



Regular Council Meeting
Monday, July 20 · 6:00 – 8:00pm
Video call link: <https://meet.google.com/uqn-afbt-feg>
Or dial: (US) +1 219-301-0883 PIN: 554 296 500#

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: 7/6/26
 - b. AP Warrants: 7/10/26, 7/13/26
 - c. PR Warrants: 7/8/26
 - d. Liquor Licenses, Vendor Permits, Special Events
 - i. Kingdom Swim - Saturday, July 25th
4. Public Comment on any matters not included on the agenda
5. Council response to written notice of Open Meeting Violation received July 13, 2026
6. Kate Stallman Presentation Regarding Plans for Chili Fest in September
7. Report from Chief Travis Bingham regarding concerns about public safety on the boardwalk.
8. Vermont Electric Cooperative - Approval for Pole Placement (see documents from DPW)
9. Task Force Reports
 - a. Water and Sewer: Consideration of proposed water ordinance developed by the Water and Sewer Task Force and reviewed by City Attorneys (see proposed ordinance in packet)
 - b. Financial Reporting and Fiscal Practices
 - c. Fire Department Strategic Planning
 - d. Charter Review
10. Action to set Tax Rates for FY 2027 - based on Treasurer's Proposal (see packet)
11. 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. New Business

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.

12. Old Business
13. Set the Next meeting of the Council - Regular Meeting August 3, 2026 at 6 pm
14. Adjournment

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Council Minutes

July 6, 2026

A duly warned meeting of the Newport City Council was held on July 6, 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, Andrew Touchette, City Clerk/Treasurer James Johnson, Financial and Office Administrator Kari Schulze, Assist. Clerk/Treasurers Robyn Churchill and Ashleigh Brock, Zoning Administrator Frank Cheney, Dave Laforce, Joe and Bria Gunter.

Mayor Offord-Chase called the meeting to order at 6pm.

Additions/Deletions

Mr. Johnson added an extension to the Vendor Permit for Roy Heath (Baptized in Butter) to include Gardner Park city events.

Consent Agenda, Approval of Minutes 6/15/26, 6/24/26, AP Warrants 6/30/26, 7/2/26, PR Warrants 6/17/26, 6/24/26, Permits, Northeast Pizza, Memphremagog Pushcarts, Memphremagog Community Maritime, 802 Eats, Memphremagog Arts Collaborative, Eden Ice Cider

Mr. Touchette moved to approve the consent agenda as amended. Seconded by Ms. Finegan, motion carried.

Public Comment

Ann Chiarello commented on the City Manager interview/hiring process on June 24, 2026.

Kristy Griggs commented on the drunkenness at the gazebo on the waterfront.

Introduction of Assistant Clerk/treasurer Ashleigh Brock

Mr. Johnson introduced new Assist Clerk/Treasurer Ashleigh Brock and also Assist Clerk/Treasurer Robyn Churchill who moved into the position formally held by Stacey Therrien

Action to Approve and Sign Contract with Joe Gunter to Serve as City Manager (see press release)

Mayor Ufford-Chase introduced Mr. Gunter who gave a brief statement and introduced his wife Bria. Ms. Finegan moved to approve the contract negotiated on behalf of the city council with Joe Gunter to serve as City Manager. Seconded by Mr. Touchette, motion carried. The contract will be effective August 10, 2026.

Appreciation for City Manager Search Committee

Committee chair Carter Finegan gave her appreciation on behalf of the city to Dominic cloud and Members of the Committee for their hard work on this selection for City Manager.

Decision Regarding Selection of Communication Firm to support City of Newport Development Strategies (memo attached)

Mr. Touchette approved moving ahead with the contract with Morris Strategies and authorize the Mayor to sign the contract. Seconded by Ms. Finegan, motion carried.

Action Regarding Transfer of Tax Stabilization for Track Drive LLC (attached)

Ms. Finegan moved to approve the transfer of the agreement when sold to Track Drive LLC and authorize the mayor to sign the agreement if the transaction is before the new city Manager takes over. Seconded by Mr.Touchette, motion carried. Mr. Monette abstained.

Review of Finances with Chip Stearns

Chip Stearns from NEMRC review the Due/to Due /from Report and the previous year Balance Sheet with the council.

Potential Action to Establish the FY27 City Tax Rate

Tabled until July 20, 2026 meeting.

Mayor's Intention to Sign on to the Mayors Alliance to end Childhood Hunger

Mayor Ufford-Chase intends to sign onto the alliance.

Task Force Reports

Water/Sewer, working on the budget and waiting for the City Attorney to review amendments to the ordinance.

Financial Reporting and Fiscal Practices, working on preparation for the audit.

Fire Department Strategic planning, waiting for program software

Charter Committee, meeting weekly working hard on charter revisions

Public Comment

Mr. Touchette noted that I91 access will be closed from Passumpsic Bank to Western Ave until September for bridge work.

Ms. Pare' commented on the vagrancy at the gazebo on the boardwalk would like to talk with Chief Bingham about it.

New Business

None

Old Business

None

Next Meeting Date

Ms. Finegan moved to set the next meeting for July 20, 2026. Seconded by Mr. Monette, motion carried.

Adjournment

Ms. Finegan moved to adjourn at 8:20 pm. Seconded by Ms. Pare', motion carried.

Attested _____ this _____ Day of _____ 2026

Mayor

For Immediate Release

Contact: Mayor Rick Ufford-Chase (845) 608-4056

Joe Gunter (603) 340-2633

Newport Poised to Select New City Manager

At Monday evening's City Council meeting, the Newport City Council will sign an employment contract with Joe Gunter of Middletown Springs, Vermont to be the next City Manager. Gunter was selected from a pool of 30 candidates in a national search.

Gunter has most recently served as the Fair Haven Town Manager. During his 8-year tenure, he reinvigorated long-shelved public works projects, attracted \$12 million in new grants for infrastructure and community revitalization initiatives, and led the Town's efforts to attract new housing development projects. Prior to Fair Haven, Gunter held a similar position in New Hampshire and led a \$130 million municipal infrastructure program in Afghanistan with U.S. AID.

Originally from Michigan, he earned his B.A. in International Relations at the University of Michigan and completed an M.S. in Economics: Commerce and Economic Development from Northeastern University. He also spent seven years as a heavy equipment repair technician and served in the Peace Corps in West Africa.

According to Newport Mayor Rick Ufford-Chase, "Joe is uniquely qualified to fill this important role. Our search committee interviewed six candidates and had a strong enough pool to highly recommend two of them for Council consideration. The council agreed that we had two very good candidates but ultimately decided that Joe Gunter is the strongest possible match for this moment in the City of Newport."

Cathy Valley, a Newport resident who served on the search committee, was pleased with the news that he had accepted the offer from Newport. "Joe's 'find a way' spirit and approachable manner is a great fit for our community. He won me over when he stated the City Manager role is a lifestyle."

Newport Police Chief Travis Bingham, who also served on the committee, concurred. "I'm really excited for the opportunity to have such a professional leading the City of Newport. His background in economic development, professional leadership and community engagement is exactly what Newport needs at this time."

Community Resident Lizzie Alexander was similarly enthusiastic: "Joe is the real deal. His experience advocating for rural Vermonters at the state level is going to prove important for our sometimes-forgotten corner of the Northeast Kingdom. His strong character, proven skills, and

confident-but-humble demeanor are exactly what Newport needs right now in a leader. Just like our community, Joe is multi-faceted, and will defy any box you try to put him in. I can't wait for him to surprise all of us in the best possible way."

Council Member Andrew Touchette, who also sat on the Search Committee, said that he was particularly impressed with Gunter's ability to connect with the community in Fair Haven. "Joe told us that his first job is to be accessible to everyone in town, and to treat every person with respect. He's a great match for the effort we have been making to get our community members more deeply involved in solving our biggest challenges."

Touchette mentioned a project Gunter championed in Fair Haven that particularly caught his attention. "They created an internship with the local high school to get young people involved in their Public Works, Police, and Accounting Departments, and have ended up hiring some of those young people into long-term positions. This is the kind of creative thinking that we're really looking for in Newport," said Touchette.

According to Ufford-Chase, Gunter clearly has the experience, qualifications, and energy to encourage Newport's ambitious redevelopment plans. "Joe Gunter has been cultivating his experience in economic development work his entire adult life. From Northeastern University to Afghanistan to Fair Haven Vermont, he's been preparing himself to partner in the Newport Initiative. I think he will be a great asset."

Council President Carter Finegan, who chaired the search committee, appreciated all the work that has gone into this effort. "We are grateful to the members of the Search Committee, and especially for the guidance we received from Dominic Cloud and the Vermont League of Cities and Towns. We knew that we needed our next manager to be a stabilizing force, and a consensus builder. Given Joe's genuine excitement talking about Newport opportunities in economic development as well as his interest in connecting with our community residents, we really felt he checked all the boxes."

According to Gunter himself, "I am thrilled with this opportunity. Newport has so much going for it – from its location on Lake Memphremagog to the strong sense of determination and community pride. I'm especially eager to participate in the redevelopment of its downtown and the long-term strategies envisioned for the City's revitalization."

Gunter expects to attend the City Council meeting on Monday night, July 6th, and to sign the contract with the City Council at that time. He will make brief public comments and address questions about the timing of the transition before the council moves on to other matters.

Memo to Council

From: Mayor Rick Ufford-Chase

Re: Recommendation to contract with a Communications Firm

Date: 7/02/2026

Council Members,

Newport Downtown Development and Consultant Stephanie Clarke from White and Burk Real Estate Advisors have circulated a Request for Proposals seeking a company to help develop and implement the City's community education and communications strategy regarding long-range economic development efforts.

The RFP described the task as follows:

Newport Downtown Development ("NDD"), in partnership with the City of Newport and regional stakeholders, is seeking proposals from qualified communications, public relations, and community engagement firms to support a long-term public awareness and education initiative related to transformative economic development and infrastructure investment efforts in the City of Newport, Vermont.

