUBE, ROSS E.	E2089654	07/10/25	0.00	1910.76
GUYEDA	GUYER, DAVIS M.	E2089618	07/10/25	0.00	2319.25
HARTER	HARTMAN, ERIC P.	E2089646	07/10/25	0.00	1232.38
HERMJA	HERMAN, JASON M.	E2089655	07/10/25	0.00	2086.16
HIGGMI	HIGGINSON, MITCHELL R.	E2089660	07/10/25	0.00	932.47
HORNDU	HORNE, DUSTIN J.	E2089634	07/10/25	0.00	1087.76
JACODA	JACOBS, DAVID M.	E2089635	07/10/25	0.00	132.98
JACOTA	JACOBS, TANNER D.	E2089619	07/10/25	0.00	1889.48
JOHNJA	JOHNSON, JAMES D.	E2089613	07/10/25	0.00	1814.85
KEITNI	KEITHAN, NICHOLAS N.	E2089620	07/10/25	0.00	134.31
KEMPSA	KEMPTON, SARA L.	E2089661	07/10/25	0.00	32.32
LACOKE	LACOSS, KEVIN W.	E2089638	07/10/25	0.00	532.78
LANCAL	LANCASTER, ALEX R.	E2089650	07/10/25	0.00	600.01
LANCAL	LANCASTER, ALEX R.	E2089651	07/10/25	0.00	1026.03
Total of 2 items for LANCAL				0.00	1626.04
LANCRJ	LANCASTER, ROYCE J., JR	E2089647	07/10/25	0.00	1546.47
LANCRO	LANCASTER, ROYCE E., SR	E2089621	07/10/25	0.00	3648.15

07/08/25
11:15 am

City of Newport Payroll
Check Warrant Report #
Check date 07/10/25 to 07/10/25

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rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
LECLJJ	LECLAIR, JAMES A., JR	E2089622	07/10/25	0.00	2406.97
LEINEM	LEINOFF, EMILY R. L.	E2089631	07/10/25	0.00	2069.39
LILLJO	LILLIS, JOSHUA S.	E2089623	07/10/25	0.00	2323.29
MARCCO	MARCOUX, COREY J.	E2089648	07/10/25	0.00	976.65
MARCKI	MARCOTTE, KIERA B.	22230	07/10/25	934.90	0.00
MARSJA	MARSH, JARED A.	E2089656	07/10/25	0.00	1585.90
MATTCH	MATTHEWS, CHRISTOPHER B.	E2089652	07/10/25	0.00	1026.03
MAYHCO	MAYHEW, COLLEEN A.	22225	07/10/25	271.93	0.00
MCCAED	MCCARTER, EDWARD R.	22237	07/10/25	557.93	0.00
MCGINA	MCGILLIVRAY, NATHAN J.	22231	07/10/25	1105.57	0.00
MILLER	MILLER, ERIC R.	E2089632	07/10/25	0.00	1757.57
MORIJO	MORIN, JONATHAN L.	E2089624	07/10/25	0.00	2820.34
MOULCH	MOULTON, CHARLES D.	E2089625	07/10/25	0.00	2983.90
OLIVLU	OLIVER, LUC X.	22223	07/10/25	1026.03	0.00
PATEAN	PATENAUDE, ANDREW M.	E2089649	07/10/25	0.00	1730.91
PHILEM	PHILLABAUM, EMILY G.	22220	07/10/25	303.97	0.00
PROVHA	PROVENCHER, HAZEN M.	22229	07/10/25	664.20	0.00
PRUESA	PRUE, SASHA S.	22232	07/10/25	903.61	0.00
RIVARO	RIVARD, ROBERT L.	E2089662	07/10/25	0.00	1006.59
RIVENI	RIVERS, NICHOLAS R.	E2089626	07/10/25	0.00	2291.25
RONDJO	RONDEAU QUARMBY, JOSEE	E2089663	07/10/25	0.00	1054.97
ROSSNY	ROSSI, NYLA T. E.	E2089667	07/10/25	0.00	915.16
ROSSTE	ROSSI, TELS A. E.	E2089664	07/10/25	0.00	473.96
ROWEJO	ROWE, JONATHAN M.	22239	07/10/25	349.89	0.00
RUSSIV	RUSSELL, IVY A.	22233	07/10/25	1007.56	0.00
SMITCO	SMITH, CODY M.	E2089627	07/10/25	0.00	2058.37
SMITGR	SMITH, GREGORY P.	22235	07/10/25	588.16	0.00
STORRI	STORY, RICHARD P.	E2089670	07/10/25	0.00	813.01
SYKECO	SYKES, COLIN S.	E2089628	07/10/25	0.00	1832.80
THERST	THERRIEN, STACEY L.	E2089614	07/10/25	0.00	1060.90
THOMBE	THOMPSON, BENJAMIN J.	22224	07/10/25	1026.03	0.00
WALTKR	WALTERS, KRISTEN L.	E2089637	07/10/25	0.00	232.73
WATEAM	WATERMAN, AMBER E.	E2089665	07/10/25	0.00	96.97
WATTKR	WATTERS, KRISTEN M.	22234	07/10/25	1016.61	0.00
WELLMO	WELLS, MONICA R.	E2089633	07/10/25	0.00	1646.64
YOUNJE	YOUNG, JEFFREY R.	E2089639	07/10/25	0.00	1482.81
				-----	-----
				18399.11	86504.73
				=====	=====

