



Regular Council Meeting

Monday, August 3 • 6:00 – 8:00pm

Video call link: <https://meet.google.com/usb-ezrj-jsd>

Or dial: (US) +1 901-399-8920 PIN: 958 551 548#

Mayor Rick Ufford-Chase, President Carter Finegan, Council Members; Sharon Pare, John Monette and Andrew Touchette

1. Call the Meeting to Order
2. Additions/Deletions
3. Consent Agenda
 - a. Approval of Minutes: 7/20/26
 - b. AP Warrants: 7/24/26, 7/31/26
 - c. PR Warrants: 7/21/26
 - d. Liquor Licenses, Vendor Permits, Special Events
 - i. DLL: Tavern on the Hill, LLC
4. Public Comment on matters not included on the agenda
5. Executive Session as per 1 V.S.A. § 313(a)(2) for the purpose of receiving an update from Newport Downtown Development regarding sensitive real estate matters related to development plans for downtown Newport.
6. Brief Update from Mayor and Council on negotiations to gain control of the Empty Block
7. Council Action regarding recommendation to contract with ADAAPTA for Market Survey (see attached)
8. Update on MERP (Municipal Energy Resilience Program)
9. Task Force Reports
 - a. Water and Sewer
 - b. Financial Reporting and Fiscal Practices
 - c. Charter Task Force
 - d. Fire Department Strategic Planning

ADA Accessibility Statement: City Council Meetings are open to all who wish to attend, including those who need special accommodations. There is a sign and intercom at street level in front of the building that you can push to let Police Dispatch know that you need access to the wheelchair ramp.

10. New Business
11. Old Business
12. Set the Next meeting of the Council - Regular Meeting August 17, 2026 at 6 pm
13. Adjournment

ADA Accessibility Statement: City Council Meetings are open to all who wish to attend, including those who need special accommodations. There is a sign and intercom at street level in front of the building that you can push to let Police Dispatch know that you need access to the wheelchair ramp.

Council Minutes

July 20, 2026

A duly warned meeting of the Newport City Council was held on Monday, July 20, 2026 in the council room in the Newport Municipal Building. Present were Mayor Rick Ufford-Chase, Council President Carter Finegan, council members Sharon Pare', John Monette, City Clerk/treasurer James Johnson, Dave Snediker, Dave LaForce, Kate Stallman, members of the Press and public.

Mayor Ufford-Chase called the meeting to order at 6:00 pm

Additions/Deletions

Mr. Johnson asked to add the AP Warrant of 7/17/2026 to the agenda.

Ms. Finegan moved to add the 7/17/2026 warrant to the consent agenda. Seconded by Mr. Monette, motion carried.

Ms. Pare' noted that in the minutes the Charter Committee meets twice a week.

Consent Agenda, minutes of 7/6/26, AP Warrants 7/10/26, 7/13/26, 7/17/26, PR Warrant 7/8/26, Special Event permit for Kingdom Swim

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

Public Comment

Ann Chiarello commented on attendance at city meetings. Asked that notices of Task Force meetings be posted in the same places as council meetings

Council Response to written Notice of Open Meeting Law Violation Received July 13, 2026 (attached)

Mr. Monette moved that it is the Council's intention that all meetings of the council and its appointed commissions, committees and Task Forces will be begin and end with an open session. Any matter to be considered in executive session will be appropriately warned on the agenda in advance of, or as the first item of business in, the meeting. Executive sessions will be formally initiated within the meeting with a motion referencing the Vermont Statue regarding permitted exceptions to the Open Meeting Law, and ended with a formal motion to close the executive session. Seconded by Ms. Finegan, motion carried.

Kate Stallman Presentation Regarding Plans for Chili Fest in September (attached)

Kate Stallman updated the council on Chamber of Commerce events and activities.

Report from Chief Travis Bingham Regarding Concerns about Public Safety on the Boardwalk

Chief Bingham briefed the council on the police department efforts to control bad behavior on the Board Walk. Officers are patrolling the area more often and tables have been removed from the gazebo area. It is a public area if people have complaints they should be submitted in writing.

Vermont Electric Cooperative, Approval for Pole Placement (attached)

Mr. Monette moved to approve the request for pole placement from Vermont Electric Cooperative. Seconded by Ms. Finegan, motion carried.

Task Force Reports

Water/Sewer, Mr. Monette presented an amendment to the water ordinance for approval (attached).

As the City Council and Water Commissioners Mr. Monette moved to approve the amendment to the water ordinance as presented. Seconded by Ms. Finegan, motion carried.

FRFP, Ms. Finegan reported that they are compiling data from the Special meeting in June to report to the council.

Fire, no report

Charter Committee, Ms. Pare' noted they are meeting twice weekly and are working on content and language to make it easier to read. They will have a current version with strike outs and new language and an update version.

Action to set Tax Rates for FY 2027 (attached)

Ms. Finegan moved to set the tax rates for FY 2027 as presented. Seconded by Mr. Monette, motion carried.

Executive Session as per 1 V.S.A. sec. 313(a) (2) for the Purpose of Receiving an update from Newport Downtown development Regarding Sensitive Real Estate Matters Related to development Plans for Downtown Newport.

Ms. Finegan moved to enter executive session and invite Dave Snediker from NVDA and Dave LaForce into the session. Seconded by Ms. Pare', motion carried.

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

No action.

New Business

None

Old Business

Ms. Finegan noted they had met with Mr. Bernier on the MERP Grant.

Mayor Ufford-Chase noted that tax sale letters had gone out.

Set Next Meeting Date

Ms. Finegan moved to set the next meeting for August 3, 2026. Seconded by Mr. Monette, motion carried.

Adjournment

Ms. Finegan moved to adjourn at 8:23 pm. Seconded by Mr. Monette, motion carried.

Attested _____ this _____ day of _____.

_____ Mayor

Memo to Council

From: Mayor Rick Ufford-Chase

Re: Written notice of Open Meeting Law Violation submitted on 7/13/26

Date: 7/16/26

Council Members:

As I informed each of you individually earlier this week, the City is in receipt of a formal, written notice of Open Meeting Law Violation. I have consulted with Beriah Smith from SP&F and offer the following advice for your consideration on Monday evening:

In response to the written notice of Open Meeting Law Violations submitted by Anne Chiarello, received July 13, 2026, the Newport City Council admits a technical violation of the Open Meeting Law. The meeting on June 24th was warned with an agenda that stated that the entire meeting would be held in Executive Session to manage the logistical challenges involved in protecting the identity of the candidates for the open position of City Manager. No action was taken at that meeting.

Upon the advice of the City Attorneys, and in order to cure the technical violation of not having started with an open session, acted to enter into executive session, acted to come out of executive session, and ended the meeting in open session, the Council will consider adopting the policy described in the following motion:

"I move that it is the Council's intention that all meetings of the Council and its appointed commissions, committee and task forces will begin and end with an open session. Any matter to be considered in executive session will be appropriately warned on the agenda in advance of, or as the first item of business in, the meeting. Executive sessions will be formally initiated within the meeting with a motion referencing the Vermont Statute regarding permitted exceptions to the Open Meeting Law, and ended with a formal motion to close the executive session."



James Johnson <james.johnson.clerk@newportvermont.org>

Fwd:

Kate Stallmann <kstallmann@passumpsicbank.com>

Thu, Jul 16, 2026 at 5:20 PM

To: James Johnson <james.johnson@newportvermont.org>, rick uffordchase <rick.uffordchase@newportvermont.org>, Doug

Spates <dspates@memrent.com>

Cc: Ellen Stanley <estanley@passumpsicbank.com>

Good Afternoon Jim, Rick, and Doug,

Here is a copy of the remarks I plan to give at Monday's Council Meeting. Feel free to offer any thoughts or suggestions.

Thanks,

Kate

Good evening, Mayor and Councilors.

Thank you for the opportunity to provide a brief update on the VT North Country Chamber of Commerce.

Over the past 18 months, the Chamber has been focused on reinvigorating the organization and making sure we are providing value to our local businesses and community. We've welcomed new board members, launched a new website, started our monthly Coffee & Connections networking hour, introduced the Strawberry Festival, participated in ForgeFest this year, and continued building stronger connections with businesses and community partners throughout the region.

A big part of that progress has been the partnerships we've built, and I want to specifically thank the City of Newport for their enthusiastic support and collaboration. ChiliFest is a great example of what we can accomplish when organizations work together toward a common goal.

