

## **Council Minutes**

**December 15, 2025**

A duly warned meeting of the Newport city council was held on Monday, December 15, 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, Financial and Office Administrator Kari Schulze, Police Chief Travis Bingham, Rec. Director Mike Brown, Public Works Director Tom Bernier, Chip Stearns, Dominic Cloud, John Klesch, Chet Greenwood, Frank Cheney

Mayor Ufford-Chase opened the meeting at 6:00 pm.

### **Additions/Deletions**

None

### **Consent Agenda, Minutes of 12/1/25, AP Warrants 12/4/25 & 12/12/25, Liquor Licenses**

Mr. Monette moved to approve the consent agenda. Seconded by Mr. Touchette, motion carried.

### **Consideration of Approval of City Manager Search Contract with VLCT**

Dominic Cloud gave a presentation on how a search a city manager would be conducted. Ms. Carter moved to approve the contract with VLCT, authorize the mayor to sign the contract and change the title to Vermont League of Cities and towns. Seconded by Mr. Touchette, motion carried.

### **Personnel policy – Executive Session per 1 V.S.A. 313(a) (1) (F)**

Mr. Charboneau moved that premature public knowledge of the City's attorney client communications would place the City at a disadvantage. Seconded by Mr. Monette, motion carried.

Mr. Charboneau moved to enter executive session to discuss confidential attorney-client communications for the purpose of rendering legal services to the City regarding final recommendations on the personnel policy and invite attorney John Klesch into executive session. Seconded by Mr. Monette, motion carried.

Mr. Monette moved to come out of executive session. Seconded by Mr. Touchette, motion carried.

No action.

Mr. Charboneau moved to approve the revised Personnel Policy as presented. Seconded by Ms. Finegan, motion carried.

#### **Resolution Regarding Snowmobile use of Beebe Spur Trail**

Ms. Finegan moved to approve the resolution declaring the Newport City's opposition to allowing snowmobiles on the Beebe Spur Rail Trail during the winter. Seconded by Mr. Touchette, motion carried.

#### **Review Balance Sheets and Budget to Actuals YTD**

Chip Stearns reviewed the Balance Sheets, Due /To Due/From Summary Report and Budget Status Report with the council.

#### **Budget Presentation**

Mayor Ufford-chase gave an update on the Vermont Bond Bank application.

Ms. Schulze and Mr. Bernier reviewed the draft 2026-27 Water/Sewer budgets with the council.

Chip Stearns, Ms. Schulze and Department heads reviewed debt service and proposed capital Expense with the council.

#### **Financial Reporting and Fiscal Practices**

Ms. Finegan presented a Credit Card Policy to the city council. Ms. Finegan moved to approve the Credit Card Policy. Seconded by Mr. Monette, motion carried.

Ms. Finegan updated the council on the Bank of America Agreement. Ms. Finegan moved to approve Credit Card Policy acknowledgement. Seconded by Mr. Monette, motion carried.

#### **City Charter, Consideration by Council to Warn a Second Public Hearing Thirty Days in Advance**

Ms. Finegan moved to warn a Special Meeting for a second public hearing on proposed charter revisions to be held on January 21, 2026. Seconded by Mr. Monette, motion carried.

#### **Municipal Planning Grant**

Ms. Finegan stated that the City has been awarded a grant to investigate Thermal Networking Opportunities.

### **Review of Current Grants**

Mr. Cheney reviewed all current grants with the council.

### **Executive Session Regarding Pay Increases for Specific Employees 1 V.S.A. 313(a) (3)**

Ms. Finegan moved to enter into executive session per 1 V.S.A. 313(a) (3) and invite Mr. Bernier into the session. Seconded by Mr. Charboneau, motion carried.

Mr. Monette moved to come out of executive session. Seconded by Mr. Touchette, motion carried.

No action.

### **Task Force Reports**

Water/ Sewer, Mr. Monette noted working on water/sewer budget and policy questions. Next meeting January 8<sup>th</sup>.

Housing Insecurity, Public Encampments, Community Safety, Mr. Charboneau no report. Mayor Ufford-Chase reported the warming shelter may be open by Christmas.

Fire department Strategic Planning, Mr. Touchette had no report.

### **Public Comment**

Ms. Chiarello commented on the charter regarding loans

Ms. Bjurling commented on the charter and personnel policy regarding at will employees.