The selected consultant or consultant team will assist with strategic communications, public outreach, media relations, educational content, and community engagement activities associated with "The Newport Initiative" — an effort focused on revitalizing key downtown properties, supporting housing and economic development, modernizing infrastructure, and expanding the City's Grand List in a manner intended to stabilize or reduce the municipal tax burden over time.

As Stephanie Clarke explained to us at our last meeting, a dedicated communications strategist plays a crucial role in the economic development process. Good community engagement means creating ongoing and sustainable education, facilitating feedback loops, and keeping an eye out for opportunities to meet people where they are.

White and Burke received three proposals on the City's behalf. All three offered a monthly fee for a projected timeline of twelve to eighteen months. Morris Strategies proposed \$3500 per month. Katherine Levasseur's proposal came in at \$4,000 per month. Junapr proposed a fee of \$4500 per month.

Based on a careful reading and evaluations of the proposals, the NDD Team has selected two of the firms with whom they hope to carry out interviews by video conference in advance of the Council meeting on Monday night. If successful, they will come to the Council meeting with a recommendation for Council's consideration..

If Council is prepared to move ahead with this contract, we would need to pass a motion authorizing the Mayor to review any proposed contract with the City's legal counsel and sign the document with our attorney's approval.

Funding for this contract would come from one of the following three sources (in order of preference):

1. A grant from the VT Community Foundation if the way be clear. This is our first choice in order to reserve the following two sources of income for other needs.
2. Allowable 80% from the USDA RBDG funding that NDD is administrating on the City's behalf.
3. The City's Walmart/Economic Development Fund to cover the remaining 20% match for the USDA RBDG grant.

MEMO

July 2, 2026

To: Newport City Council
From: Frank Cheney, Tax Assessor
RE: Tax Stabilization Agreement

The Newport City Council approved the execution of a 5-year tax stabilization agreement with the Northeast Kingdom Development Corporation (NEKDC) on 2/2/2026 for its property located at 172 Bogner Drive, the effective start date was 4/1/2026. The original agreement contained a provision that at the City Councils discretion that it could be transferred if the property was sold during the stabilization period.

Track Drive LLC is now purchasing the property and is requesting that the City of Newport transfer the established Tax Stabilization Agreement to the new ownership.

I have attached a copy of the original and draft agreement for your review and consideration.

Frank Cheney

07/10/2026

City of Newport Accounts Payable

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10:58 am

Check Warrant Report # Current Prior Next FY Invoices

jjohnson

Unpaid Invoices For Check Acct 01(GENERAL FUND) From 07/10/2026 To 07/10/2026

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AIGS	AIGS AI GLOBAL SOLUTIONS LLC	9717 TM Hours	3330.00	0.00	-----	-----	--/--/--
AMAZON	AMAZON BUSINESS	1XCW-GJWN-FJ 6/1/26 to 6/30/26	1736.05	0.00	-----	-----	--/--/--
BANKAMER	BANK OF AMERICA	06/30/26 June 01, 2026 - June 30,	6168.06	0.00	-----	-----	--/--/--
BELOIN	BELOIN COMPUTING	7/6/2026 Computer	799.00	0.00	-----	-----	--/--/--
BROWMI	MICHAEL BROWN	7/1/26 reimbursements	204.72	0.00	-----	-----	--/--/--
BUDROS	AG SUPERMARKETS INC	01-968744 ice cream	34.26	0.00	-----	-----	--/--/--
CANON SOL	CANON SOLUTIONS AMERICA INC	6016483165 Maintenance - Copier Usa	16.46	0.00	-----	-----	--/--/--
EASTERN SY	EASTERN SALES INC.	167.32 BLUE CHECKS	346.00	0.00	-----	-----	--/--/--
ENDYNE	ENDYNE INC	583937 Prouty Beach e coli	25.00	0.00	-----	-----	--/--/--
GATES	GATE'S ELECTRIC INC	6829 electrical work	90.00	0.00	-----	-----	--/--/--
GATES	GATE'S ELECTRIC INC	6832A Prouty Beach breakers	209.82	0.00	-----	-----	--/--/--
GATES	GATE'S ELECTRIC INC	6830 Prouty Beach Breakers	90.00	0.00	-----	-----	--/--/--
GATES	GATE'S ELECTRIC INC	6873 Run MC/mount disconnect.	795.88	0.00	-----	-----	--/--/--
GRAINGER	GRAINGER	9974559925 PALLET JACK	775.37	0.00	-----	-----	--/--/--
GRANITE	THE GRANITE GROUP	18785400-00 Aluminum Pipe	102.30	0.00	-----	-----	--/--/--
HOLLAND	HOLLAND COMPANY, INC.	PI-40096 Aluminum Sulfate	4904.25	0.00	-----	-----	--/--/--
JOHNJA	JAMES JOHNSON	07082026 reimbursement Medicare	202.90	0.00	-----	-----	--/--/--
JOHNNI	NICOLE JOHNSON	07082026 reimbursement Medicare	202.90	0.00	-----	-----	--/--/--
LETS CAMP	LETS CAMP HOLDINGS INC	PCM41 booking fees	2.00	0.00	-----	-----	--/--/--
LETS CAMP	LETS CAMP HOLDINGS INC	PCM53380A booking fees	78.00	0.00	-----	-----	--/--/--
LETS CAMP	LETS CAMP HOLDINGS INC	PCM53576 booking fees	106.00	0.00	-----	-----	--/--/--
MCMASTER	MCMASTER-CARR SUPPLY CO	67307118 Compression Tube Fitting	32.70	0.00	-----	-----	--/--/--
MSK ATTY	MSK ATTORNEYS	63048 Development (legal)	237.00	0.00	-----	-----	--/--/--
NVDA	NORTHEASTERN VT DEVELOPMENT AS	FY27-Appr. FY2027 Town Appropriatio	4232.00	0.00	-----	-----	--/--/--
NWPT AMBL	NEWPORT AMBULANCE SERVICE INC	269 Ambulance Coverage for J	21536.89	0.00	-----	-----	--/--/--
NWPT CNCT	NEWPORT AREA CONCERT BAND	070226 Concert Band donation	500.00	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	368900 CLOTHESLINE, TAPE	51.55	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	368944 PAINT	134.38	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369072 KEY CUTTING	7.60	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369104 TWIST LINE	23.74	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369174 PADLOCK	6.93	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369211 bulbs	49.17	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369347 FIELD MARKER	16.14	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369031 CAUTION TAPE	9.30	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369255 40CT 13GAL KITCHEN	9.97	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369354 EXT CORD	75.98	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369685 5' GRADE STAKES	30.39	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369726 BROOM	13.29	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369734 KEY CUTTING	3.80	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369802 MARKING PAINT	23.26	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369839 SILICONE SPRAY LUBE	8.54	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369896 uniform, line	194.73	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369957 SHOVELS	144.36	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	369986 FIELD MARKER	26.74	0.00	-----	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC	370002 TANK SPRAYER, gripper ba	27.52	0.00	-----	-----	--/--/--
RAY	RAY'S AUTO SERVICE	4011 2025 TAHOE AUTO WORK	110.36	0.00	-----	-----	--/--/--
ROBEJA	INDEPENDENT INSURANCE BROKER	2ndqtr Insurance services	400.00	0.00	-----	-----	--/--/--
SECURSHRE	SECURESHRED	535659 comsole	33.00	0.00	-----	-----	--/--/--
SOUTHBAY	SOUTH BAY SUPPLY	818564 FLEETRUNNER BELT	32.17	0.00	-----	-----	--/--/--
SOUTHBAY	SOUTH BAY SUPPLY	819108 Ignition Coil	46.84	0.00	-----	-----	--/--/--

07/10/26

City of Newport Accounts Payable

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10:58 am

Check Warrant Report # Current Prior Next FY Invoices

jjohnson

Unpaid Invoices For Check Acct 01(GENERAL FUND) From 07/10/2026 To 07/10/2026

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
SOUTHBAY SOUTH BAY SUPPLY	819356	BED LINER, PRYBAR	260.99	0.00	-----,--	-----	--/--/--
STAPLES STAPLES	6067863974	office supplies	104.19	0.00	-----,--	-----	--/--/--
TAPLINSEP TAPLIN SEPTIC PUMPING AND PORT	I8878	Monthly Rental: Portable	520.00	0.00	-----,--	-----	--/--/--
TAPLINSEP TAPLIN SEPTIC PUMPING AND PORT	I8879	Monthly Rental: Portable	145.00	0.00	-----,--	-----	--/--/--
TECH PATR TECH PATROL INC.	9679	repair sign	300.00	0.00	-----,--	-----	--/--/--
TOWN GATE TOWNSGATE CLOSING SERVICES	07022026	overpayment	15.00	0.00	-----,--	-----	--/--/--
USABLU USA BLUEBOOK	INV01092624	10 ml Sample	147.33	0.00	-----,--	-----	--/--/--
VHB VANASSE HANGEN BRUSTLIN INC	0517198	Newport TIF District Sup	4340.36	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026d	05/17/2026 06/17/2026	24.33	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026e	05/17/2026 06/17/2026	24.33	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026f	05/17/2026 06/17/2026	191.53	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026jj	05/17/2026 06/17/2026	47.08	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026kk	05/17/2026 06/17/2026	978.53	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026l	05/21/2026 06/22/2026	8981.98	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026oo	05/17/2026 06/17/2026	528.82	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026pp	05/17/2026 06/17/2026	306.17	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026s	05/17/2026 06/17/2026	410.43	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026tt	05/17/2026 06/17/2026	160.83	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026uu	05/17/2026 06/17/2026	342.39	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/26/2026ff	05/24/2026 06/23/2026	24.33	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026ll	05/17/2026 06/17/2026	76.24	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026mm	05/17/2026 06/17/2026	686.97	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026nn	05/17/2026 06/17/2026	110.69	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026qq	05/17/2026 06/17/2026	573.43	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026rr	05/17/2026 06/17/2026	110.03	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026ss	05/17/2026 06/17/2026	618.72	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/22/2026zz	05/17/2026 06/17/2026	488.18	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/26/2026aa	05/24/2026 06/23/2026	154.21	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/26/2026bb	05/24/2026 06/23/2026	4165.54	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/26/2026c	05/24/2026 06/23/2026	113.35	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/26/2026hh	05/24/2026 06/23/2026	5743.36	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	06/26/2026p	05/24/2026 06/23/2026	37.14	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026b	05/30/2026 06/29/2026	52.82	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026ii	05/30/2026 06/29/2026	134.99	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026ww	05/30/2026 06/29/2026	25.79	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026xx	05/30/2026 06/29/2026	474.92	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026a	05/30/2026 06/29/2026	1402.41	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026gg	05/30/2026 06/29/2026	168.57	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026i	05/30/2026 06/29/2026	24.33	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026j	05/30/2026 06/29/2026	24.33	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026m	05/30/2026 06/29/2026	133.00	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026r	05/30/2026 06/29/2026	89.93	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026u	05/30/2026 06/29/2026	261.99	0.00	-----,--	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/02/2026vv	05/30/2026 06/29/2026	360.07	0.00	-----,--	-----	--/--/--
W B MASON WB MASON CO INC	262854061	KCUP, GMT, FLAVORED	22.54	0.00	-----,--	-----	--/--/--
WHITE BUR WHITE AND BURKE REAL ESTATE AD	14902	Professional Services	6627.50	0.00	-----,--	-----	--/--/--