This year marks the **20th Annual ChiliFest**, which will take place on **Saturday, September 26**. We're excited to build on the tradition of this event while also bringing some new energy. The City will be closing Main Street, and there will be a scarecrow contest, quilt and photography contests, as well as other activities throughout the day. Mike Brown has generously rebranded what has traditionally been the Fall Festival as ChiliFest to better highlight this signature community event.

Our goal is to create a fun event that brings people downtown, showcases our local businesses and organizations, and gives residents and visitors another reason to spend time in Newport.

As we continue to grow and shape the future of the Chamber, we would welcome input from the Council, our business community, and residents. What would you like to see from your Chamber? What opportunities, events, or resources would be most valuable? We want to make sure we are focused on the things that truly support our businesses and our community.

We invite everyone to join us for ChiliFest on September 26; Whether you participate as a vendor, competitor, volunteer, sponsor, or simply come enjoy the day.

Again, we are grateful for the City and the Community's continued partnership and support. We're excited about the direction the Chamber is heading and look forward to continuing to work together to strengthen Newport and the Northeast Kingdom.

Thank you.

Kate Stallmann | Commercial Banker

Passumpsic Bank | kstallmann@passumpsicbank.com

City Manager (802) 334-5136
334-3891
City Clerk/Treasurer 334-2112
334-3892
Public Works 334-2124
Zoning Adm./Assessor ... 334-6992
Recreation/Parks 334-6345
Fax 334-5632



City of Newport
222 Main Street
Newport, Vermont 05855

TO: Newport City Council

FROM: Thomas L. Bernier/P.W. Director

DATE: July 15, 2026

RE: Vermont Electric Cooperative – Approval for Pole Placement

Dear Council Members,

Vermont Electric needs to install a pole to correct an inadequate situation at 470 Farrant Street. The proposed pole location will not pose any issues for the city.

Therefore, I request that the Town Road R.O.W. Occupancy Request be granted.

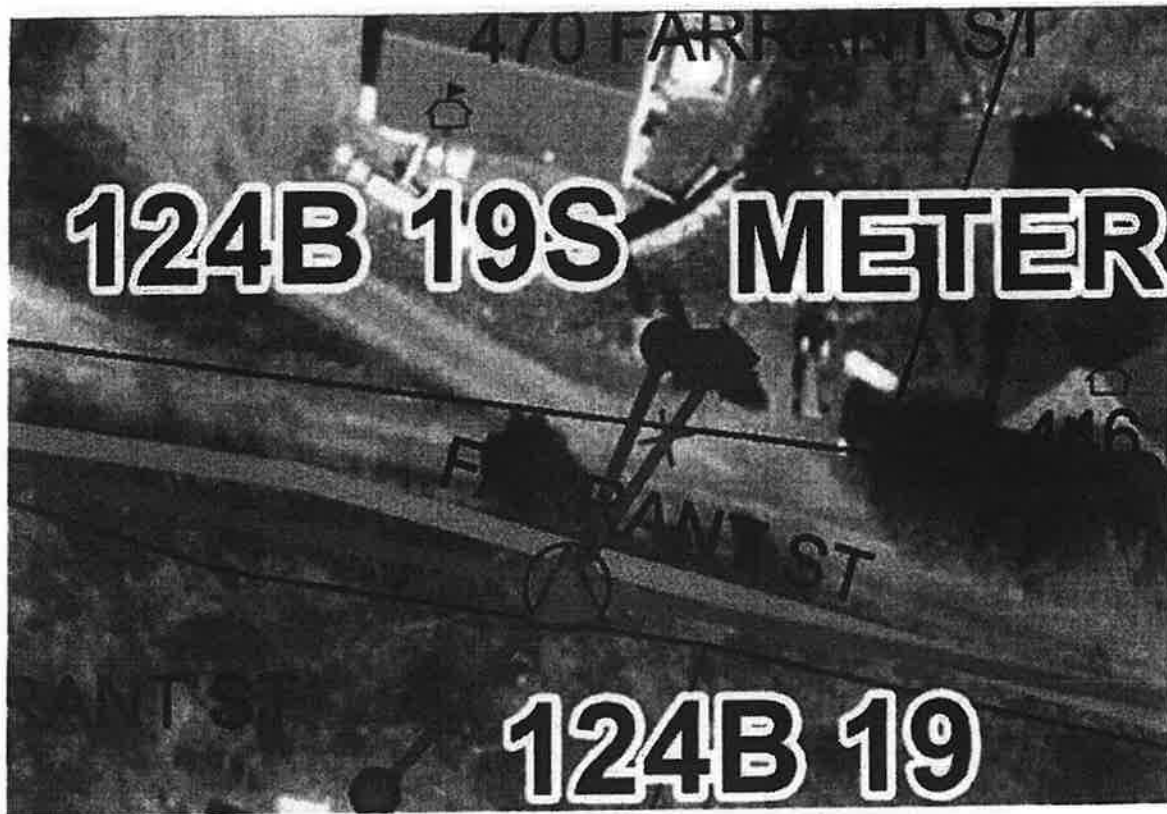
Thank you

Tom

7/15/26, 6:39 AM

20260715_061240.jpg







Vermont Electric Cooperative, Inc.
Attn: Engineering Department
42 Wescom Road
Johnson, VT 05656
Tel: (802) 635-2331 Toll Free 1-800-832-2667
Fax: (802) 635-4210

TOWN ROAD ROW OCCUPANCY REQUEST

TO THE SELECTBOARD OF THE TOWN OF NEWPORT CITY, VERMONT

Date: July 6, 2026

Comes Vermont Electric Cooperative Inc. (VEC), your petitioner, and respectfully represents that in order to furnish adequate service to its members it is necessary to locate poles, wires, guys within the road right of way of Farrant St., in the Town of Newport City, Vermont as shown on the attached sketch. VEC further represents that such work will be done in a manner safe for public travel and subject to the rules thereof. Also, that it is not desirable to make such locations otherwise than shown on the attached plan.

WHEREFORE, pursuant to 30 V.S.A. § 2502, VEC requests permission from the Town of Newport City Selectboard to place, construct, reconstruct, operate, repair, maintain, improve, mark, replace thereon, and remove therefrom, electric, communications and data transmission and distribution systems consisting of poles, wires, cables, conduits, equipment, anchors, guy wires, and braces and other fixtures upon, over, through, across and under the road right of way. VEC may also cut and prune all trees and vegetation to the extent necessary to protect and keep said systems clear of the growth and to cut from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire or in falling distance on the Electric Transmission and or Distribution Line or System for an overhead/underground service.

By:

Vermont Electric Cooperative, Inc.

APPROVED by authority from the Selectboard of the Town of _____, Vermont. Permission is hereby granted to the Vermont Electric Coop, Inc. Johnson, Vermont, to perform overhead/underground work within the road right of way on _____ Road in the Town of _____, Vermont.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal this _____ day of _____, 20____

Board of Selectboard Members (if required by town)

Road Commission (if required)

_____(L.S.)

_____(L.S.)

_____(L.S.)

_____(L.S.)

To be completed by Vermont Electric Cooperative, Inc.

W. O. # 2023004817 Line / Pole# 124B 19S E-911: 470 Farrant St

CLEAN VERSION OF PROPOSED LANGUAGE

PROPOSED AMENDMENT:

AMENDMENT TO THE WATER ORDINANCE ADOPTED MAY 7, 2012

The Water Ordinance Regulating the Use of Newport City's (the "CITY") Municipal Water System (the "ORDINANCE") dated May 7, 2012 is amended as follows:

1. SECTION 2.01 IS AMENDED BY ADDING THE FOLLOWING:

"Quarterly Water Base Rate" shall mean the fee assessed to each metered connection to the Public Water Supply System.

"Quarterly Water Use Rate" shall mean the rate or fee charged for every 1,000 gallons, or fraction thereof, purchased by a Customer whose connection is metered, as measured by the meter.

"Schedule of Rates and Fees" shall mean the detailed schedule of all rates and fees that may be collected by the CITY that pertain to access to and service provided by the Public Water Supply System, including but not limited to the System Fee, the Tapping/Inspection Fee, the Quarterly Water Base Rate, the Quarterly Water Use Rate, the non-metered base rate, application and allocation fees, and all other fees pertaining to such access and services that may be charged from time to time.