### **New Business**

None

### **Old Business**

None

### **Next Meeting Date**

Mr. Monette moved to set the next meeting for December 22, 2025. Seconded by Ms. Finegan, motion carried.

**Adjournment**

Mr. Charboneau moved to adjourn at 10:00 PM. Seconded by Mr. Touchette, motion carried.

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

 \_\_\_\_\_ Mayor

## **CREDIT CARD POLICY**

*Newport City*

**December 15, 2025**

**PURPOSE.** Credit cards provide a convenient method of obtaining goods and services for the City. However, by their nature, credit cards provide an opportunity for unauthorized purchases and fraudulent activity. The purpose of this policy is to establish criteria for the proper use of credit cards when conducting City business.

**CARD HOLDERS AND LIMITS.** The City Council will determine which positions and employees of the City will be authorized to use a City credit card. Current policy designates the following as purchasing agents: City Manager, City Treasurer, Department Heads, and designees. Prior to credit card use, authorized purchasing agents must have a completed Credit Card Policy Acknowledgement Form. Cards will be issued to positions, not personal names, of authorized purchasing agents. Newport City will have a limit of \$50,000.00 in credit line on the card, with purchase exceeding \$5,000.01 triggering review by City Manager and/or council.

**CREDIT CARD USE.** Credit cards issued under this policy may only be for purchasing agents to conduct City business. Credit cards may not be used for personal purchases, cash advances, or purchases that exceed the cardholder's authorized purchase limit. A cardholder who makes unauthorized purchases or advances will be liable for the amount of such purchases or advances, plus any administrative fees charged by the bank in connection with the misuse. Employees may be subject to disciplinary action for misuse of a City credit card, up to and including termination.

**SECURITY.** Authorized credit card users are responsible for the card's protection and custody and shall immediately notify the City Manager and the credit card company or bank if the credit card is lost or stolen.

**DOCUMENTATION AND PAYMENT.** Each month, with submission of the credit card bill to the treasurer, authorized credit card users shall submit documentation detailing the goods or services purchased, the cost of the goods or services, the date of the purchase, the official business for which it was purchased and the reference account for the expense to be used. For over-the-counter purchases, documentation will include the invoice and customer copy of the charge receipt. For internet purchases, documentation will include a copy of the receipt and order confirmation page. For telephone purchases, documentation will include a faxed copy of the receipt from the vendor. City and staff will make timely payments toward the line of credit to avoid interest payments and impacts on credit. The Financial and Office Administrator will administer cards and has the authority to submit payments on card balance. If credit payments are due prior to council convening, the card administrator will coordinate with the City Treasurer's office to submit timely payment and prepare a warrant for the same to present at the next available City Council meeting after approval by the City Manager or Mayor.

**SEPARATION.** Prior to separation from the City, cardholders will surrender the credit card to the City Manager or Mayor.

The foregoing Policy is hereby adopted by the City Council of the City of Newport, Vermont, this 15th day of December and is effective as of this date until amended or repealed.

(Continued on next page)

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C Treasurer

City Council members

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# Credit Card Policy Acknowledgement Form for Authorized Purchasing Agents

## Employee Information

Full Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Department: \_\_\_\_\_

Date: \_\_\_\_\_

## Policy Acknowledgment

I, \_\_\_\_\_, acknowledge that I have received, read, and understood the City's policies outlined in the Credit Card Policy. I agree to comply with these policies and understand that failure to adhere may lead to disciplinary action, up to and including termination of employment or contract. I understand that these policies may be updated as required, and I will be informed of any changes. By signing below, I confirm my acceptance of these policies and agree to abide by the standards set forth.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

City Manager or Mayor

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF NEWPORT  
SERVICE AGREEMENT  
WITH  
VERMONT LEAGUE OF CITIES AND ~~CITIES~~ TOWNS**

**THIS AGREEMENT**, made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the Vermont League of Cities and Towns, hereinafter referred to as the "**LEAGUE**," and the City of Newport, Vermont, hereinafter referred to as the "**CITY**".

**WHEREAS**, the **CITY** has determined that there is a need for assistance in the recruitment for the position of City Manager.

**WHEREAS**, the **LEAGUE** will provide recruitment consulting assistance upon the terms and conditions of the mutual covenants, promises and agreements contained herein, the parties agree to the following:

**A. IT IS MUTUALLY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. That this agreement shall become effective upon legislative action during a duly warned meeting by the **CITY** and the **LEAGUE**.
2. That the **LEAGUE** and **CITY** agree that the recruitment process for a City Manager will take between three (3) and six (6) months, though some processes may take longer.
3. That this agreement may be amended, in writing, by mutual consent of the **CITY** and the **LEAGUE**.
4. That the **LEAGUE** is an independent contractor and is not to be considered an employee of the **CITY** for any purpose.