07/10/2026
10:58 am

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 07/10/2026 To 07/10/2026

Page 3 of 3
jjohnson

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			88,773.99	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 \$ ****88,773.99
Let this be your order for the payments of these amounts.

07/13/26
01:12 pm

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 02 (GENERAL FUND) From 06/01/26 To 06/30/26

Page 1
xchurchill

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
VTRETIRE VMERS DB	PR-06/11/26	Payroll Transfer	29480.53	0.00			--/--/--
VTRETIRE VMERS DB	PR-06/11/26A	Payroll Transfer	-542.47	0.00			--/--/--
VTRETIRE VMERS DB	PR-06/16/26	Payroll Transfer	86.46	0.00			--/--/--
VTRETIRE VMERS DB	PR-06/25/26	Payroll Transfer	38768.34	0.00			--/--/--
VTRETIRE VMERS DB	06.30.2026	VMERS Adj	0.12	0.00			--/--/--
Report Total			67,792.98	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 \$ ****67,792.98
Let this be your order for the payments of these amounts.

07/08/26
11:00 am

City of Newport Payroll
Check Warrant Report #
Check date 07/09/26 to 07/09/26

Page 1 of 2
rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
BENND0	BENNETT, DONNA J.	24931	07/09/26	1412.65	0.00
BENNLY	BENNETT, LYLLIAN G.	24932	07/09/26	222.00	0.00
BERNTH	BERNIER, THOMAS L.	E2091085	07/09/26	0.00	2386.51
BINGTR	BINGHAM, TRAVIS R.	E2091063	07/09/26	0.00	2470.06
BLAIJE	BLAIS, JEFFREY C.	E2091108	07/09/26	0.00	844.84
BORSSA	BORSARI, SAMUEL J.	24926	07/09/26	1320.33	0.00
BOUCBE	BOUCHER, BENJAMIN G.	E2091086	07/09/26	0.00	1520.65
BROCAS	BROCK, ASHLEIGH E.	E2091059	07/09/26	0.00	951.49
BROWMI	BROWN, MICHAEL E.	E2091102	07/09/26	0.00	334.80
BROWMI	BROWN, MICHAEL E.	E2091101	07/09/26	0.00	1844.97
Total of 2 items for BROWMI				0.00	2179.77
BRUNAE	BRUNELL, AERO M.	24933	07/09/26	661.65	0.00
BURDRO	BURDICK, ROBERT A., JR	E2091087	07/09/26	0.00	1511.25
CAMBTU	CAMBER, TUCKER J.	E2091088	07/09/26	0.00	1607.06
CARRER	CARRIER, ERIC A.	E2091097	07/09/26	0.00	2398.52
CHENFR	CHENEY, FRANCIS E., III	E2091062	07/09/26	0.00	2335.83
CHURRO	CHURCHILL, ROBYN D. H.	E2091060	07/09/26	0.00	2221.82
DILLTR	DILLON, TRAVIS J.	E2091089	07/09/26	0.00	1917.69
FLYNKU	FLYNN, KURK O.	E2091075	07/09/26	0.00	3499.27
FORTJER	FORTIN, JEREMIAH E.	24928	07/09/26	992.34	0.00
GAGELA	GAGE, LARRY L., JR	E2091090	07/09/26	0.00	1692.66
GONYAN	GONYAW, ANDREW T.	E2091064	07/09/26	0.00	3302.12
GOSSRO	GOSSSELIN, ROBERT J.	E2091111	07/09/26	0.00	1393.74
GOSSROG	GOSSSELIN, ROGER M.	E2091081	07/09/26	0.00	244.89
GRENLE	GRENIER, LEO C., III	24927	07/09/26	2088.18	0.00
HAMIZA	HAMILTON, ZACHARY P.	E2091109	07/09/26	0.00	1364.26
HARTER	HARTMAN, ERIC P.	E2091091	07/09/26	0.00	1406.25
HERMJA	HERMAN, JASON M.	E2091098	07/09/26	0.00	2042.84
HORNDU	HORNE, DUSTIN J.	E2091080	07/09/26	0.00	1530.68
JACOTA	JACOBS, TANNER D.	E2091065	07/09/26	0.00	1314.73
JOHNJA	JOHNSON, JAMES D.	E2091061	07/09/26	0.00	1868.08
KEITNI	KEITHAN, NICHOLAS N.	E2091066	07/09/26	0.00	2102.81
KREIKI	KREIG, KIMBERLY S.	24925	07/09/26	73.93	0.00
LACoke	LACOSS, KEVIN W.	E2091083	07/09/26	0.00	548.77
LANCAL	LANCASTER, ALEX R.	E2091095	07/09/26	0.00	992.34
LANCRJ	LANCASTER, ROYCE J., JR	E2091092	07/09/26	0.00	1455.45
LANCRO	LANCASTER, ROYCE E., SR	E2091067	07/09/26	0.00	1135.75
LECLJJ	LECLAIR, JAMES A., JR	E2091068	07/09/26	0.00	2334.93
LEINEM	LEINOFF, EMILY R. L.	E2091076	07/09/26	0.00	1063.83
LILLJO	LILLIS, JOSHUA S.	E2091069	07/09/26	0.00	905.82
MARCCO	MARCOUX, COREY J.	E2091093	07/09/26	0.00	912.99
MARCKI	MARCOTTE, KIERA B.	24934	07/09/26	928.82	0.00
MARSJA	MARSH, JARED A.	E2091099	07/09/26	0.00	2337.98
MATTCH	MATTHEWS, CHRISTOPHER B.	E2091096	07/09/26	0.00	1178.88
MCCAED	MCCARTER, EDWARD R.	24941	07/09/26	848.22	0.00
MCCAJA	MCCARTER, JAYMI N.	24942	07/09/26	649.74	0.00
MCGINA	MCGILLIVRAY, NATHAN J.	24935	07/09/26	1168.39	0.00
MCKEDO	MCKENNY, DOUGLAS G., JR	24929	07/09/26	1908.00	0.00

07/08/26
11:00 am

City of Newport Payroll
Check Warrant Report #
Check date 07/09/26 to 07/09/26

Page 2 of 2
rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
MILLER	MILLER, ERIC R.	E2091077	07/09/26	0.00	2772.49
MORIJO	MORIN, JONATHAN L.	E2091070	07/09/26	0.00	2822.09
MOULCH	MOULTON, CHARLES D.	E2091071	07/09/26	0.00	2226.22
PATEAN	PATENAUDE, ANDREW M.	E2091094	07/09/26	0.00	1759.51
PAVEWI	PAVELCHAK, WILLIAM J.	E2091100	07/09/26	0.00	233.34
PHILEM	PHILLABAUM, EMILY G.	E2091078	07/09/26	0.00	617.81
PROVHA	PROVENCHER, HAZEN M.	E2091112	07/09/26	0.00	363.73
RIVARO	RIVARD, ROBERT L.	E2091104	07/09/26	0.00	1181.47
RIVASP	RIVARD, SUSAN P.	E2091105	07/09/26	0.00	476.63
RIVENI	RIVERS, NICHOLAS R.	E2091072	07/09/26	0.00	2595.35
RONDJO	RONDEAU QUARMBY, JOSEE	E2091106	07/09/26	0.00	956.33
ROSSNY	ROSSI, NYLA T. E.	E2091110	07/09/26	0.00	1178.21
ROSSTE	ROSSI, TELS A. E.	E2091107	07/09/26	0.00	526.82
ROWEJO	ROWE, JONATHAN M.	24943	07/09/26	305.56	0.00
RUSSIV	RUSSELL, IVY A.	24936	07/09/26	556.86	0.00
SCHUKA	SCHULZE, KARI G.	E2091058	07/09/26	0.00	1601.59
SEARES	SEARLES, ESTHER M.	24930	07/09/26	69.26	0.00
SERLAN	SERLIS, ANDREW J.	24944	07/09/26	280.07	0.00
SMITCO	SMITH, CODY M.	E2091073	07/09/26	0.00	1936.35
SMITGR	SMITH, GREGORY P.	24940	07/09/26	868.24	0.00
STAPMA	STAPLES, MARY E.	E2091103	07/09/26	0.00	207.79
STEWAL	STEWART, ALEXIS M.	24937	07/09/26	1013.14	0.00
STORRI	STORY, RICHARD P.	E2091113	07/09/26	0.00	727.45
SYKECO	SYKES, COLIN S.	E2091074	07/09/26	0.00	2012.04
WALTKR	WALTERS, KRISTEN L.	E2091082	07/09/26	0.00	254.89
WATEBR	WATERMAN, BRIANNAH S.	24938	07/09/26	1091.09	0.00
WATTKR	WATTERS, KRISTEN M.	24939	07/09/26	820.65	0.00
WELLMO	WELLS, MONICA R.	E2091079	07/09/26	0.00	1698.56
YOUNJE	YOUNG, JEFFREY R.	E2091084	07/09/26	0.00	1876.10
				17279.12	84999.33
				=====	=====

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 \$ *102,278.45

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

City Council:

SPECIAL EVENT PERMIT APPLICATION

222 Main Street · Newport, VT 05855
Tel. (802) 334-2112 · Fax (802)334-5632

EVENT ORGANIZER

Business/Organization: Kingdom Games, Inc.