2. ARTICLE 4 IS AMENDED TO READ AS FOLLOWS:

ARTICLE 4

Water Meters

SECTION 4.01 – SALE OF WATER; INSTALLATION OF WATER METERS

All water, except as otherwise provided, will be sold by volume, based upon meter readings. Meters shall be read by the CITY's authorized agents on a frequency established by the BOARD.

Except as provided in Section 4.06, all connections to the Public Water Supply System must be metered. Meters shall be furnished by the CITY, shall be owned by the CITY and shall be located in satisfactory locations to protect against frost and other damage. In no case shall the CITY deliver water through any meter over which it does not have reasonable unobstructed scheduled access. All meters shall be returned to the CITY at the end of their life cycle.

In all instances where a structure, facility or location that is served by metered water connection is destroyed, demolished, reconstructed or altered in a manner that requires removal of a meter, the Customer shall contact the CITY to schedule removal and replacement of the meter by or under the supervision of CITY personnel. Except in those instances where the meter itself is destroyed by circumstances beyond the control of the Customer such as fire or natural disaster, Customer shall return the meter to the CITY.

In all instances of new construction or substantial renovation requiring a zoning permit for any structure or facility that will be served by the Public Water Supply System, the Customer shall pay to the CITY the actual cost of the meter and shall pay all costs associated with its installation, including any costs of such inspection as the CITY may deem required to assure appropriate installation. In all instances of renovation of an existing structure or facility that requires a zoning permit and is or will be served by the Public Water Supply System, and where any Existing Use of water is on an unmetered basis, the renovation must include provision for installation of a meter. In such instances the customer shall pay to the CITY the actual cost of the meter and shall pay all costs associated with its installation and with such inspection as may be performed as required by the CITY to assure appropriate installation.

In those instances where connections in existence as of May 1, 2026, are unmetered, the CITY shall furnish and install meters at the expense of the CITY subject to the following conditions:

A. In instances where no structural or plumbing modifications are required to install the meter in a satisfactory location, all expense shall be borne by the CITY.

B. In instances where structural or plumbing modifications are required to install a meter, all costs and expenses associated with making the required modifications shall be borne by the Customer. The CITY shall be responsible for furnishing the meter itself.

C. In instances where either structural or plumbing modifications are required but are deemed infeasible due to cost or are deemed impracticable due to unique physical or environmental characteristics of the property and the BOARD has reviewed the evidence and granted a waiver pursuant to Section 4.06, no meter installation shall be required except as provided for in Section 4.06. . The BOARD shall include in its rate schedule flat rates applicable to residential, commercial and industrial customers who have requested and received such waivers.

In all circumstances in which a meter is installed by someone other than a CITY employee, the installer must provide the CITY with photographs of the installation and allow inspections as the CITY may deem required to assure appropriate installation.

SECTION 4.02 – DAMAGED METERS

Should a meter be damaged by frost or be damaged in any other manner for which the Customer is responsible, the Customer shall be charged the cost of removing, repairing or replacing, and reinstalling the meter.

SECTION 4.03 – MALFUNCTIONING METERS AND METER READING DISCREPANCIES

Meters which malfunction without fault of the Customer shall, under normal circumstances, be removed and replaced at the CITY's expense.

When a meter does not register water usage, the CITY will charge the Customer for a quantity of usage comparable to the Customer's prior usage during the same seasons or quarters of the

prior fiscal year, so long as all other conditions of Customer's property have remained the same. If a meter does not register and the Customer fails to cooperate with the CITY's efforts to rectify the issue for two consecutive billing periods, then, beginning with the next billing period, the Customer shall be required to pay a rate surcharge in each quarter in such amount as shall be specified in the then effective Schedule of Rates and Fees adopted by the BOARD. If the issue is subsequently resolved, charges shall revert to the then effective standard rates as soon as reasonably practicable after resolution of the issue.

If a Customer believes the water usage recorded by the Customer's meter is too high, the Customer may request a data log analysis. Written reports on the test shall be provided to the Customer within ten (10) business days of receipt by the CITY's Water Department. If the information provided by the data log analysis is not sufficient to resolve the issue, then the CITY shall replace the meter. If it is subsequently determined by testing that the meter was accurate, the Customer shall be charged for the labor and any additional cost of materials incurred by the CITY pertaining to the removal of the old meter and installation of the new meter.

SECTION 4.04 – METER ACCESSIBILITY

Employees of the Water Department or persons so designated or authorized by the BOARD must have reasonable, unobstructed, scheduled access to every building and other installation for the purposes of evaluating and reevaluating the ability to install water meters and of installing, inspecting, repairing, removing, or replacing water meters.

SECTION 4.05 – REMOTE READERS

Wherever practical, meter remotes shall be installed in order to facilitate the reading of meters.

Should circumstances change so that a meter in a public building is not accessible to the CITY's authorized agents during normal business hours (7:00 a.m. to 3:30 p.m. Monday through Friday) the installation of a meter remote will be required at the Customer's expense.

SECTION 4.06 – NON-METERED PROPERTIES; EXCEPTION BY WAIVER

As of May 1, 2026, a significant number of the then existing connections to the Public Water Supply System are not metered. As all connections should be metered to assure equitable treatment of all Customers and to provide usage data needed to operate the system efficiently, unmetered Customer accounts shall be billed in the manner described in Section 8.01.

In those circumstances where a Customer has requested installation of a meter but employees of the Water Department have determined, either of their own accord or in conjunction with a licensed plumber or other appropriate contractor engaged by the Customer, that either structural or plumbing modifications are required but are deemed reasonably infeasible due to cost or are deemed impracticable due to unique physical or environmental characteristics of the property, the Customer may request that the BOARD grant a waiver of the requirement to obtain a meter. Such request shall be made in writing on a form provided by the CITY, shall be accompanied by itemized written estimates from a licensed plumber and, if structural alterations are needed, a carpenter or general contractor, and shall be scheduled as an agenda item by the BOARD at its next meeting. The Customer and the Water Department shall present the BOARD with such evidence as will enable the BOARD to determine whether waiver of the meter requirement is appropriate in the circumstances, including whether structural or plumbing modifications are required but are deemed reasonably infeasible due to cost or are deemed impracticable due to unique physical or environmental characteristics of the property. If the BOARD grants a waiver, it shall remain in effect unless and until the earliest to occur of (1) such time as renovations or reconstruction occur in such manner as to allow for satisfactory installation of a meter, (2) the fifth anniversary of the grant of the waiver by the BOARD, or (3) sale of the property. The granting or denial of a waiver by the BOARD shall be documented in writing and the decision of the BOARD shall be recorded in the Clerk's office. In all instances where a waiver expires due to passage of time or sale of the property, a new request for waiver, with all required supporting documentation, shall be submitted to the BOARD. The request shall be considered in the context of then available evidence regarding physical and environmental feasibility and financial practicality.

3. ARTICLE 8 IS AMENDED TO READ AS FOLLOWS:

ARTICLE 8

Water Charges

SECTION 8.01 – WATER BASE AND USE RATE

The Quarterly Water Base Rate and the Quarterly Water Use Rate shall be charged to Customers on the CITY's water system for the purpose of the payment associated with the costs of operating, maintaining and repairing said system including loan repayment expenses as appropriate. These fees shall be based upon rate structure(s) decided by the BOARD. Fees may be updated on an annual basis or as often as the BOARD deems necessary. Fees shall be posted on the duly adopted Schedule of Rates and Fees which shall be available at the CITY offices prior to the quarter in which the rates take effect.

The Schedule of Rates and Fees also may include rates specific to:

- A. Customers who have received waivers pursuant to Section 4.06,
- B. Unmetered Customers who have requested a meter but have not received one due to a backlog of requests,
- C. Unmetered Customers who fail to cooperate with the CITY regarding inspection of their property to determine the feasibility of meter installation or to allow installation once feasibility is determined, and
- D. Customers with meters that fail to register usage but who are not cooperative with efforts by the CITY to resolve the issue, as described in Section 4.03.

SECTION 8.02 – CHARGING CONNECTED VACANT PROPERTIES

All properties that have a service line connected to the Public Water Supply System shall be charged the Water Base Rate established in SECTION 8.01 whether or not the property is improved with a structure and whether or not the water service is turned on.