**B. THE LEAGUE AGREES TO PROVIDE THE FOLLOWING SERVICES AS NEEDED:**

The **LEAGUE** will work with the **CITY** to provide the following services as needed:

1. Provide a consultant to manage, facilitate, and advise on the process and serve as principal administrative lead for the search committee and/or Selectboard.
2. Work with search committee and/or Selectboard to identify desired characteristics, attributes and qualifications to create a Position Profile.
3. Prepare a recruitment brochure that reflects the Position Profile and character of the community.
4. Review, revise or draft job description that aligns with recruitment brochure.
5. Recommend salary range based on recent experience, marketplace, and Position Profile.
6. Set a mutually agreeable recruitment timeline including deadlines for applications, interviews, second interviews and other associated critical milestones.
7. Draft and place advertisements in appropriate publications and on websites.



8. Receive, organize, and sort resumes for consideration by the **CITY**.
9. Draft proposed interview questions.
10. Conduct preliminary review of potential candidates prior to interviews.
11. Conduct reference checks and background investigations (criminal, social media, and credit) of the finalists and provide a written summary of those efforts to the **CITY**.
12. Serve as principal point of contact with applicants throughout the process.
13. Negotiate employment terms between **CITY** and candidate and work with the City Attorney to draft agreement.
14. Provide additional services as requested if intrinsically related to the City Manager selection process.

**C. THE CITY AGREES AS FOLLOWS:**

1. To provide all information necessary to conduct the recruitment process.
2. To, through legislative action (during a duly warned meeting), appoint a primary point of contact.
3. To make a final determination on which candidate to hire.
4. To honor the recruitment timeline.
5. To refrain from negotiating or communicating with candidates without knowledge of the **LEAGUE**.
6. To pay the **LEAGUE** for professional and administrative services:
  - a. A flat fee of \$12,000.00 for the **LEAGUE** consultant's time to deliver the services listed in item B.
  - b. Reimbursement for the direct costs of advertising, brochure design and expenses incurred during the project. (Estimated direct cost range: \$3,100.00 - \$5,000.00).
  - c. Contract fees and expenses shall be paid upon receipt of invoice from the **LEAGUE**.

**D. INDEMNIFICATION**

The **CITY** agrees to indemnify, defend, and hold harmless the **LEAGUE** and its employees from and against any and all claims, actions, demands and lawsuits (together "claims") and all resulting costs, liabilities, damages and expenses including reasonable attorneys' fees (together "liabilities") allegedly arising in whole or in part from any act or omission by the **LEAGUE** related to the services performed for the **CITY**.

**E. LIMITATION OF LIABILITY AND DAMAGES**

In no event shall the **LEAGUE's** liability and damages to the **CITY** for any claim made against the **LEAGUE** related in any manner to the services performed, or not performed, by the **LEAGUE** for the **CITY** exceed the amount of compensation the **LEAGUE** has received from the **CITY** for work performed under this Agreement. In no event shall the **LEAGUE** be liable to the **CITY** for any indirect, special or consequential damages, nor for any claim against the **LEAGUE** by any



person or entity arising from or in any way related to this Service Agreement.

The provisions hereof are binding on the parties hereto, their successors and assigns.

**VERMONT LEAGUE OF CITIES AND TOWNS**

**BY:** \_\_\_\_\_  
Executive Director

**DATE:** \_\_\_\_\_

**CITY OF NEWPORT**

**BY:** \_\_\_\_\_  
Rick Ufford-Chase, Mayor, City of Newport

**DATE:** \_\_\_\_\_



Draft Resolution – Newport – 12/8/25 – Draft 5

WHEREAS, Orleans County is blessed with a bounty of outdoor recreation activities such as hunting, fishing, boating, kayaking, running, biking, hiking, walking, snowmobiling, cross country skiing and downhill skiing, along with cherished and well used recreational infrastructure such as the 450 miles of groomed VAST snowmobile trails, The Craftsbury Outdoor Center, The Memphremagog Ski Touring Foundation (now known as Memphremagog Trails), and Jay Peak Resort that are a part of the lifeblood of our community and create a hub of outdoor recreation activity that draws visitors from near and far.