Contact Person: Phil White

Email: phil@kingdomgames.co

Billing Address: 649 Sunset Acres, Newport, VT 05855

Phone: (802) 249-9100

Home ☐ **Work** ☒ **Cell** ☐

Phone:

☐ **Home** ☐ **Work** ☐ **Cell**

Website: www.kingdomgames.co

Fax:

EVENT DETAILS**Event Dates:**

Set-Up	Saturday
Main Event	Saturday
Break-Down	Saturday
Rain Date(s)	Sunday

Date(s)

July 25, 2026	5 am to 11 am
July 25, 2026	5 am to 5 pm
July 25, 2026	5 pm to 6 pm
July 26, 2026	5 am to 8 pm

Time(s)

Use(s)

Day(s) of the week

Event Description:

1, 3, 6, 10, and 16 mile swims in Newport and Derby Bays of Lake Memphremagog

This year we will provide lunch and have a vendor supplementing

Is this an annual event? ☐ **No** ☒ **Yes, this is our 18th year hosting this event.**

Location/Venue: Prouty Beach

Location/Venue Maximum Capacity: 1000

Number of People Expected to Attend (includes participants, spectator

, staff/volunteers, vendors, entertainers): 250

PUBLIC HEALTH & PUBLIC SAFETY**Public Safety/Security Plan:**

Attached is our [Kingdom Swim Safety Plan](#)
Newport Police Officers on the water.

We have two

First Aid/Medical Emergency Plan:

See Safety Plan. An EMT will be stationed on the beach from 8 am to 5 pm

Parking Plan:

We will park no more than 50 vehicles at Prouty Beach and use the High School Parking lot after that. No Parking Signs along the access road to the beach and above when full.

Litter Clean-up & Trash Plan:

We will use several garbage cans and remove all garbage.

Restroom Plan:

We will use the Prouty Beach Beach House

Will you have amplified sound? If so, please explain:

Yes. We will have a DJ and boom box on the beach during the swim

Will your event include a parade or road closure? If so, please explain:

No Parades are planned..

Additional Services or Requests:

We have reserved the Pavilion. We have made arrangements with Newport Police for coverage on the water and Newport Ambulance Services

ATTACHMENTS - All large event permit applications must include:

- ☐ \$25 non-refundable permit fee payable to City of Newport
- ☐ Site map describing layout of event space.*
- ☐ Certificate of Insurance including \$1,000,000 general liability coverage, listing the City of Newport as additional insured.

*** SITE MAPS must include:**

Aerial view showing placement of parking, entrances/exits, tents, picnic/food areas, restrooms, waste receptacles, utilities (power/water supply), security/emergency bases, vendors, stage/entertainment/activity areas, seating and other pertinent areas.

By signing below, I acknowledge the information provided on this application is true and accurate. This application must be reviewed by relevant municipal departments and submitted at least 30 days prior to the event date. I understand that this permit is not approved until I have received confirmation from the City of Newport.

Signature:



Print: Philip H. White Date: 7/16/2026

11/6/19

MUNICIPAL DEPARTMENT REVIEW

In this section, it is the Event Organizer's responsibility to solicit feedback from relevant municipal departments. During the review period, the Event Organizer may need to answer additional questions or make adjustments in the interest of public safety or convenience. This process may take up to two weeks and must be completed before the Event Permit application is submitted. Applications that have not been reviewed by department heads will not be accepted.



· **NEWPORT PARKS & RECREATION**
Jessica Booth, Director
JBooth@NewportRecreation.org
(802)334-6345

- Reviewed – Recommend approval with no conditions.
- Reviewed – Recommend approval with conditions:

· Reviewed – Do not recommend approval.

Signature:



Date:

7/17/26



· **NEWPORT POLICE DEPARTMENT**
Travis Bingham, Lieutenant
Travis.Bingham@newportpd.org
(802)334-6733

- Reviewed – Recommend approval with no conditions.
- Reviewed – Recommend approval with conditions:

· Reviewed – Do not recommend approval.

Signature:

Date:



· **NEWPORT FIRE DEPARTMENT**
Jamie LeClair, Chief
Jamie.LeClair@NewportVermont.org
(802)334-7919

- Reviewed – Recommend approval with no conditions.
- Reviewed – Recommend approval with conditions:

· Reviewed – Do not recommend approval.

Signature:

Date:



· **NEWPORT PUBLIC WORKS**

Tom Bernier, Director
Thomas.Bernier@NewportVermont.org
(802)334-2124

- Reviewed – Recommend approval with no conditions.
- Reviewed – Recommend approval with conditions:

- Reviewed – Do not recommend approval.

Signature: _____ Date: _____

· **OTHER:**

Contact: Rick V.C.

Title: MAYOR

Email: _____

Phone: _____

- Reviewed – Recommend approval with no conditions.
- Reviewed – Recommend approval with conditions:

- Reviewed – Do not recommend approval.

Signature: [Signature] Date: 7/17/20

SUBMIT COMPLETED FORM TO: City of Newport, ATTN: City Clerk, 222 Main Street, Newport VT 05855
Email: James.Johnson.Clerk@NewportVermont.org **Phone:** 802-334-2112 **Fax:** 802-334-5632



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SportsInsurance.com P.O. Box 1155, Lake Placid, NY, 12946	CONTACT NAME:		
	PHONE (A/C, No, Ext): 1-866-889-4763 FAX (A/C No):		
	E-MAIL ADDRESS: info@sportsinsurance.com		
	PRODUCER CUSTOMER ID :		
INSURED Sports Marketing Program Management Inc. Kingdom Games, Inc. 649 Sunset Acres Newport, VT, 05855	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Texas Insurance Company		16543
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER: A-SP-SI-26-04-13-370525 485878****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	BESGLPTNV011501_170012_03	05/17/2026	03/01/2027	EACH OCCURRENCE \$ 1,000,000.00
	☒ COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE TO PREMISES RENTED (Any one premises) \$ 300,000.00
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (any one person) \$ 5,000.00
	☒ INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY \$ 1,000,000.00
	GENERAL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000.00
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000.00
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO ☐ HIRED AUTOS						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ NON-OWNED AUTO						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under SPECIAL PROVISIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
A	OTHER						E.L. DISEASE - POLICY LIMIT \$
	Abuse/Molestation	Y	N	BESGLPTNV011501_170012_03	05/17/2026	03/01/2027	Each Occurrence: \$ 25,000.00 Aggregate: \$ 50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Liability Policy Deductible: \$0.00 Deductible for Bodily Injury and \$ 1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDER

City of Newport
222 Main Street
Newport, VT, 05855

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Di Perno

AGENCY SportsInsurance.com		NAMED INSURED Kingdom Games, Inc.	
POLICY NUMBER BESGLPTNV011501_170012_03		649 Sunset Acres Newport, VT, 05855	
CARRIER Texas Insurance Company	NAIC CODE 16543	EFFECTIVE DATE: 05/17/2026	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
RE: Registered Running participants: 05/23/2026 - 05/23/2026, 07/04/2026 - 07/04/2026, 10/03/2026 - 10/03/2026; Registered Swimming - open water - Lakes and oceans, large class one rivers participants: 07/25/2026 - 07/25/2026, 05/25/2026 - 05/26/2026, 07/13/2026 - 07/13/2026, 08/11/2026 - 08/11/2026, 08/17/2026 - 08/17/2026, 08/24/2026 - 08/24/2026, 08/31/2026 - 08/31/2026, 09/08/2026 - 09/08/2026, 08/01/2026 - 08/01/2026, 08/02/2026 - 08/02/2026, 08/03/2026 - 08/03/2026, 08/04/2026 - 08/04/2026, 08/05/2026 - 08/05/2026, 08/06/2026 - 08/06/2026, 08/08/2026 - 08/08/2026, 08/09/2026 - 08/09/2026; Registered Cycling - Gravel Bikes - Electric, Assisted, or Ebike participants: 10/03/2026 - 10/03/2026; Registered Swimming - Pool participants: 02/27/2027 - 02/28/2027; Registered Cycling - Gravel Bikes participants: 05/23/2026 - 05/23/2026;

Kingdom Swim 2026

Safety - Swimmers and Yackers

First Rule of safety is that each swimmer is qualified (having swum at least 2/3rds the distance in open water that is not current assisted) and each swimmer is in good health.

Second Rule of Safety is that each swimmer must be accompanied by an escort kayaker and stay within 15 feet of the kayak at all times (except for the start)

Rough water. Memphremagog can be still and flat like a pancake at times and it can get pretty frisky, even during the same swim. If the wind picks up and the waves get high, we'll let you swim. If it's too much for you, pull yourself. Some downhill skiers love moguls, some hate them. Unless things get too extreme for our patrol boats to provide coverage, we'll let you swim.