SECTION 8.03 – CUSTOMER RESPONSIBILITY

- A. Water bills are rendered in the name of the Customer. A Customer shall receive a separate bill with respect to each service location owned or controlled by that Customer.
- B. The Customer is responsible for the payment of water bills, without regard as to whether the Customer is the ultimate user. By applying for water service, the Customer agrees to pay all bills as they become due, and failing to do so, agrees to pay all cost of collection, including attorney's fees.
- C. The Customer is responsible for notifying the CITY, at the CITY office, of any changes in mailing address.
- D. Failure to receive a bill does not relieve the Customer of the obligation for payment or for payment of penalties for late payment.
- E. Sellers and buyers of property shall be responsible for resolving outstanding water bills at time of transfer.

SECTION 8.04 – COLLECTION OF DELINQUENT WATER CHARGES

If any water charge is not paid by the bill's due date, which shall be clearly printed on the bill and shall be at least thirty (30) days after mailing, an interest charge shall be added to the water charges. The interest charge shall be calculated at the same rate and in the same manner as interest is calculated on delinquent taxes as set forth in 32 V.S.A. Sections 1674 and 5136. The CITY may place a lien on the real estate, may refer the property for tax sale, and may disconnect service in accord with and subject to the procedures set forth in 24 V.S.A. Chapter 129 if delinquent water charges remain unpaid.

4. EFFECT

Except as set forth above, the Water Ordinance dated May 7, 2012 shall remain in full force and effect.

ARTICLE 14

Ordinance in Force

SECTION 14.01 – ORDINANCE IN FORCE

This ORDINANCE shall be in full force and effect from and after its passage, approval, recording and publication as provided by law, replacing the Water Ordinance enacted April 9th, 1923 with subsequent amendments.

Duly enacted and ordained by the Board of Water Commissioners of the City of Newport, Orleans County, State of Vermont, on the ~~seventh~~ 20 day of ~~May~~ July, 2026 at a duly called and duly held meeting of said BOARD. This ORDINANCE shall become effective sixty (60) days from the date hereof.

BOARD OF WATER COMMISSIONERS
CITY OF NEWPORT

R. Ruffalo, Chair MAYOR
Carleen Jones
Sharon Pare

I, the undersigned duly elected City Clerk for the City of Newport, do acknowledge by my signature that this document is the Rules and Regulations as adopted by the Board of Water Commissioners on 7 May, 2012 ~~and City Council~~ July 20, 2026.

Dated this 20th day of July, 2026.

City Clerk's Signature

City Clerk's Printed Name

To: Mayor
City Council
Finance/Office Administrator

July 17, 2026

From: City Clerk/Treasurer

The 2026-27 Tax Rates are based on a Grand List of 329,867,080 a voter approved budget of \$6,157,436.64 to be raised by taxes, voter approved appropriations of \$169,881.82 and exemptions of \$38,594.73.

2025-26		2026-27	
Residential		Residential	
Municipal	1.6714	Municipal	1.8666
Appropriations	.0668	Appropriations	.0515
Exempt	.0113	Exempt	.0117
Education	1.7753	Education	1.8994
Total	3.5248	total	3.8292

Non-residential		Non- residential	
Municipal	1.6714	Municipal	1.8666
Appropriations	.0668	Appropriations	.0515
Exempt	.0113	Exempt	.0117
Education	1.8706	Education	2.0415
Total	3.6201	Total	3.9713

07/24/26
08:25 am



City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01(GENERAL FUND) From 07/24/26 To 07/24/26

Page 1
jjohnson

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
CANON	CANON FINANCIAL SERVICES INC	43550145	Contract Charge 07/01/20	160.00	0.00		--/--/--
ENDYNE	ENDYNE INC	585768	Prouty Beach e coli test	25.00	0.00		--/--/--
ISAACS EX	ISAACS EXCAVATING AND CONSTRUC	3	GP Siphon Upgrade	199886.46	0.00		--/--/--
PIC SHOV	THE PICK & SHOVEL INC	370744	LANDSCAPE RAKE	61.74	0.00		--/--/--
PIC SHOV	THE PICK & SHOVEL INC	371295	Cleaning supplies	14.03	0.00		--/--/--
PIC SHOV	THE PICK & SHOVEL INC	371305	CABLE TIE NUTS/BOLTS/WAS	12.25	0.00		--/--/--
PIC SHOV	THE PICK & SHOVEL INC	370966	TIRE INFLATOR, NUTS/BOLT	37.55	0.00		--/--/--
PIC SHOV	THE PICK & SHOVEL INC	370978	key	1.90	0.00		--/--/--
PIC SHOV	THE PICK & SHOVEL INC	371257	DRVR KIT, TAPE	189.98	0.00		--/--/--
PIC SHOV	THE PICK & SHOVEL INC	371286	DRILL/ DRIVER KIT	170.99	0.00		--/--/--
PSB LOAN	PASSUMPSIC SAVINGS BANK	080126	loan 3422	3783.01	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026aa	06/07/2026 07/07/2026 77	9840.68	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026dd	06/07/2026 07/07/2026 65	1320.39	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026g	06/07/2026 07/07/2026	92.14	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026h	06/07/2026 07/07/2026	602.37	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026q	06/07/2026 07/07/2026	40.01	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026t	06/07/2026 07/07/2026	353.66	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026v	06/07/2026 07/07/2026	270.17	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026w	06/07/2026 07/07/2026	96.12	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026x	06/07/2026 07/07/2026	343.72	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026y	06/07/2026 07/07/2026	149.13	0.00		--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/10/2026z	06/07/2026 07/07/2026	304.18	0.00		--/--/--
W B MASON	WB MASON CO INC	263177956	TAPE, CORRECTION	11.55	0.00		--/--/--
Report Total			217,767.03	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 \$ ***217,767.03
Let this be your order for the payments of these amounts.

EMAILED

JUL 24 2026

BY:

Kari
Reck

07/31/26
10:00 am

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01(GENERAL FUND) From 07/31/26 To 07/31/26

Page 1
jjohnson

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
CARTVA	JANET CARTEE & TIMOTHY CARTEE	07.29.2026 Property Tax Refund	335.52	0.00	-----	-----	--/--/--
COMCAST	COMCAST	0672026 credit	-176.43	0.00	-----	-----	--/--/--
COMCAST	COMCAST	07/05/2026 G from Jul 12, 2026 to Aug	123.57	0.00	-----	-----	--/--/--
COMCAST	COMCAST	07/05/2026 P from Jul 12, 2026 to Aug	198.52	0.00	-----	-----	--/--/--
COMCAST	COMCAST	07/08/2026 from Jul 13, 2026 to Aug	229.27	0.00	-----	-----	--/--/--
COMM NAT	COMMUNITY NATIONAL BANK	7/21/26 loan payment 7750	1644.50	0.00	-----	-----	--/--/--
COTNRE	RENE COTNOIR	07.27.2026 Property Tax Refund	4678.98	0.00	-----	-----	--/--/--
FPH TANK	FPH TANK INSTALLATION & SERVIC	11884 Computer head fix	183.50	0.00	-----	-----	--/--/--
GREENMTNM	GREEN MOUNTAIN MARINE SERVICES	26-1063 Marine Construction Serv	1000.00	0.00	-----	-----	--/--/--
KEY CHEV	KEY CHEVROLET BUICK GMC CADILL	7/10/26 PD TAHOE	58078.00	0.00	-----	-----	--/--/--
LAMARO	RONALD & ELAINE LAMADELEINE	07.29.2026 Property Tax Refund	161.60	0.00	-----	-----	--/--/--
LANTTR	TRISHA LANTAGNE	07.29.2026 Property Tax Refund	243.90	0.00	-----	-----	--/--/--
MONFRE	RETA MONFETTE	07.29.2026 Property Tax Refund	1673.60	0.00	-----	-----	--/--/--
NEKDC	NORTHEAST KINGDOM DEVELOPMENT	07.27.2026 Property Tax Refund	32703.98	0.00	-----	-----	--/--/--
PASSBK PD	PASSUMPSIC SAVINGS BANK	072026 PD Cruiser	1615.39	0.00	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	370985 RATCHET	55.08	0.00	-----	-----	--/--/--
PIC SHOV	THE PICK & SHOVEL INC	371260 NIFTY NABBER, REFLEC NUM	11.20	0.00	-----	-----	--/--/--
ROSSAN	ANGELA M ROSS ESQ	OBRIEN/DEEP Property Tax Refund	1026.30	0.00	-----	-----	--/--/--
TANGUAY H	TANGUAY HOMES INC.	07.27.2026 Property Tax Refund	1647.15	0.00	-----	-----	--/--/--
VENEDI	DIANE VENEZIA	07.29.2026 Property Tax Refund	346.04	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/17/2026ee 06/14/2026 07/14/2026	37.14	0.00	-----	-----	--/--/--

Report Total

105,816.81 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 \$ ***105,816.81
Let this be your order for the payments of these amounts.