07/08/25
11:15 am

City of Newport Payroll
Check Warrant Report #
Check date 07/10/25 to 07/10/25

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rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
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To the Treasurer of City of Newport Vermont:

We hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ *104,903.84

Let this be your order for the payments of these amounts.

City Council:



Kittell Branagan & Sargent

Chartered Accountants

100 Main Street, Suite 200
Newport, Vermont 05855

June 12, 2025

City of Newport, Vermont
22 Main Street
Newport, VT 05855

We are pleased to confirm our understanding of the services we are to provide for City of Newport, Vermont for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Newport, Vermont as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Newport, Vermont's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Newport, Vermont's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Proportionate Share of the Net Pension Liability
- 4) Schedule of Contribution

We have also been engaged to report on supplementary information other than RSI that accompanies City of Newport, Vermont's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements

- 1) Schedule of expenditures of federal awards.
- 2) Combining Balance Sheet – Non- Major Government Funds
- 3) Combining Statements of Revenue, expenditures and Changes in Fund Balance – Non- Major Government Funds
- 4) Combining Statements of Net Positions – Private-Purpose Trust Funds
- 5) Combining Statement of Changes in Fiduciary Net Position of Private-Purpose Trust Funds

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls
- Improper Revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Newport, Vermont's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Newport, Vermont's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Newport, Vermont's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements).

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on July 28, 2025.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance;

(2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Newport, Vermont in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to City of Newport, Vermont; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. The audit documentation for this engagement is the property of Kittell, Branagan & Sargent and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kittell, Branagan & Sargent personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andrew M. Bachand, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately July 28, 2025.

Our fees for these services will be based on actual time spent at our hourly rates for the audit and the single-audit plus out-of-pocket costs such as report production, word processing, postage, etc. We estimate that fee will not exceed \$55,000, but could be less dependent on actual time spent at our hourly rates and out of pocket costs as indicated above. This fee estimate contemplates that conditions satisfactory to the normal progress and completion of the audit will be encountered and that the City of Newport, Vermont accounting personnel will furnish maximum assistance in connection with the preparation of necessary detail schedules and the production of documents for the auditors' inspection. Our invoices for these fees will be rendered bi-weekly as work progresses and are payable on presentation. Work may be suspended if your account balance becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will have deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all unpaid invoices and any unbilled time expended and out of pocket expenditures through date of termination.

Reporting

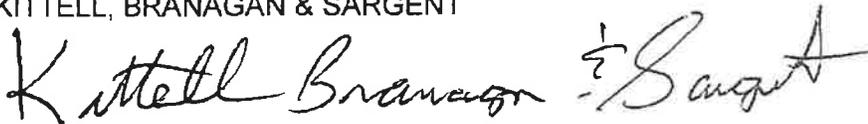
We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City council of City of Newport, Vermont. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Newport, Vermont and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

KITTELL, BRANAGAN & SARGENT



RESPONSE:

This letter correctly sets forth the understanding of City of Newport, Vermont.

Management signature: 

Title: MAYOR, FOR CURRENTLY VACANT CITY MANAGER

Date: 7/15/2025

Governance signature: 

Title: Newport City Council Member

Date: 7/15/25

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-384-1.0

Loan Amount: \$22,200.00

1. City of Newport, the Municipality, hereby certifies to the Vermont Bond Bank (“Bond Bank”) that:
 - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A;
 - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
 - (i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and
 - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
 - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality’s certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any

changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Clean Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the loan proceeds solely for the project for which the loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Funds will be disbursed from Federal Award ID Number CS500001## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$1,000,000 or more from all Federal sources, the Municipality shall

have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Department of Environmental Conservation to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), may apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208, as applicable.