We have volunteer motorboats out on the course. And, the Newport Police Department.

Yackers, if your swimmer is in distress and needs to be pulled, toss them your extra pfd and signal for help. Blow your air horn ONCE (to get our attention) Then wave your American Flag (so we can locate you)

If you are not getting a response, use your cell phone to call one of the three following numbers:

- Phil White: 802-249-9100
- Kristian Pearson: 802-673-6706
- Peter Channell: 819-434-1911

Yackers bring your cell phones in a sealed baggie and pre-program these numbers into your phone in advance

In the event of a thunderstorm, loss of visibility, or high winds, we will evacuate the lake. We will issue THREE SUSTAINED BLASTS of our air horns. Our motorboats will pick up swimmers first and as we do, we will ask kayakers to paddle quickly to one of the evacuation points located on our course charts.

Please download and make your own copies of the relevant [Course Charts of Kingdom Swim](#) have them with you. We will not be handing them out at the time of registration.

We will be clearing the lake at 5 pm. If you are more than 2 miles from the finish at 4:30 pm we will pull you at that time.

After all swimmers pass by buoy 1, 1A, and 2 we will be pulling them so as to avoid confusion with Buoys 7 and 8 on the return

All kayakers and swimmers should review our short guide to escort kayaking: [Yackers Rule](#)

Kayakers please bring an air horn with you, if you can. We will provide small American flags for all of you. (We will have some extra airhorns on the beach) They will be on the beach on the morning of the swim.

We will be setting the buoys on Thursday. There are two ways to familiarize yourself with the course.

1. **Kayakers are welcome to kayak their course on Friday.**
2. **The [Northern Star](#) still has openings on Thursday and Friday afternoon.**

Navigation. The buoys are sometimes far apart. (This is especially true for the 10 milers and Border Busters) But if you head toward landmarks, as you get closer you will see the orange buoy. Three examples: Heading North from the lighthouse (Buoy 2), head toward the point on the west side of the lake. Heading from Buoy 3 to 4, look for the white boathouse just north of Black Island. On the return from Buoy 6 to Buoy 7, it can be hard to spot. But you will see 6A and you can use that as a guide buoy. There is generally a push from the Northwest to the Southeast in that stretch. Best adjustment you can make is to head for the lighthouse (steel structure you passed on the way out) until you can see Buoy 7.

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."

RECEIVED

JUL 13 2026

CLERK/TREASURER
CITY OF NEWPORT, VT

Notice of Open Meeting Law Violations Pursuant to 1 V.S.A. Section 314

1. Shortly before June 24, 2026, Newport City council violated the open meeting law provision, 1 V.S.A. Section 313 (a) by posting a warning that a special meeting of the council would be held in closed session. In more detail, the warning was for "a special meeting for the purpose of city manager candidate interview, 8:30 am Wednesday, June 24, 2026 and went on to note: "This meeting will be entirely in closed session in order to protect the anonymity of the candidates. No action will be taken until the Council meets again." See exhibit A. An intent to hold the entire meeting in "closed session" is also evidenced by the mayor's statement at the next council meeting on July 6, 2026, when he was asked about whether the 6/24/26 meeting had been recorded and he responded, "No there is no tape available of that meeting. We held the entire meeting in special session...Effectively in executive session, we warned the meeting saying that the entire meeting was in executive session." See and hear the quote from the 7/6/26 Newport Council meeting recorded on You Tube at minutes 19-22.

For council to meet to conduct business, it must do so in an open meeting -- about which meeting the public would have been previously warned that the public could be present. Only then may council vote to go into executive session. A violation of 1 V.S.A. Section 313, which requires that "the vote to enter executive session shall be taken in the course of an open meeting..." has therefore occurred. By warning the public that the meeting would be entirely closed, the public was excluded or kept from attending the meeting. The meeting was neither a lawful open meeting nor a lawfully entered executive session.

2. Council violated open meeting law, 1 V.S.A. Section 313, by failing to vote to go into executive session from an open meeting or to come out again to an open meeting as well as failing to note the tally on the aforesaid votes in the minutes. Did the council even vote at all? The council minutes for the June 24, 2026 meeting do not reflect council action on voting on executive session or a record of the tally. See exhibit B.
3. The council violated both 1 V.S.A. Section 313 (a) and its own warning of June 24, 2026 by taking action in an alleged executive session when the council's own warning declared that no action would be taken. The council minutes for June 24, 2026 included the declaration that the council met with Dominic Cloud to discuss the candidates and agree on next steps. An agreement on next steps is an action which would have required a vote by the council. If the vote was taken on an agreement on next steps, it should have been taken after the council voted to come out of executive session.

4. The council violated both 1 V.S.A. Section 313 and its own warning of June 24, 2026 when it picked a candidate by “consensus” during the alleged executive session. Instead, after a vote to come out of executive session, the council should have voted in an open meeting on the candidates. If anonymity was still an issue at that point, the candidates could have been assigned a letter and the vote for a lettered candidate would then have retained anonymity until the candidate had accepted the offer. The public is entitled to votes rather than the consensus of the council and the mayor used the word “consensus” several times at the 7/6/26 council meeting to describe the level of agreement reached at the June 24, 2026 meeting.
5. The council violated 1 V.S.A. Section 313 when it failed to record what should have been the open meeting portions of the June 24, 2026 meeting—a recording which would have documented an orderly procession through the course of a meeting which should have had both open and executive sessions.
6. To the extent that the Task Force that searched for a new city manager did not follow the Open Meeting Laws outlined above as to warnings, meetings and executive sessions, there may be additional violations of open meeting provisions. This is mentioned here so that the city can take remedial action or make changes in current or future task forces, committees, etc.
7. As a resident of Newport, I am requesting the following remedies for each and every violation described above:
 - a. that the meeting of June 24, 2026 and any actions taken thereafter surrounding the choosing of a city manager be vacated and declared null and void;
 - b. that council acknowledge all of the above violations publicly in open meeting and in written form widely distributed;
 - c. that each council member be required to file with the city clerk’s office, the equivalent of a detailed written affidavit as to what occurred at the June 24 2026 meeting both procedurally and factually because what occurred in the meeting does not qualify for the treatment that is given to information within a legally constituted executive session;
 - d. that there is increased training and supervision to ensure no future executive sessions will occur unless properly warned and voted for in open meetings and that no actions will be taken in executive session;

- e. that all public meetings that qualify under open meeting law be recorded (except for executive sessions legally entered into) so that the public can accurately monitor whether procedure has been followed;
- f. that council commit to voting as opposed to ruling by consensus;
- g. an affirmation by council that the purpose of the open meeting law is to ensure transparency, accountability and public participation and that council will work with these principles in mind to ensure open meeting law is not violated.

Respectively submitted,

Anne Chiarello, resident of Newport

Exhibit A



**Special Council Meeting for the Purpose of City Manager Candidate Interviews, 8:30 am
Wednesday, June 24, 2026
The Work Commons
194 N. Main Street
Newport, Vermont**

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

NOTE: This meeting will be entirely in closed session in order to protect the anonymity of the candidates. No action will be taken until the Council meets again.

1. Call the Meeting to Order
2. Executive Session Re: City Manager Candidates
 - a. Executive Session as per 1 V.S.A. § 313(a)(3) - The Council finds that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage.
 - b. Executive Session as per 1 V.S.A. § 313(a)(3) - The Council moves to enter Executive Session to discuss the appointment or employment or evaluation of a public officer or employee.
3. Adjournment

Exhibit B

Council Minutes

Special Meeting to Consider Candidates for the City Manager Position

June 24, 2026

Present: Mayor Rick Ufford-Chase, Council President Carter Finegan, Council Members John Monette, Sharon Pare, and Andrew Touchette, VLCT Search Consultant Dominic Cloud.

The Meeting was called to order by the Mayor at 8:35 am.

The council met with Dominic Cloud to prepare for two interviews that took place at 9:00 am and at 10:30 am. Dominic Cloud excused himself for the actual interviews.

The Council met with Dominic Cloud from noon to 1 pm to discuss the candidates and agree on next steps.

There was a motion to adjourn at 1 pm – Made by John Monette, seconded by Sharon Pare, and passed.