EMAILED

JUL 31 2026

BY:

[Signature]
Kari
Rick

07/21/26
05:27 pm

City of Newport Payroll
Check Warrant Report #
Check date 07/23/26 to 07/23/26

Page 1 of 2
rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
BENND0	BENNETT, DONNA J.	25054	07/23/26	1191.45	0.00
BENNL	BENNETT, LYLLIAN G.	25055	07/23/26	222.00	0.00
BERNTH	BERNIER, THOMAS L.	E2091142	07/23/26	0.00	2386.51
BINGTR	BINGHAM, TRAVIS R.	E2091120	07/23/26	0.00	3110.01
BLAIJE	BLAIS, JEFFREY C.	E2091165	07/23/26	0.00	974.45
BORSSA	BORSARI, SAMUEL J.	25050	07/23/26	2167.60	0.00
BOUCBE	BOUCHER, BENJAMIN G.	E2091143	07/23/26	0.00	1520.65
BROCAS	BROCK, ASHLEIGH E.	E2091115	07/23/26	0.00	879.93
BROWMI	BROWN, MICHAEL E.	E2091158	07/23/26	0.00	1844.97
BRUNAE	BRUNELL, AERO M.	25056	07/23/26	503.46	0.00
BURDRO	BURDICK, ROBERT A., JR	E2091144	07/23/26	0.00	1381.02
CAMBTU	CAMBER, TUCKER J.	E2091145	07/23/26	0.00	1486.99
CARRER	CARRIER, ERIC A.	E2091154	07/23/26	0.00	1609.22
CHENFR	CHENEY, FRANCIS E., III	E2091118	07/23/26	0.00	2335.83
CHURRO	CHURCHILL, ROBYN D. H.	E2091116	07/23/26	0.00	2361.84
DILLTR	DILLON, TRAVIS J.	E2091146	07/23/26	0.00	1855.17
FLYNKU	FLYNN, KURK O.	E2091132	07/23/26	0.00	1937.62
FORTJER	FORTIN, JEREMIAH E.	25052	07/23/26	1083.99	0.00
GAGELA	GAGE, LARRY L., JR	E2091147	07/23/26	0.00	1737.96
GAGEPA	GAGE, PAULINE M.	E2091160	07/23/26	0.00	247.15
GONYAN	GONYAW, ANDREW T.	E2091121	07/23/26	0.00	2063.91
GOSSRO	GOSELIN, ROBERT J.	E2091167	07/23/26	0.00	1393.74
GOSSROG	GOSELIN, ROGER M.	E2091138	07/23/26	0.00	255.50
GRENLE	GRENIER, LEO C., III	25051	07/23/26	2016.61	0.00
HAMIZA	HAMILTON, ZACHARY P.	E2091161	07/23/26	0.00	1197.94
HARTER	HARTMAN, ERIC P.	E2091148	07/23/26	0.00	1467.75
HERMJA	HERMAN, JASON M.	E2091155	07/23/26	0.00	2042.83
HORNDU	HORNE, DUSTIN J.	E2091137	07/23/26	0.00	1430.59
JACOTA	JACOBS, TANNER D.	E2091122	07/23/26	0.00	1722.64
JOHNJA	JOHNSON, JAMES D.	E2091117	07/23/26	0.00	1868.08
KEITNI	KEITHAN, NICHOLAS N.	E2091123	07/23/26	0.00	1574.35
KREIKI	KREIG, KIMBERLY S.	E2091119	07/23/26	0.00	816.65
LACOKE	LACOSS, KEVIN W.	E2091140	07/23/26	0.00	548.77
LANCAL	LANCASTER, ALEX R.	E2091152	07/23/26	0.00	1083.99
LANCRJ	LANCASTER, ROYCE J., JR	E2091149	07/23/26	0.00	1455.45
LANCRO	LANCASTER, ROYCE E., SR	E2091124	07/23/26	0.00	2206.23
LECLJJ	LECLAIR, JAMES A., JR	E2091125	07/23/26	0.00	2614.59
LEINEM	LEINOFF, EMILY R. L.	E2091133	07/23/26	0.00	1860.69
LILLJO	LILLIS, JOSHUA S.	E2091126	07/23/26	0.00	1851.53
MARCCO	MARCOUX, COREY J.	E2091150	07/23/26	0.00	957.45
MARCKI	MARCOTTE, KIERA B.	25058	07/23/26	614.64	0.00
MARSJA	MARSH, JARED A.	E2091156	07/23/26	0.00	2016.42
MATTCH	MATTHEWS, CHRISTOPHER B.	E2091153	07/23/26	0.00	1136.34
MCCAED	MCCARTER, EDWARD R.	25065	07/23/26	848.22	0.00
MCCAJA	MCCARTER, JAYMI N.	25066	07/23/26	539.38	0.00
MCGINA	MCGILLIVRAY, NATHAN J.	25059	07/23/26	1215.18	0.00
MCKEDO	MCKENNY, DOUGLAS G., JR	25053	07/23/26	1907.99	0.00
MILLER	MILLER, ERIC R.	E2091134	07/23/26	0.00	2196.14
MORIJO	MORIN, JONATHAN L.	E2091127	07/23/26	0.00	2708.49
MOULCH	MOULTON, CHARLES D.	E2091128	07/23/26	0.00	2429.87

07/21/26
05:27 pm

City of Newport Payroll
Check Warrant Report #
Check date 07/23/26 to 07/23/26

Page 2 of 2
rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
PATEAN	PATENAUDE, ANDREW M.	E2091151	07/23/26	0.00	1948.51
PAVEWI	PAVELCHAK, WILLIAM J.	E2091157	07/23/26	0.00	279.84
PHILEM	PHILLABAUM, EMILY G.	E2091135	07/23/26	0.00	1559.79
PROVHA	PROVENCHER, HAZEN M.	E2091168	07/23/26	0.00	1306.51
RIVARO	RIVARD, ROBERT L.	E2091162	07/23/26	0.00	1166.47
RIVASP	RIVARD, SUSAN P.	E2091163	07/23/26	0.00	718.72
RIVENI	RIVERS, NICHOLAS R.	E2091129	07/23/26	0.00	2750.04
RONDJO	RONDEAU QUARMBY, JOSEE	E2091159	07/23/26	0.00	535.05
ROSSNY	ROSSI, NYLA T. E.	E2091166	07/23/26	0.00	1164.77
ROSSTE	ROSSI, TELS A. E.	E2091164	07/23/26	0.00	464.51
ROWEJO	ROWE, JONATHAN M.	25067	07/23/26	365.66	0.00
RUSSIV	RUSSELL, IVY A.	25060	07/23/26	170.60	0.00
SCHUKA	SCHULZE, KARI G.	E2091114	07/23/26	0.00	1601.59
SERLAN	SERLIS, ANDREW J.	25068	07/23/26	335.07	0.00
SMITCO	SMITH, CODY M.	E2091130	07/23/26	0.00	2126.69
SMITGR	SMITH, GREGORY P.	25064	07/23/26	1080.13	0.00
STEWAL	STEWART, ALEXIS M.	25061	07/23/26	920.38	0.00
STORRI	STORY, RICHARD P.	E2091169	07/23/26	0.00	852.58
SYKECO	SYKES, COLIN S.	E2091131	07/23/26	0.00	2331.31
SYLVDE	SYLVESTER, DENISE M.	25057	07/23/26	262.27	0.00
WALTKR	WALTERS, KRISTEN L.	E2091139	07/23/26	0.00	296.13
WATEBR	WATERMAN, BRIANNAH S.	25062	07/23/26	1039.13	0.00
WATTKR	WATTERS, KRISTEN M.	25063	07/23/26	915.70	0.00
WELLMO	WELLS, MONICA R.	E2091136	07/23/26	0.00	1420.87
YOUNJE	YOUNG, JEFFREY R.	E2091141	07/23/26	0.00	1885.21
				17399.46	86977.85
				=====	=====

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 \$ *104,377.31

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

City Council:

[Home \(/DLLLicenseManagment/s/\)](#)