WHEREAS, when the Beebe Spur was first converted to a rail trail, in or around 1998, the Environmental Board ruled that there would be no adverse environmental impact (and no Act 250 jurisdiction to review the project) because no motorized vehicles would be allowed on the four miles of trail. As a result, Memphremagog Trails obtained permission to groom the trail in winter for traditional, two track skiing and for skating. In doing so, the Beebe Spur became linked to the cross-country ski trails in Primeau Woods and elsewhere.

WHEREAS, the Beebe Spur is four miles long, three of them in the Town of Derby and one of them within the City of Newport.

WHEREAS, for almost three decades, Memphremagog Trails, has invested in grooming equipment, its volunteers have regularly groomed the trail throughout the winter, and hundreds, if not thousands, of cross-country skiers and other pedestrians have made regular use of the trail, it being especially well used by young families, seniors, and elite skate skiers. Its gentle grade and extraordinary views make it an ideal and relatively pristine place for non-motorized winter recreation.

WHEREAS, the City of Newport and the Newport Downtown Development Corporation have spent years and significant resources promoting Newport and the surrounding towns of Orleans County as a hub of world-class outdoor recreational activity, including our VAST trail system and the Memphremagog Trail system. This includes a brochure featuring the Waterfront Recreational Path stretching from Newport to Beebe and including Memphremagog Trails.

WHEREAS, the 450 miles of the groomed VAST trail system in Orleans County and the groomed Memphremagog Trail system have co-existed together without adverse impact on either and to the mutual benefit of our entire community.

WHEREAS a handful of landowners abutting the Beebe Spur are intent on using the trail for access to the VAST Trail system and VTrans is intent on allowing such use.

WHEREAS. Pursuant to 23 U.S.C. § 217(h), motorized vehicles are not permitted on nonmotorized trails and pedestrian walkways funded under 23 U.S.C. Exceptions to this general rule exist for maintenance purposes, motorized wheelchairs, snowmobiles (when snow conditions **and State or local regulations permit**), electric bicycles, “and such other circumstances as the Secretary [of the United States Department of Transportation] deems appropriate.”

WHEREAS, 5 V.S.A. § 3408a (b)(11) prohibits the use of all motorized vehicles on the four Vermont Rail Trails, except for:

“(A) maintenance purposes;

“(B) snowmobiles, **subject to applicable State rules**, when the Vermont Association of Snow Travelers, Inc. has declared the Statewide Snowmobile Trail System officially open;”

WHEREAS, the four-mile Beebe Spur Rail Trail is only 7 feet wide in many parts (compared with LVRT and MVRT which are at least 8 and 10 feet wide), with steep embankments in many places, making it impossible for two-way snowmobile traffic and inherently dangerous for shared use with other users.

WHEREAS, any use of the trail by even a few snowmobiles will **ruin** the grooming designed for cross-country skiing, rendering such shared use of this resource incompatible in addition to being inherently dangerous.

WHEREAS, once opened to a handful of snowmobilers, others can't be prevented from using the trail. In fact, VTrans now advertises that the Beebe Spur is open to **all** snowmobilers.

WHEREFORE, by this resolution,

The City of Newport declares its opposition to allowing snowmobiles on the Beebe Spur Rail Trail during the winter

Because it is wholly incompatible with the existing, long standing, and cherished use of this trail as a well-groomed cross-country ski trail and the investment of Memphremagog Trails in this recreational resource which is now used regularly throughout the winter by hundreds from near and far.

Because the trail is only 7 feet wide in most places, with steep embankments on either side in many places, its use by snowmobiles is inherently dangerous to two-way snowmobile traffic as well as cross-country skiing and other pedestrian users.

Because, closing this four-mile stretch of trail to snowmobiles has no adverse impact on the 450 miles of groomed VAST trails in Orleans County

Because it is detrimental to the efforts of Newport and Newport Downtown Development to promote itself as a hub of outstanding outdoor recreational activity.

The City of Newport urges

VTrans to use its regulatory authority under 5 V.S.A. § 3408a (b) to close the Beebe Spur to snowmobiles for all of these reasons and,

in the absence of such action by VTrans

The City of Newport urges

the Vermont legislature to amend 5 V.S.A. § 3408a (b) to prohibit the use of the Beebe Spur Rail Trail by snowmobiles because of the special local conditions that exist on this four-mile stretch of rail trail.