Respectfully submitted,

Rick Ufford-Chase

Attested _____ this _____ of _____, 2026

Mayor

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,

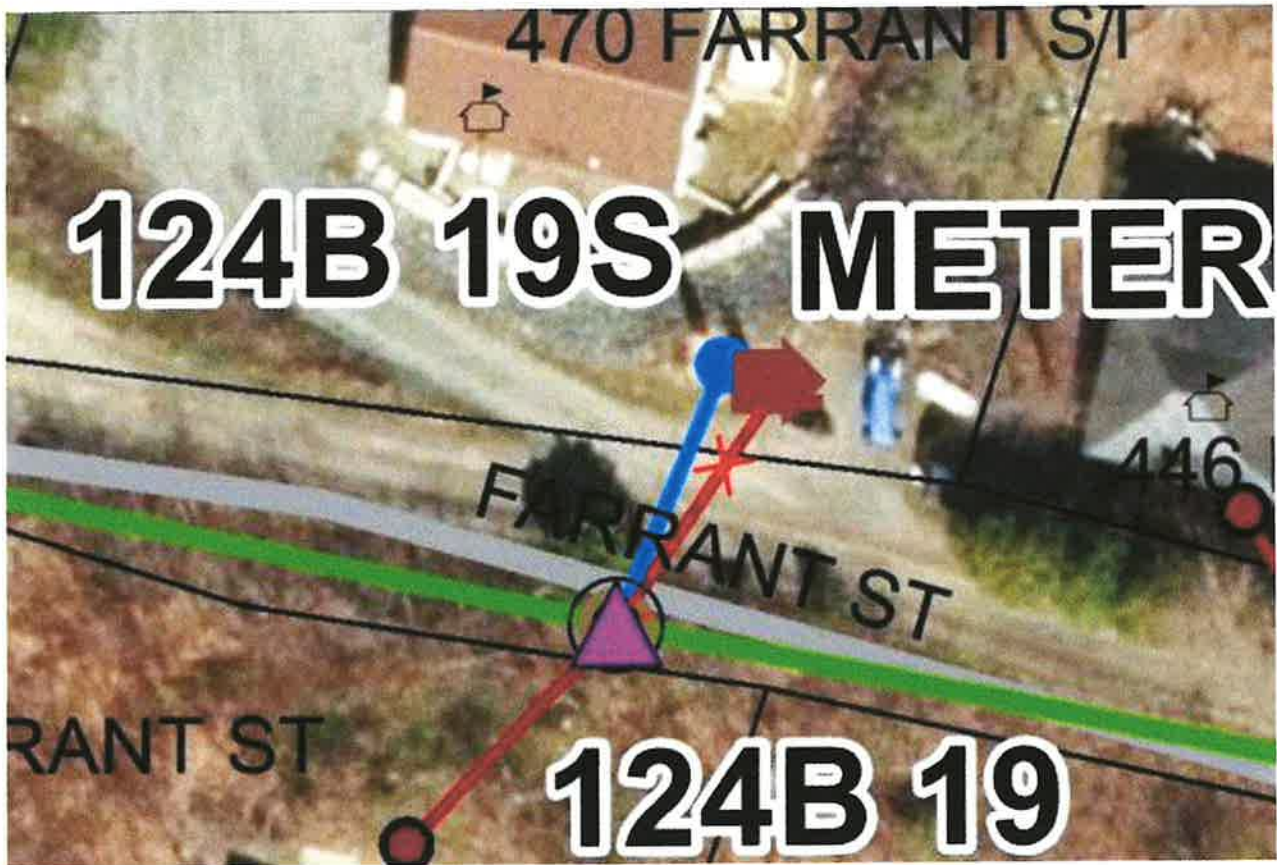
Vermont Electric needs to install a pole to correct an inadequate situation at 470 Farrant Street. The proposed pole location will not pose any issues for the city.

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

Thank you

Tom







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.

**CITY OF NEWPORT
NEWPORT, VERMONT**

WATER ORDINANCE

Regulating the Use of Newport City's Municipal Water System

This ORDINANCE establishes the policies, rules and regulations necessary to govern and operate the municipal water system of the City of Newport, Vermont (24 V.S.A. Chapter 89, Section 3315). This ORDINANCE supersedes all previous rules, regulations and ordinances and applies to all users regardless of the municipality in which they are located. All existing agreements between individual property owners and the City of Newport, Vermont shall remain in effect provided such agreement has been received by the City of Newport's Clerk's Office. A copy of this ORDINANCE is available at the City Clerk's Office. Questions about this ORDINANCE should be directed to the City of Newport's City Manager.

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ARTICLE 1

General Provisions

SECTION 1.01 – GENERAL PROVISIONS

All rules and regulations contained herein, together with such additions and amendments as may be hereafter adopted, are hereby designated as the “WATER ORDINANCE” hereinafter referred to as this ORDINANCE. This ORDINANCE is adopted pursuant to 24 V.S.A., Chapter 89, Section 3315, by the Newport City Council.

The Newport City Clerk shall file certified copies of this ORDINANCE, as well as the certified copies of any additions and amendments to this ORDINANCE as may be hereafter adopted, in the municipal records and with the BOARD and the Health Officer.

The principal objective of the Public Water Supply is to provide a State permitted potable water supply under timely and efficiently managed conditions.

The provisions of this ORDINANCE shall be reviewed at intervals not exceeding five (5) years by the BOARD with the objective of assessing the continued applicability of these provisions; to consider any recommendations proposed for its improvement; and to determine if, and what, changes are advisable due to advances in the technical methods or processes of potable water treatment, storage, and transmission available to the CITY.

The BOARD shall be responsible for enacting regulations and policies governing the operation of the Water Department. The BOARD shall make and establish all water rates for the control and operation of the water system. It shall carry out the duties specifically required of it under the regulations and policies which it enacts.

The BOARD may contract to sell water to such customers outside the CITY as it may deem beneficial to the CITY, providing that there is, at the time such contract is made, water in excess of that necessary for use within the limits of the CITY.

The BOARD may prescribe emergency rules governing the supply and use of water as it may deem appropriate to accommodate water supply emergencies. Such rules shall be adopted at any duly held meeting of the BOARD.

It there is a conflict between the terms of the ORDINANCE and any other applicable regulation, by-law, ordinance or statute, the more strict shall apply.

ARTICLE 2

Definitions

SECTION 2.01 – DEFINITIONS

Unless specifically defined in this Article, words and phrases used in this ORDINANCE shall have their common ordinary meaning, and are intended to give this ORDINANCE its most reasonable application.

“Best interest” shall be determined by the BOARD and may include meeting economic development or community institutional needs.

“BOARD” shall mean the Newport City Council, comprised as the Water Commissioners as provided in 24 V.S.A., Chapter 89. (See “Water Commissioners”)

“Business days” shall mean Monday through Friday, excluding legal holidays and the day before any day when the CITY office is not open to the public.

“Chief Operator” shall mean that person appointed by the BOARD to act as the BOARD’s agent in managing the day to day operations of the Water Department. It shall be the duty of the Chief Operator to insure that the regulations and policies of the Water Department are implemented and enforced. Decisions of the Chief Operator may be appealed within thirty (30) days to the BOARD.

“CITY” shall mean the City of Newport, the Newport City Council, the Water Commissioners, or their designated agents and representatives.

“Clerk” shall mean the City Clerk of the City of Newport.

“Committed Reserve Capacity” shall mean the total amount of development water supply (gallons per day) for all projects/buildings approved by the BOARD and the DEPARTMENT, for supply, storage and distribution, but not yet connected to the water system at the time of the calculation.

“Completed Construction” shall mean –

1. For building development; completion of construction of all foundations, framing, siding and roofs.
2. For subdivision development; completion of infrastructure and subdivision improvements.

“Customer” means any owner of property receiving water service from the CITY, whether or not that individual is the ultimate user.

“Delinquency” means a failure of the Customer to tender payment for a valid bill or other charge by a “due date” at least thirty (30) days after mailing, which due date shall be clearly printed on the bill or other charge, or, in the absence of such a printed due date, the date thirty (30) days after postmarking of such bill or charge.

“Delinquent Tax Collector” shall mean the person appointed by the City to collect all delinquent municipal taxes and delinquent municipal utility charges.

“Department” shall mean the Vermont Department of Environmental Conservation.

“Development” shall mean the construction of improvements on a tract of land for any purpose, including, but not limited to, residential, commercial, industrial, manufacturing, farming, educational, medical, charitable, civic, recreational, religious uses, and subdivisions with the intent to subdivide.

“Development Water Supply Demand” shall mean the water demand resulting from full use of the development at its build-out capacity, which demand shall be calculated using demand quantities, adopted as rules by the DEPARTMENT, as promulgated at the time a connection permit application is made. The flow quantities shall be shown in the current Vermont Environmental Protection Rules, Chapter 21, Water Supply Rule.

“Disconnection” means the deliberate interruption by the CITY of water service to the Customer.

“Existing Use” means a Water Department sanctioned use of the municipal water system through permanent water supply lines, which has occurred on a customer’s property on or after xx/xx/xx. NOTE: The mere existence of a water supply line does not, in and of itself, constitute “use” as herein defined.

“Flow Basis” shall mean the calculated water demand as determined using the Environmental Protection Rules, Chapter 1, current edition.

“Health Officer” shall mean the legally designated Health Officer or Deputy Health Officer of the CITY.

“Hearing Officer” shall mean the person appointed by the CITY, pursuant to 24 V.S.A., Chapter 129, Section 5147, to act as a fact finder and to hear, weigh and interpret evidence, and to make recommendations to the BOARD for final determination of a dispute.

“House Connection” shall mean that part of the water system that runs from the municipal water main to the property line or right-of-way limit and includes all necessary fittings.

“Initiate Construction” shall mean –

1. For building development; the completion of the foundation.
2. For subdivision development; substantial commencement of any site improvement(s) pursuant to the approved subdivision and infrastructure plans.

“May” is permissive; “Shall” is mandatory.

“Municipality” shall mean the City of Newport, Vermont.

“One-Time Water System Fee” or “System Fee” shall mean the financial amount due, as determined by the BOARD, charged to property owners for the benefit to connect to the CITY’s water system.

“Owner” shall mean the person(s) or entity(ies) identified as owner of property by recorded deed.

“Payment of a Bill and/or Other Charge” means receipt at the City Office of cash, check or money order which is subsequently honored.

“Permit to Operate” shall mean a permit issued by the Department pursuant to authority granted in 10 V.S.A., Chapter 47.

“Person” shall mean any individual, firm, company, association, society, corporation, institution, partnership, group, governmental entity or other entity.

“Physician’s Certificate” shall mean a written statement by a duly licensed medical practitioner certifying that a Customer or individual residing at the property would suffer an immediate and serious health hazard by the disconnection of the CITY’s service to that household.

“Plant” shall mean the municipal water treatment PLANT owned by the CITY.

“Plant Water Supply” shall mean water passing through the treatment PLANT in gallons per day on a monthly average daily flow basis for the most recent twelve (12) months.

“Public Water Supply System” or “Facilities” shall mean all facilities for supply, treatment, pumping, storage, transmission, distribution and metering of water that is controlled, owned and operated by the CITY.

“Reserve Capacity” shall mean the permitted water treatment capacity minus the actual PLANT water supply monthly average daily flow during the preceding twelve (12) months.

“Residential” shall mean a building occupied as a one or more family dwelling unit.