Application
DLL - Application - 80766

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)**APPLICATION DETAILS****RELATED INFORMATION**

Primary Phone No

Primary Contact Person

DLL - Application Id

DLL - Application - 80766

External Status

Application sent to municipality

Business Entity Name

Tavern on the Hill, LLC

Historical Id

OCP1

Business Entity Phone

802-334-9006

Application Type ⓘ

Permit

Foundational License

[LP-017416 \(/DLLLicenseManagment/s/dll-licensemaster/a5Ae000000CoybEAC/ic017416\)](#)

Application Category

OCP

Renewal Application



Application For

Outside Consumption Limited Permit

Town User Approval/Rejection Comments

Applicant Email

[dancingsails@hotmail.com \(mailto:dancingsails@hotmail.com\)](mailto:dancingsails@hotmail.com)

Contact Engagement

Applicant Name:

Designated Caterers Details

Applicant Action Comments

Indoor Or Outdoor

License/Permit Location Description

Days Since Last Modified

-1

Quantity of Alcohol required

Estimated time period for alcohol

what purpose this alcohol is used to be

Name and address from whom you purchase

Where is this alcohol to be used

Renewal Change Indicated



Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email



Start date of event

8/8/2026, 10:00 AM

End date of event

8/8/2026, 10:00 PM

Physical Location Street 1

1724 East Main Street

Physical Location Name ⓘ

Tavern on the Hill

Physical Location Street 2/Unit/Suite

Physical Location State

Vermont

Town Clerk/ Municipal Jurisdiction

Newport City

Outside Side Consumption End time

Physical Location City/Town

Newport

Outside Side Consumption Hours Requested

10:00am - 10:00pm

Do you Lease the Premises

Landlord Name

Lease Expiration Date

Landlord Email

Outside Side Consumption Start time

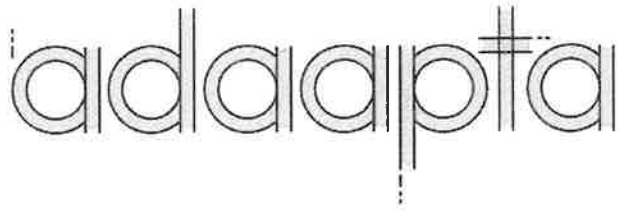
Business Location

Physical Location Zip

05855

Approximate Number of Persons Expected:

Location



July 23, 2026

White + Burke Real Estate Advisors
Stephanie Clarke, Vice President
38 Southcrest Dr.
Burlington, VT 05401
sclarke@whiteandburke.com

Re: Proposal for Newport, Vermont Market Study

Dear Ms. Clarke:

Adaapta appreciates the opportunity to respond to White + Burke Real Estate Advisors (W+B) regarding a market study for Newport, Vermont. The study will support the Newport Initiative, a community-led effort to revitalize downtown through coordinated public investment, strategic partnerships, and meaningful community engagement. Guided by the City's 2024 Detailed Master Plan, the initiative seeks to transform underutilized and vacant properties into a vibrant mixed-use downtown with new housing, commercial space, public amenities, and improved infrastructure.

Adaapta will prepare a concise, implementation-oriented market study that provides market-based guidance for future housing development within downtown Newport and adjacent redevelopment sites. The work will directly inform redevelopment decisions, public-private partnerships, infrastructure investments, and future developer solicitations. Consistent with W+B's request, the assignment is not intended to produce a comprehensive housing plan or policy document.

Scope of Work

The study will answer the core questions identified by W+B: projected demographic trends; current housing market conditions; unmet housing demand; the product types and price points most likely to succeed; realistic annual absorption; and potential housing programs or development structures best positioned to advance downtown redevelopment.

Task 1. Project Initiation and Coordination

Adaapta will conduct a virtual kickoff meeting with W+B and City representatives to confirm the study area, available local data, priority redevelopment sites, anticipated development concepts, and the intended use of the final study. Adaapta will coordinate interim progress meetings and a findings review meeting during the course of the assignment.

Task 2. Demographic and Market Area Analysis

Adaapta will evaluate current conditions and projected demographic trends for the Newport City Growth Center, and the surrounding market area. The analysis will address population and household change, age and household composition, income, tenure, employment and commuting patterns, and other factors that influence housing demand. Market boundaries will be defined based on local geography, travel patterns, available data, and the likely draw for downtown housing.

Task 3. Housing Inventory, Pricing, and Development Pipeline

Adaapta will assess the current housing market, including inventory, product type, tenure, pricing, rental rates, vacancy indicators, and available information regarding the age and condition of the housing stock. The analysis will incorporate residential permit activity and recently completed, proposed, or planned housing developments. Where relevant data are available, Adaapta will review recent Low-Income Housing Tax Credit applications and awards, including projects that were not funded, as well as housing activity associated with local or regional conservation

and community development organizations. Local broker, property manager, appraiser, and other market interviews will be used to test and strengthen the quantitative findings.

Task 4. Preliminary Estimate of Probable Demand and Absorption

Adaapta will develop a preliminary estimate of probable housing demand and realistic annual absorption for downtown and adjacent redevelopment sites. The analysis will consider household growth and change, existing unmet need, replacement demand, local and regional mobility, current vacancy and turnover, pipeline activity, and demonstrated market performance. Findings will identify the housing product types, unit sizes, affordability levels, and price or rent ranges that appear supportable, with emphasis on multifamily and mixed-use downtown opportunities.

Task 5. Housing Program and Partnership Strategy

Adaapta will evaluate the housing program and development structures most likely to position future downtown redevelopment for market success. This may include market-rate, workforce, affordable, mixed-income, senior, or other targeted housing approaches, as supported by the data. The analysis will also consider partnership models involving a community land trust or similar local entity that can identify and control properties, address local development barriers, and partner with an experienced housing developer. Adaapta will consult with appropriate housing finance and development contacts to validate assumptions regarding project scale, achievable rents, funding competitiveness, developer fees, and opportunities to reinvest value in the local land trust or community development entity.

Task 6. Implementation-Oriented Market Study

Adaapta will synthesize the research and analysis into a concise market study focused on decision-making and implementation. The study will clearly present key findings, supported development opportunities, major constraints, recommended product and program directions, probable demand and absorption, and practical considerations for future public-private partnerships and developer solicitations. The final document will be designed as a usable data package rather than a written report for cost efficiency. A full report may be requested at an additional cost.

Anticipated Data Sources

Potential sources include ESRI, U.S. Census Bureau American Community Survey data, CoStar, Placer.ai, OnTheMap, local and state permit records, rental and sales listings, housing finance and LIHTC records, available local planning materials, and interviews with market and housing development professionals. Final source selection will depend on availability, reliability, and relevance to the defined market area.

Scope Assumptions

- Meetings with W+B and the Community will be conducted virtually. A site visit is not included in the base scope.
- The primary study area will be the Newport City Growth Center and downtown redevelopment area, with broader market data drawn from the City and an appropriately defined surrounding market area.
- The base analysis will focus on multifamily and mixed-use residential opportunities. Other housing types may be discussed when they materially affect downtown demand or market positioning.
- Adaapta will rely on available secondary data and stakeholder input. A building-by-building physical condition survey, appraisal, environmental review, architectural feasibility study, or project-specific financial pro forma is not included.
- One draft study will be provided for consolidated review by W+B and the Community prior to final publication.

Anticipated Deliverables

- A concise Market Study presenting demographic trends, market conditions, unmet demand, recommended housing products and price points, preliminary annual absorption, and recommended program or partnership approaches.
- A findings review presentation or virtual meeting with W+B and Community representatives.
- One revised final study incorporating one consolidated set of comments.

Cost Estimate

The proposed scope will be billed at hourly labor rates plus direct costs, with no markup, and will not exceed the total estimate shown below without prior written authorization.

Description	Cost Estimate
Costs to complete the Scope of Work	\$15,000

Schedule

Adaapta anticipates completing the proposed scope of work within eight weeks following authorization to proceed, subject to timely receipt of requested information and consolidated review comments.

Optional Additional Services

Additional analysis of alternative housing types or commercial development may be completed through a written amendment to this Scope of Work. The estimated cost is \$8,000-10,000 per additional use type, such as single-family residential, retail, industrial, or office, with an anticipated two- to three-week schedule extension per use type. Project-specific financial modeling, site feasibility analysis, developer solicitation, or additional report preparation support may also be provided under a separate authorization.