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:



Secretary

VERMONT BOND BANK

By: 

Executive Director

Attest:

Clerk

City of Newport

By: _____
Chair of the Governing Body

And by:

Treasurer

Date _____

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This loan is for a PER Addendum to address the Gardner Park Siphon Upgrade as identified in the CSO Long Term Control Plan

Conditions:

1. Repayment of this loan shall commence no later than five (5) years after the execution of the loan, unless the terms of the loan indicate the loan principal will be completely forgiven.
2. If the project funded with this loan proceeds to construction within five (5) years of loan execution and the construction project is funded with a SRF loan, the planning loan will be consolidated with the construction loan.
3. The engineer will meet with the Water Investment Division (WID) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the WID engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by WID.
4. After completion of planning, if project construction is to be fully funded by grants and/or loans administered by other federal, state, or local funding agencies (referred to as "alternative funding"), the Applicant will, within sixty (60) days of receiving alternative funds, repay the entire portion of the CWSRF planning loan. Under certain circumstances partial or full planning loan forgiveness may be allowable, such as when planning costs are not being paid for from alternative funds.
5. The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
- Coastal Zone Management 16 USC §1451
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act, 16 USC §1531
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271
- Section 504 of the Rehabilitation Act of 1973

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975
- Title VI of the Civil Rights Act of 1964
- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business

participation

- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972; Prohibition against sex discrimination
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)

EXHIBIT C

\$22,200.00

UNITED STATES OF AMERICA
STATE OF VERMONT
City of Newport
GENERAL OBLIGATION NOTE

The City of Newport (hereinafter called the "Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank, or registered assigns, the not-to-exceed sum of \$22,200.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 3/1/2030 as follows:

There is no repayment schedule for this loan. Loan principal and loan principal forgiveness are equal.

EXHIBIT C

This Note is payable in lawful money of the United States at M&T Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 1/31/2025.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

City of Newport

By: _____

Majority of its Governing Body

Date _____

Treasurer

EXHIBIT C

\$22,200.00

City of Newport

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank St, Suite 401, Burlington, VT 05402.

Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE
(General Obligation)
(Vermont Clean Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the City of Newport (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public wastewater improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same shall be submitted to the legal voters at meetings thereof, and it will be ordered, all of which action will be hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in planning for the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Bond Bank respecting a Loan from said Bank in the amount of \$22,200.00 to be discounted by the amount of up to \$22,200, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

EXHIBIT D

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$22,200.00 to the Vermont Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that M&T Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Note, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

EXHIBIT D

ATTEST:

City of Newport

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
		City of Newport		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) C
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)	
5	Address (number, street, and apt. or suite no.). See instructions. 222 Main Street		Requester's name and address (optional)	
6	City, state, and ZIP code Newport, VT 05855			
7	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
0	3	-	6	0	0	0	5	9	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 7/14/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Water Infrastructure FINANCING PROGRAMS



STEP I & II STATE WATER REVOLVING LOAN PROGRAMS

State Revolving Loan Programs FUNDING APPLICATION

IMPORTANT: Please select the Type of Entity and Loan Type(s) before completing the application. This information is used to set up the rest of the form. **This form MUST be completed electronically, handwritten applications will not be accepted.**

Select the Type of Entity this application is for:

- Municipality, Fire District, or other similar entity
- Homeowners Association, LLC, Proprietorship, 501(c)3 Non-Profit, or other similar entity

LOAN TYPE

This section may be completed by engineer or applicant

A draft [Engineering Services Agreement \(ESA\)](#) must be submitted via [ANR Online](#). Do not submit a draft ESA with this loan application.

This loan will be used for (select all that apply):

- Step I Drinking Water Loan (Feasibility & Planning)
- Step II Drinking Water Loan (Final Design)
- Step III Drinking Water Loan (Construction)
- Drinking Water Loan Amendment
- Municipal Source Water Protection Loan
- Step I Clean Water Loan (Feasibility & Planning)
- Step II Clean Water Loan (Final Design)
- Step III Clean Water Loan (Construction)
- Clean Water Loan Amendment
- CWSRF Interim Financing
- Pollution Control or ARPA Grant

ANR Online Submission ID from the "Engineering Services Agreement Review and Approval" form:

HQi-49WN-PN8B1

APPLICANT INFORMATION

This section may be completed by engineer or applicant

LOAN APPLICANT		DATE OF APPLICATION	
City of Newport		Dec 27, 2024	
SYSTEM NAME	WSID NUMBER	WASTEWATER PERMIT NUMBER	
Newport Wastewater System		3-1241	
MAILING ADDRESS	TOWN	STATE	ZIP+4
222 Main Street	Newport City	VT	05855 -
PHONE	CELL PHONE	TAX ID	SAM UNIQUE ENTITY ID
(802) 334-51303-6		03-6000595	W X J Y A V U 7 J 4 8 1

CONTACT PERSON - AUTHORIZED REPRESENTATIVE

This section may be completed by engineer or applicant

All authorized representatives and any alternate authorized representatives must be members of the owner's governing body or direct employees of the owner and may not be independent contractors working for the owner.