“Secretary” shall mean the Secretary of the Agency of Natural Resources, State of Vermont or his/her representatives.

“Shall” is mandatory; “May” is permissive.

“Subdivision” shall mean a tract of land, which has been divided or is intended to be divided into two (2) or more lots for any purpose, in accordance with the CITY’s current Subdivision Regulations.

“Tapping / Inspection Fee” shall mean the fee incurred by a customer when the City makes the physical water service tap or connection to the existing municipal water main.

“Tax Collector” shall mean the person appointed by the City to collect all municipal taxes including delinquent taxes and delinquent municipal utility charges. ~~THESE ARE TWO DIFFERENT PEOPLE. PLEASE REDEFINE.~~

“Tenant” means one who occupies or temporarily possesses land or structures the title to which is held by another, such as one who rents or leases from a landlord.

“Uncommitted Reserve Capacity” shall mean the portion of the reserve capacity remaining after subtracting the development water demand of all projects approved by the DEPARTMENT and/or BOARD but not yet connected to the water works.

“Unit” or “Dwelling Unit” shall mean a building or entirely self-contained portion thereof containing complete housekeeping facilities for only one family, including any domestic servants employed on the premises and having no cooking and sanitary facilities in common with any other “dwelling unit”. A recreation vehicle, boarding or rooming house, convalescent home, fraternity or sorority house, hotel, inn lodging, nursing or other similar home or other similar structure shall not be deemed to constitute a “dwelling unit”.

“Water Commissions (or “Water BOARD”) shall mean the members of the Newport City Council and/or the group of individuals who shall be designated from time to time by the Newport City Council to have that title, or their authorized deputy, agent or representative.

“Water Department” is that subdivision of the CITY government which is responsible for providing municipal water service.

“Water Main” shall mean the CITY-owned water pipe laid longitudinally along streets or other rights-of-way and which all owners or abutting properties have equal rights and which is controlled by public authority and designed to carry water.

“Water Service Area” shall mean that area of properties connected to the CITY water works.

“Water Treatment Plant” shall mean any arrangement of devices and structures used for treating water.

“Water Works” see Public Water Supply.

ARTICLE 3

Abbreviations

SECTION 3.01 – ABBREVIATIONS

For the purpose of this ORDINANCE, the following abbreviations shall have the meaning ascribed to them under this ARTICLE. References to standards of the following organizations shall refer to the latest edition of same.

ANSI shall mean American National Standards Institute.

ASME shall mean American Society of Mechanical Engineers.

ASTM shall mean American Society for Testing and Materials.

AWWA shall mean American Water Works Association.

cm. shall mean centimeter.

CS shall mean Commercial Standards.

Degrees C shall mean degrees Centigrade.

Degrees F shall mean degrees Fahrenheit.

gpd shall mean gallons per day.

kg. shall mean kilograms.

l. shall mean liters.

m. shall mean meter.

mg/l shall mean milligrams per liter. 1 mg/l equals 1 ppm.

mgd shall mean million gallons per day.

NPC shall mean National Plumbing Code.

ppm shall mean parts per million. 1 ppm equals 1 mg/l.

sq.m shall mean square meters.

V.S.A. shall mean the Vermont Statutes Annotated.

WTF means Water Treatment Facility.

ARTICLE 4

Water Meters

SECTION 4.01 – WATER METERS

All water, except as otherwise provided, will be sold by meter. Meters shall be read by the CITY's authorized agents on a frequency established by the BOARD. Refer to Article 12 for Prohibitions and Penalties for Violation of Rules.

Except when otherwise provided, meters shall be furnished and 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 exclusive control.

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 and replacing 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, the CITY will charge the customer for a quantity of usage comparable to the customer's prior usage during the same season of the past year, so long as all other conditions remain the same.

If a customer believes the water usage recorded by his/her meter is too high, the customer may request a meter test. A written report on the test shall be provided to the customer within ten (10) days of receipt by the CITY's Water Department. The CITY shall determine which of the following applies:

- A. If the service meter registers less than 2% fast, the customer will be charged the cost of removing, transporting, testing and replacing the meter.
- B. If the service meter registers more than 2% fast, the water bill for the past six months will be adjusted and a credit shall be given to the customer.
- C. If a residential service meter registers more than 10% slow, the customer will be charged, in addition to the cost of removing, transporting, testing and reinstalling the meter, an adjusted charge for the past six (6) months.

- D. If a service meter used for other than strictly residential service is more than 5% slow, the customer will be charged, in addition to the cost of removing, transporting, testing and reinstalling the meter, an adjusted charge for the past six (6) months.

SECTION 4.04 – METER ACCESSIBILITY

Inspectors of the Water Department or persons so authorized by the BOARD must have free access to every building and other installation for the purpose of inspecting, 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

- A. There are currently single family residences within the CITY that do not have water meters. The CITY shall not be required to furnish meters to these properties.
- B. All other provisions of this ORDINANCE shall apply to all properties that remain unmetered.

ARTICLE 5

Capacity Allocation and Connection

SECTION 5.01 – OWNERSHIP AND PERMIT TO OPERATE

The CITY owns and operates a water treatment plant (PLANT) as defined in 10 V.S.A., Chapter 55 and a public water system as defined in 10 V.S.A. Chapter 56. The PLANT has a permitted capacity, and is operated in accordance with a Permit to Operate issued by the Vermont Department of Environmental Conservation (DEPARTMENT) pursuant to authority granted in 10 V.S.A., Chapter 56. The BOARD is obligated by law to comply with conditions of that permit, and to operate and manage the PLANT and water

system as governmental functions under and pursuant to 10 V.S.A., Chapter 56, and the Federal Safe Drinking Water Act and subsequent regulations.

SECTION 5.02 – WATER SYSTEM EXPANSION PAID BY DEVELOPER

Any extension of the water system to provide for new users shall be funded in the following way:

A. The engineering, design, construction and development costs of public water system expansions and extensions which have been approved by the BOARD shall be borne by the developers and property owners requiring, requesting or directly benefiting from such extensions and/or expansions, unless the voters of the CITY shall vote at a duly warned annual or special meeting to assume all or a portion of the costs, such costs will be paid from the collection of taxes unless the votes of the CITY approved some other means of raising the required monies.

SECTION 5.03 – INTRODUCTION TO RESERVE CAPACITY ALLOCATION

The permitted capacity of the PLANT and water system is the property of the CITY. The uncommitted reserve capacity of the PLANT and water system shall be allocated by the BOARD in the manner described below. This ORDINANCE is adopted pursuant to the provisions of 24 V.S.A., Chapter 89, in the manner provided in 24 V.S.A., Chapter 59 (or in the manner provided for in 24 V.S.A., Chapter 117), and shall not be construed as an abandonment or relinquishment of the authority or responsibility of the BOARD to regulate, control and supervise all means and methods of water treatment and distribution with the CITY, nor shall it be construed to impair or inhibit the ability of the CITY's PLANT to contract with persons for the treatment and distribution of water.

The CITY maintains a running summary of committed reserve capacity and uncommitted reserve capacity.

SECTION 5.04 – RESERVE CAPACITY ALLOCATION

A. Allocation Flow Basis

Approvals of allocated flows shall be based on the applicant's water "flow basis" not actual flows. Any differential between actual flows and the development water flow basis that occurs is not available to the applicant for re-allotment to another project or a project expansion.

B. Allocation Principles

Subsequent to application to the allocation priority, uncommitted reserve capacity in the PLANT shall be allocated to specific projects according to the following procedure:

1. Once water capacity allocation applications have been received at the CITY Office, the BOARD shall review the applications on a first come, first serve

basis. The total remaining uncommitted reserve capacity shall be allocated by the BOARD, in a manner consistent with the CITY's allocation priorities. The total uncommitted reserve capacity shall be reviewed by the BOARD every six (6) months and committed reserve shall be regularly recorded and updated for use in allocation decisions.

2. The BOARD retains the right to review applications and make allocations on other than a first come, first serve basis if it finds such action is in the CITY's best interest.

SECTION 5.05 – APPLICATION PROCESS INTRODUCTION

Application for a new water connection to the water system or for the change of an existing connection must be made by the applicant or his/her authorized agent and will be subject to all provisions and specifications that the CITY may require.

Persons who own property or plan to purchase property connected to the municipal water system which they plan to develop or to further develop, thereby creating a new use or expanding/decreasing an existing use, shall submit a letter outlining those plans to the BOARD along with the appropriate application forms available at the CITY Offices.

The CITY shall at no time authorize more new water services than it can supply. The CITY shall be under no obligation to commit to any development any portion of its capacity, but may allocate its capacity amongst the various types of uses as the CITY deems most appropriate.

Boundaries of areas served by the municipal water system shall be defined by the CITY and the furnishing of water outside of the boundaries shall be at the discretion of the BOARD.

Applicants who purchase or otherwise take possession of property which is currently served by the municipal water system and who wish to continue to receive this service at that location shall complete and submit the form prescribed by the BOARD for this purpose along with the fee.

SECTION 5.06 – APPLICATION PROCESS SUBMITTALS

- A. Owners (also referred to herein as “applicants”) wishing to use the CITY’s water system, or water works, shall apply to the BOARD on forms prescribed by the BOARD. Such applications shall:
1. Be accompanied by a calculation of the applicant’s water flow basis to be generated by the project/development. If the applicant’s water flow basis exceeds 1,000 gpd, the calculations shall be certified by a Vermont registered Professional Engineer, unless this requirement is waived by the BOARD;
 2. Be accompanied by plans and specifications for construction; and
 3. Include payment of fees as set forth in the CITY’s Schedule of Rates and Fees.