We appreciate the opportunity to provide W+B with a proposal for services. Please contact Adaapta's Planning Director, Michelle Spohnheimer, at michelle@adaapta.com or 641-751-5480 with any questions.

Sincerely,



Danielle Getsinger
CEO



Michelle Spohnheimer
Planning Director

Enclosures: Proposal Acceptance Statement
 Adaapta, LLC - Standard Terms and Conditions
 Adaapta, LLC - Rate Sheet

Proposal Acceptance Statement

Adaapta’s proposal to White + Burke Real Estate Advisors dated July 23, 2026, with a not-to-exceed total budget of \$15,000 is hereby accepted on behalf of White + Burke, except as follows (insert exceptions, if any, or state “none”).

Exceptions or comments, if any:

Accepted By:

Signature

Date

Printed Name

Title

Standard Terms and Conditions

Adaapta, LLC

1. Services and Engagement

These terms and conditions cover our performance of the Statement of Work (the “**Service(s)**”) outlined in the corresponding proposal or communications. These terms along with any attachments, including the Proposal Acceptance Statement (collectively the “**Agreement**”), make up our entire agreement on the Services and, unless we say otherwise in writing, are the only terms that cover the Services provided by Adaapta, LLC., (“**Consultant**”, “**We**”, “**Our**” or “**Us**”) to Client (“**You**” or “**Client**”). This Agreement overrides any other understandings, agreements, negotiations, representations, warranties, or communications between you and us, both written and oral. If the terms conflict with a schedule, the schedule will override to the extent of the conflict, unless the schedule says otherwise. Each Party represents it is not relying on statements or representations not made in this Agreement. Any slideshows, presentations, reports, decks, or other materials or deliverables specifically requested by, and created for, Client under this Agreement (all “**Deliverable(s)**”) will be delivered in accordance with this Agreement. Client and the Consultant will be referred to individually as a “**Party**” and collectively as “**Parties**”.

This Agreement will also govern any other services requested by the Client, or that because a natural outgrowth of the originating services, unless a new agreement is signed. This includes services performed for subsidiaries or sister companies or entities of the Client.

2. How Contracting Works

(a) The parties may execute these terms as one-off terms and conditions. However, where the Client wants to issue multiple statements of work, scopes, purchase orders, or other transactional documents (however they are called) this Agreement will serve as a Master Service Agreement; in which case all subsequent services will be under this Agreement.

(b) For clarity, where a transactional document is issued by Client for services by Consultant, they will

be governed by this Agreement if no other mutually signed terms and conditions are executed between the Parties. This includes where Client’s transactional documents reference online terms and conditions. Where the term of the Agreement has expired, it will be considered renewed for the purposes, and duration of, the new services.

(c) To the extent supplemental transaction documents, purchase orders, or scopes conflict with this Agreement, this Agreement will prevail unless there is specific reference to the section of this Agreement that is to be modified, in which case the modification will be effective for that scope, statement of work, purchase order, or transactional document. Pre-printed terms and conditions in Client’s transactional documents will be null and void.

3. How Services Work

Before we start Services, we will establish a Statement of Work. The Statement of Work will outline the Services we perform and how. We will only be responsible for delivering Services outlined in the Statement of Work, to the specifications outlined in the Statement of Work. Upon agreement of the Statement of Work, these terms and conditions, and any attached documents, both Parties will sign the Proposal Acceptance Statement. **Please note, services outside of the Statement of Work will incur additional charges.**

4. Nature of the Services — No Guarantees

Our work and professional opinions are based on various sources of information and data. It is not uncommon for misreporting or inaccurate data entry by these original sources, including government agencies. Although we make efforts to screen for errors or data bias, it is impossible to eliminate all inherent error. **For this reason, we do not guarantee specific results and you agree to hold us harmless from the responsibility to attain specific results.** The services and work product you receive from us are recommendations only, and

subject to change as new or corrected information is obtained. Any work product received during services is an educated guess, using best practices in our industry and our best beliefs based on our expertise in the field.

There are no absolutes in this work, and because of this we do not warrant the accuracy of test results or recommendations or take liability where there is an inaccuracy with results. By signing this Agreement, you agree this is the case and you agree to indemnify, defend, and hold us as well as our Group (defined further below) harmless from any claims, damages, fees, or penalties you suffer as a result of relying, or not relying, on work product from the Services. However, if you believe we have performed an aspect of the Services that does not conform with best industry practice, notify us as outlined in Section 12 and we will remedy as outlined in the same Section.

5. Equipment, Supplies, and Client Obligations

The Client must: (i) provide access to its sites, and other facilities, as may reasonably be requested by Consultant; (ii) provide such materials, equipment, or information as the Consultant may request and ensure that such Client materials or information are complete and accurate in all material respects.

6. Changing Services

If Client wishes to change the scope or performance of the Services, it must submit details of the requested change to Consultant in writing. The Consultant will, within a reasonable time after the request, provide a written estimate to Client of any impact the changes will have on the Consultant's performance. Once negotiated and agreed to all changes must be reduced to writing to bind the Parties. The Consultant will continue to perform the Services agreed to and will not have an obligation to perform services being requested, until pricing and terms are agreed to and signed in a writing.

7. Independent Contractor

The relationship between the Parties is that of independent contractors. Nothing in this Agreement should be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have

authority to contract for or bind the other Party in any manner.

8. Your Responsibilities

You agree to: (i) respond promptly to the Consultant's request to provide direction, information, approvals, authorizations or decisions reasonably necessary to perform Services; and (ii) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to the Services.

9. Your Acts or Omissions

If our performance under this Agreement is prevented or delayed by any act or omission of you or your agents, we will not be in breach of our obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by you as a result of the delay or omission, to the extent the costs, charges or losses directly or indirectly arise from the prevention or delay.

10. Delivery, Acceptance & Delays

Our delivery is contingent upon your adherence to your obligations outlined herein. If our performance is prevented or delayed by any act or omission of you or your agents, subcontractors, consultants or employees, we will not be deemed in breach of our obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by you, in each case, to the extent arising directly or indirectly from such prevention or delay.

You will have ten (10) days from the delivery date to reject Deliverables, specifying where the Deliverables fail to comply with the Agreement or the applicable Statement of Work. Upon its receipt, we will re-perform the original Services so that the Deliverables conform to the specifications in this Agreement or the applicable Statement of Work. Not rejecting within this ten-day period will be deemed as acceptance, with all outstanding amounts becoming due and payable.

11. Fees and Expenses; Payment Terms; Interest on Late Payments

(a) In consideration of the Services performed by us, you will pay the Fee(s) outlined in the Statement of Work.

(b) You must pay all invoiced amounts due within thirty days from the date of our invoice. You must make all payments in US dollars by check, unless other arrangements are made for credit card or wire transfer prior to entering this agreement. In the event we do not receive payments from you after becoming due, we may: (i) charge interest on any such unpaid amounts at a rate of 1% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance of all Services until payment has been made in full.

12. Our Service Representations, Warranties and Disclaimers

(a) We warrant we will perform the Services using personnel of the required skill, experience, and qualifications. We will also perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(b) Your sole remedy, and our sole obligation, where there is a breach of the warranty in 12(a) will be re-performance of the Services provided you notify us of the failure within sixty days of the completion of Services. Where we, in our discretion, believe we cannot re-perform the Services we reserve the right to refund a pro-rated amount paid for the Services not conforming to this Agreement. **THE REMEDIES IN SECTION 12(b) WILL BE YOUR SOLE AND EXCLUSIVE REMEDY AND CONSULTANT'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY IN SECTION 12(a).**

(c) In interpreting information and/or making recommendations, either written or oral, as to logs, test or other data, we will give you the benefit of our best judgment based on our experience. Any interpretation of test or other data, and any recommendation or description based upon such interpretations, are opinions based upon inferences, relationships, and assumptions from empirical data and measurements. These inferences and assumptions are not infallible and may differ between professionals. **Accordingly, we cannot and do not warrant the accuracy, correctness or completeness of any such interpretation or recommendation, and interpretations or recommendations should not, therefore, under any circumstances be relied upon as the sole or main basis for any work, purchase, financial decision, or safety decisions.**

(d) EXCEPT FOR THE WARRANTY in 12(a), WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) SPECIFIC RESULTS; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13. Client's Liability and Our Limitation of Liability

(a) Client Group will be responsible for, and agrees to indemnify, defend and hold Consultant Group harmless from, any Claims that arise because of, or result from, bodily injury, death, property damage, or loss of property (in whole or part) that occurs as a result of Client Group's actions and/or during the term of the Agreement. However, the foregoing will not apply to the extent Claims arise because of or result from Consultant's gross negligence or willful misconduct.