CONTACT NAME		TITLE		
<input type="text" value="Thomas Bernier"/>		<input type="text" value="Public Works Director"/>		
MAILING ADDRESS		TOWN	STATE	ZIP
<input type="text" value="222 Main Street"/>		<input type="text" value="Newport City"/>	<input type="text" value="VT"/>	<input type="text" value="05855"/>
PHONE	CELL PHONE	EMAIL ADDRESS		
<input type="text" value="(802) 334-2124"/>	<input type="text" value="(802) 323-9734"/>	<input type="text" value="thomas.bernier@newportvermont.org"/>		

ALTERNATE AUTHORIZED REPRESENTATIVE(S) (At least one Alternate Authorized Representative is Required)

This section may be completed by engineer or applicant

AUTHORIZED REPRESENTATIVE NAME		TITLE		
<input type="text"/>		<input type="text"/>		
MAILING ADDRESS		TOWN	STATE	ZIP
<input type="text"/>		<input type="text"/>	<input type="text" value="VT"/>	<input type="text"/>
PHONE	CELL PHONE	EMAIL ADDRESS		
<input type="text"/>	<input type="text"/>	<input type="text"/>		

ENGINEERING FIRM & REPRESENTATIVE (or Legal Firm and Attorney's Name if this is a Source Protection Loan)

This section may be completed by engineer or applicant

FIRM NAME		CONTACT NAME		
<input type="text" value="Aldrich + Elliott PC"/>		<input type="text" value="Jason Booth"/>		
MAILING ADDRESS		TOWN	STATE	ZIP
<input type="text"/>		<input type="text"/>	<input type="text" value="VT"/>	<input type="text"/>
PHONE	CELL PHONE	EMAIL ADDRESS		
<input type="text"/>	<input type="text"/>	<input type="text"/>		

LOAN AMENDMENT SECTION

This section may be completed by engineer or applicant

Please describe the reason for the need for increased funds:

Loan Number to be amended:	<input type="text" value="RF1-254-1.1"/>
Amount requested for this amendment: \$	<input type="text" value="22,200"/>
Total loan amount including this amendment: \$	<input type="text" value="117,400"/>

Please describe the effect on rates at the higher loan amount:

List any current or potential connections using greater than 5% of demand or provide a general description of service area.

KEY PERSONNEL

Please list the names and qualifications of the following key personnel including areas of expertise, years of experience in similar programmatic work, years at current position, and/or any relevant qualifications.

Please include all personnel related to the loan. Authorized Rep, Alternative Authorized Rep(s), Clerk, Board Members, Financial Manager, etc.
Failure to include all key personnel will result in the application being considered incomplete.

NAME

POSITION (select from the list or enter another value)

James Johnson

Clerk

QUALIFICATIONS:

NAME

POSITION (select from the list or enter another value)

Thomas Bernier

Public Works Director

QUALIFICATIONS:

Add Another Key Person

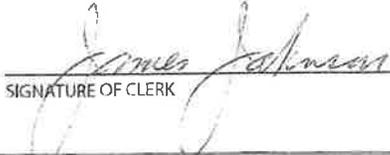
Certification

The Applicant certifies that it possesses the legal authority to apply for the SRF loan, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed as an official act of the Applicant's Legislative Body authorizing the filing of the application. A resolution, motion, or similar action has been duly adopted or passed authorizing the person identified herein as the authorized representative of the Applicant in connection with the project for the purpose of furnishing information, data and documents pertaining to the project as required by the State of Vermont.

Authorization Date:

Clerk Certification

Clerk Signature Date:


SIGNATURE OF CLERK

James Johnson
PRINT NAME

Authorized Representative Certification

Authorized Representative Signature Date:


SIGNATURE OF AUTHORIZED REPRESENTATIVE

Thomas Bernier
PRINT NAME

Submit completed application and all attachments via the ANR Online website at:

<https://anronline.vermont.gov/?formtag=SRFLoanIntake>