## Newport City Grant Funding/ Active – 12/12/25

Grant Title/ Award date	Awarding Entity	Grant Award \$	Project Cost \$	City Obligations\$	Fund Procurement Method	Exp date
Causeway Signals 07/2019	Northern Borders Regional	250,000.00	N/A	N/A	Invoiced as Expended	9/30/26
Causeway Signals 06/2021	USDA Facility Disaster Grant	119,845.00	N/A	N/A	Invoiced as Expended	9/30/26
<b>Causeway Signals Total \$</b>		<b>369,845.00</b>	<b>1,606,387.00</b>	<b>1,236,542.00</b>		
Gardner Park Playground 06/2019	CBDG	100,000.00	465,922.00	365,922.00	Invoice as Expended	12/31/26
Eastside Water Tower/Reservoir 2022-23	ARPA Revenue Replacement \$	1,272,719.37	N/A	0	Funded Upfront	12/31/24
Eastside Water Tower/Reservoir 03/2021	Community Recovery Program	997,000.00	N/A	80% of total expenditure	Invoiced as Expended	12/31/26
<b>Eastside Water Tower/ Reservoir Total \$</b>		<b>2,269,719.37</b>	<b>4,985,000.00</b>	<b>2,715,280.63</b>		
CSO Separation 01/2024	ARPA CSO	784,000.00	784,000.00	0	Invoiced as Expended	09/30/2026
Grandstand Project 12/2022	HUD/Congressional	500,000.00	N/A	N/A	Invoiced as Expended	08/31/2031
Grand Stand Project	Freeman Foundation	100,000.00	N/A	N/A	Invoiced as Expended	Not specified
<b>Grand Stand Project total \$</b>		<b>600,000.00</b>	<b>630,000.00</b>	<b>30,000.00</b>		
Bldg Energy Resilience Prog(MERP) 12/2024	Buildings & General Services MERP	469,184.42	469,184.42	0	Invoiced as Expended	12/31/2028
Bicycle/Ped Scoping Study 08/2024	VTrans	48,000.00	60,000.00	12,000.00	Invoiced as Expended	TBD
Stormwater permit Gardner Park 06/2024	ARPA- 3 Acre Permit Assistance	49,999.00	49,999.00	0	Invoice on completion	04/2026
Stormwater permit Prouty Beach 06/2024	ARPA- 3 Acre Permit Assistance	49,999.00	49,999.00	0	Invoice on completion	04/2026
Stormwater Permit Recy. Center 06/2024	ARPA- 3 Acre Permit Assistance	49,999.00	49,999.00	0	Invoice on completion	04/2026
Stormwater Permit WWTF 06/2024	ARPA-3 Acre Permit Assistance	49,999.00	49,999.00	0	Invoice on completion	04/2026
Stormwater Maphemagog View 06/2024	ARPA- 3 Acre Permit Assistance	49,999.00	49,999.00	0	Invoice on Completion	04/2026

Prouty Beach Cabin Project	10/2024	Vt. Buildings & General Services	16,000.00	32,000.00	50%-16,000.00	Invoice on completion	10/31/26
SWIP	Ongoing	Dept of Environmental Cons.	3,447.00	4000.00	533.00	Invoice as expended	3/31/26
Causeway Bridge Proj/ Design	7/2024	AOT	27,000.00	30,000.00	10%-3000.00	Invoice on completion	12/31/26
CSO Engineering/Administration (loan)		VT Bond Bank RF1-384-1.0	22,200.00	Forgivable	0	Draw as expended	ongoing
CSO Engineering Administration (loan)		Vt Bond Bank RF1-259-1.1	95,200.00	Forgivable	0	Draw as expended	ongoing
PD Funding		Stone Garden Funding Program	TBD	Pending hrs	0	Invoice monthly	various
Electric Vehicle Eq. Grant		ACCD	21000.00	Reporting On	n/a	n/a	ongoing
Aquatic Nuisance Control		VT DEC	11,590.00	Percentage	0	Inv at completion	ongoing
Building Mini Grant		Vt Building and General Services	4000.00	4000.00	0	Funded upfront	12/31/2026
VTSUI Program		Dept of States Attorney	60,000.00	60,000.00	0	Inv as Expended	ongoing
Distracted Driving/DUI		Chittenden County Sheriff	Multiple	Pending hrs	0	Inv as expended	ongoing
Municipal Planning Grant		VT Dept. of Housing and Development	30,000	33,000	3,000	Inv on completion	TBD