(b) Where Consultant gets notice of a violation, it reserves the right to take down the allegedly infringing material and will notify Client of the claim.

(c) With respect to each party, its "Group" will mean its contractors, subcontractors, invitees, heirs, successors, assigns and agents, or any or all of such parties. In the case of the Consultant, "Group" will also include its subsidiaries or affiliates. "Claims" means all claims, losses, damages, expenses, causes of action, events, suits, judgments and liability of every kind, including without limitation all expenses of litigation, court costs and reasonable attorney's fees arising from this Agreement or the Services provided.

(d) IN NO EVENT WILL CONSULTANT GROUP BE LIABLE TO CLIENT (OR TO ANY THIRD PARTY) FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING

THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(e) IN NO EVENT WILL CONSULTANT GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO US UNDER THE APPLICABLE STATEMENT OF WORK, PURCHASE ORDER, SCOPE OR OTHER DOCUMENT REQUESTING SERVICES.

14. Term and Termination

This Agreement is effective on 03/03/2025 and will continue until 09/30/2028. The Agreement will continue until: (i) You cancel within thirty days; or (ii) earlier terminated by the parties in accordance with this Section 14.

In addition to any remedies available under this Agreement:

(a) We may terminate this Agreement (with immediate effect) by giving you written notice if you: (i) fail to pay any amount when due under this Agreement and such failure continues for seven days after your receipt of a notice for nonpayment; (ii) have not performed or complied with, or are in breach of any terms of this Agreement, in whole or in part; (iii) we are asked to render a position, or take an action, that is unprofessional, unethical, jeopardizes licensing, or is a violation of law, or (iv) upon 30 days' advance written notice. Where we terminate this Agreement under Section 14(a)(iv), we will reimburse amounts paid for Services not yet performed, but you will not be entitled to any other compensation. Where this Agreement expires or terminates for any other reason, all amounts payable will immediately become due and must be paid by you.

(b) You may terminate this Agreement (with immediate effect) by giving us written notice if: (i) you send written notice that we have not performed or complied with any of the terms of this Agreement; or (ii) at your convenience upon thirty days' advance written notice. Where you terminate, all amounts payable for services rendered up to the termination date will immediately become due and must be paid.

(c) For clarification, all licenses under 15(a) will survive termination of this Agreement unless otherwise stated in writing.

15. Intellectual Property

(a) Upon payment of all amounts due, Consultant hereby grants to Client an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon any Deliverables or any documentation, data compilations, reports, plans, specifications, calculations, estimates, training materials, and any other media, materials or other objects produced directly as a result of Consultant's work for Client or delivered by Consultant in the course of performing that work (collectively "**Client Materials**"). You grant Consultant an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon any Deliverables to provide the Services under this Agreement.

(b) Any programming, software, routines, libraries, tools, methodologies, processes or technologies created, adapted, or used by Consultant (collectively "**Consultant Materials**") shall be and remain the sole property of Consultant, and Client shall have no interest in or claim to such Consultant Materials except as necessary to exercise its license in the Client Materials provided for above. Notwithstanding any other provision to the contrary, Consultant shall retain ownership of any and all Intellectual Property Rights in and to (i) any systems, processes, procedures, methods, and means of expression or organization developed or utilized by Consultant in performing its obligations under this Agreement, (ii) any subject matter that is created or developed in connection with this Agreement, and (iii) any Client Materials (as defined above), which rights include, without limitation, any and all rights under the patent, trade secret, copyright or other intellectual property laws of the United States.

(c) To the extent that any of our pre-existing materials (including, but not limited to, our confidential information, our trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith) are contained in the Deliverables, we retain ownership and hereby grant you a personal, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such

preexisting materials and derivative works for internal business or internal marketing use.

(d) You grant us a limited, revocable, royalty-free, worldwide, sublicensable right to use your trade names, logos, corporate names, and domain names for the purposes of marketing you as a client. If you decide to end this license, send an email to info@adaapta.com.

16. Confidentiality

All non-public, confidential or proprietary information of the Consultant's, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed or made accessible by Consultant to Client, orally or in writing, electronic or other form or media, and whether or not identified as "confidential," in connection with this Agreement is confidential, and may not be disclosed or copied by Client without the prior written consent of the Consultant. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Client at the time of disclosure; or (iii) rightfully obtained by Client on a non-confidential basis from a third party. This Section will apply reciprocally to the Client. Upon request, the Parties may enter into a separate confidentiality agreement to protect the confidential or proprietary information of Client. This separate agreement will be subject to, and in the event of conflict superseded by, this Agreement. Either Party will be entitled to injunctive relief for any violation of this Section.

17. Compliance with Law

Each Party agrees it and its Group will comply with all applicable laws, regulations or mandatory mandates in the geographic location where Services are being performed. Where there is a violation of this Section, the failing Party will indemnify, defend and hold harmless the other Party and its Group against all damages, losses, penalties, fees and costs (including reasonable attorney's fees or dispute costs) arising from or relating to the violation to the extent of it or its Group's failure.

18. Force Majeure

Neither party will be liable or responsible to the other party, or be in default or breach, for any failure or

delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of either party including, without limitation, acts of God, flood, fire, governmental actions, strikes or other labor disputes, materials or telecommunication breakdown or power outage.

19. Miscellaneous

Waiver. No waiver of provisions in this Agreement will be effective unless in writing and signed by Us. No failure to exercise, or delay in exercising, this Agreement (entirely or partially) will be a waiver thereof.

Notices. All written notices, requests, consents, claims, demands, waivers and other communications (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth above or to such other address that may be designated by the receiving party in writing. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid), or email with receipt of confirmation. Unless this Agreement says otherwise elsewhere, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement. The Consultant reserves the right to sub-contract Services under this Agreement with at least thirty days' notice to Client and with Client's prior written approval.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns.

Nothing, express or implied, confers upon any other person or entity any legal right, benefit or remedy of any nature whatsoever under these Terms.

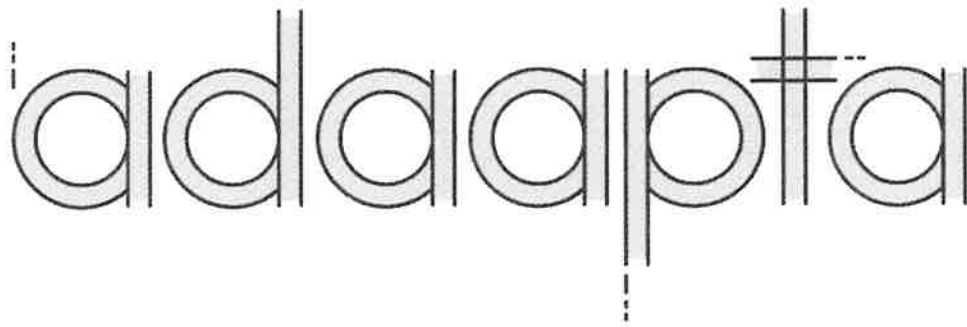
Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

Venue. Any legal suit, action or proceeding arising out of or relating to this Agreement must be in the federal or state courts of Houston, Harris County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Survival. Sections 11, 12, 13, 14, 15, 16, 17 and 18 will remain in force after any termination or expiration of this Agreement.

Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.



2025/2026 Labor Rates

<u>Labor Rates</u>		
Staff	Hourly Rates	Key Personnel
Principal	\$250	Mary Hashem and Danielle Getsinger
Expert Consultant	\$250	Shannon Loomis, Patricia Gage, Van Tom Currell, Stuart Miner, Katie Coyne, Mayra Bontemps, and Sarah Wiebenson
Director	\$200	Michelle Spohnheimer, Treasa Antony and Beth McDonald
Senior Staff	\$175	Richard Lesser, Rocío Caballero-Gill, and Jessica Francis
Associate Staff	\$150	Jamie Saunders
Project Manager	\$135	Krisandra Provencher
Technical Staff	\$125	Shelby Duncan
Researcher	\$100	<i>TBD</i>
Clerical	\$85	Erica Angell and Nick Groke

Other Direct Costs

Project-related expenses, including travel, materials, subcontractor costs, fees, and other costs incurred specifically for the project, will be invoiced at actual rates without markup.