- B. The water capacity allocation application/permit process consists of three (3) phases:
 - 1. Preliminary Water Capacity Allocation Application for Approval.
 - 2. Final Water Capacity Allocation Permit approval.
 - 3. Water Connection Permit approval.
- C. The Preliminary Water Capacity Allocation Application for Approval makes a reserve capacity commitment for one (1) year.
- D. The Final Water Capacity Allocation Permit approval makes a reserve capacity commitment for two (2) years.
- E. The Water Connection Permit approval maintains the reserve capacity commitment for two (2) years.

SECTION 5.07 – PRELIMINARY CAPACITY ALLOCAITON APPROVAL REQUIREMENTS

Upon receipt of an acceptable application and supportive documents, the BOARD may issue the preliminary approval of allocation upon making affirmative findings that:

- A. There is sufficient capacity to accommodate the flow basis of the proposed connection; and
- B. The proposed use of the water allocation complies with the allocation priorities and principles and is not in conflict with any other enactment adopted by the BOARD.

SECTION 5.08 – PRELIMINARY CAPACITY ALLOCAITON APPROVAL CONDITIONS

The BOARD after making the approval findings in SECTION 5.07 may approve the Preliminary Water Capacity Allocation, which approval shall be a binding commitment of capacity to the applicant contingent on compliance with any conditions or comments attached to the preliminary permit and the subsequent issuance of a Final Water Capacity Allocation Permit. The Preliminary Water Capacity Allocation Approval conditions may include:

- A. Specification that the period of time during which the Preliminary Water Capacity Allocation Approval shall remain valid is one (1) year from the date of the CITY's preliminary allocation approval date. The BOARD may issue time extension(s) upon the request of the Owner. For each extension granted, the maximum extension is one (1) year, and requires an additional application fee.

- B. Incorporation of specific conditions which must be fulfilled by the applicant in order to maintain validity of the Preliminary Water Capacity Allocation Approval.
- C. Provision for revocation by the action of the BOARD on failure of the Owner to fulfill requirements of the Preliminary Water Capacity Allocation Approval.
- D. Specification that the recipient of the Preliminary Water Capacity Allocation Approval may not, by any means, transfer this approval to any other person or connect to the water system. If there is a change from the original application, then the Owner must reapply and the revised project will be considered a new project.

SECTION 5.09 – FINAL CAPACITY ALLOCATION PERMIT APPROVAL REQUIREMENTS

Prior to Final Water Capacity Allocation Permit approval, the following requirements shall be met by the Owner:

- A. The Owner's plans and specifications for connection to and, if necessary, extension of the municipal water system have been submitted and are acceptable to the BOARD. The requirement for plans and specifications may be waived by the BOARD until the Water Connection Permit application is submitted to the CITY.
- B. Applicable local, State and Federal permits have been secured for the development/project.
- C. All local fees or taxes set by the BOARD have been paid in full to the CITY. The BOARD shall establish the fees in the CITY's Schedule of Rates and Fees.
 - 1. Financial Hardship Case.
The due date for the applicable fees may be extended by the BOARD. Said applicant may file its request in writing to the BOARD, for BOARD review. All fees, however, shall be paid by the Owner at the time when the Water Connection Permit application is submitted to the CITY.
- D. The Owner shall schedule and pay the CITY for the physical construction of its service connection to the CITY's water system.

SECTION 5.10 – FINAL CAPACITY ALLOCATION PERMIT APPROVAL CONDITIONS

A Final Water Capacity Allocation Permit is an agreement between the CITY and the Owner. The Owner who is issued this permit does not own the capacity and forfeits all rights to capacity if Preliminary Capacity Allocation Approval and/or Final Capacity Allocation Permit conditions are not met.

The BOARD may approve the project as proposed, recommend or require changes, or reject the application for cause. The BOARD on making affirmative findings that all conditions of the Preliminary Water Capacity Allocation Approval prerequisites in SECTION 5.08 of this Article have been fulfilled shall issue the Final Water Capacity Allocation Permit, which may be conditioned as follows:

- A. The committed reserve capacity allocation is not transferable to any other person or project unless requested by the original applicant and approved by the BOARD, however, a new application must be submitted.
- B. Specification that the period of time during which the Final Water Capacity Allocation Permit approval shall remain valid is two (2) years from the date of the CITY's final allocation permit approval date. The BOARD may issue time extension(s) upon the request of the Owner. For each extension granted, the maximum extension is one (1) year, and requires an additional application fee.
- C. Incorporation of specific conditions which must be fulfilled by the applicant to maintain validity of the final allocation permit approval.
- D. Provision for revocation by the action of the BOARD on failure of the Owner to fulfill requirements of the Final Water Capacity Allocation Permit approval.
- E. No approval of any application is considered to be final until all appropriate fees are paid in full. Nonetheless, the effective date is the date of approval. Failure of the applicant to pay the appropriate fees immediately shall not serve to extend the effective period of the approval application.

SECTION 5.11 – FINAL CAPACITY ALLOCATION PERMIT EXPIRATION/EXTENSION

Committed Reserve Capacity allocated in conjunction with the Final Water Capacity Allocation Permit for building development shall revert to the CITY if the permit recipient has failed to “initiate construction” within two (2) years of the issued date on said permit.

The Final Water Capacity Allocation Permit shall expire two (2) years from the date of its approval. A revised development plan and Final Water Capacity Allocation Application may be approved by the BOARD in the same manner as the original. Such revised plans must also be approved under local bylaws and by the applicable State Laws and Regulations. If the BOARD approves a revised permit, it may issue the revised permit with reduced or increased capacity allocation determined in accordance with the allocation priorities and principles. Where reduced capacity is granted in a revised Final Water Capacity Allocation Permit, the unused capacity shall revert to the CITY. The BOARD shall determine the amount of unused capacity returned. With any approval of a revised final allocation permit, the BOARD may consider extension of the original two (2) year permit expiration date.

If a permit expires after two (2) years or after any extension of time provided by the BOARD, the unused portion of the committed capacity allocation at the time of expiration shall revert to the CITY and **there shall be no refund** of system fees, application or other fees paid.

Regardless of the permit expiration period above, the BOARD may extend the Final Water Capacity Allocation Permit expiration date over a longer period if this action is in the CITY's best interest.

SECTION 5.12 – FINAL ALLOCATION PERMIT REGARDING SUBDIVISIONS

For subdivision projects the permit holder of a proposed subdivided parcel must indicate the development planned for each lot. If all prerequisites for the Final Water Capacity Allocation Permit approval herein are met, permits shall be issued to the subdivision Owner for each lot with a specific reserve capacity allocation associated with the proposed development. These Final Water Capacity Allocation Permits shall expire after two (2) years from the date of permit approval unless the developer has sold the lot for development or has completed construction in accordance with the approved development plan. The expiration at two (2) years from original issuance shall not be modified by any revisions to the subdivision or development plan subsequent to the preliminary approval.

The reserve capacity allotted to lots that are either unsold or do not have building construction completed at the time of permit expiration shall revert to the CITY without refund of any fees paid. Reserve capacity shall also revert to the CITY from any reductions made to the development water demand planned for each lot subsequent to preliminary approval.

When the owner of a subdivision sells individual lots within the two (2) year time frame, the Final Water Capacity Allocation Permit shall transfer when the property transfers and the new owner becomes bound to comply with all permits issued and the plans and specifications for connecting the municipal water system. The transferred permit shall be considered a new Final Water Capacity Allocation Permit issued on the date of property transfer and the constraints of this ORDINANCE shall apply to this permit. The permit shall expire as provided in the approved permit.

SECTION 5.13 – TRANSFER OF ALLOCATION

Reserve capacity is initially allocated by the BOARD to a specific applicant, project and parcel of land, however, the allocation does not automatically run with the land during project construction.

The capacity allocation belongs to the CITY and is not transferable until the project/building/development is constructed and connected to the CITY's main water line. The transfer of the capacity allocation is prohibited unless approved in writing by the BOARD at the original Owner's request.

The BOARD may approve transfer of capacity from one project to another and one Owner to another provided the new project and new Owner meet all the requirements for the Final Water Capacity Allocation Permit approval originally issued and the original Owner applies for such transfer.

SECTION 5.14 – CONNECTION PERMIT APPROVAL REQUIREMENTS

The construction of the water service connection/tap and, if necessary, the municipal water line extension, must meet the CITY requirement for CITY oversight.

The Owner shall complete and submit a Water Connection Permit Application to the CITY along with the applicable fees at least forty-five (45) calendar days in advance of any proposed water connection construction. This permit will expire two (2) years after date of BOARD approval. If construction of and connection to the municipal water system is not complete after two (2) years, reserve capacity shall revert back to the CITY and **there shall be no refund** of system fees, application or other fees paid. The BOARD may issue time extension(s) upon the request of the Owner. For each extension granted, the maximum extension is one (1) year and requires an additional application fee.

The construction of the water service tap to the municipal water main shall be performed by the CITY. Additional constraints may be found in this ORDINANCE, where applicable.

The CITY shall have the authority to inspect activities pertaining to the construction of other portions of waterline extensions, whether or not such extensions will become part of the municipal water system, as they deem is in the best interest of the CITY. Given the nature of the connection or extension project, the BOARD may contract engineering services for consultation and inspection services during construction, at the expense of the Owner.

Fees are set by the BOARD and have to be paid in full to the CITY prior to granting Water Connection Permit approval and therefore, prior to commencing construction.

The applicant shall file the Connection Permit in the land records of the CITY along with copies of all fees paid and reference to the location of the approval connection plans and specifications.

SECTION 5.15 – CHANGE OF USE

Any person proposing a change of use, whether or not this change effects the property's existing daily water flow basis, shall be required to complete the three (3) phase application/permit process stated in this Article unless waived in part or in full by the BOARD. If the applicant is required to obtain these permits, the BOARD may decide to waive some or all of the fees if they determine that the change of use does not require additional allocation when compared to the property's existing flow basis. No such

change in connection shall be made without the necessary permits or written approval from the BOARD.

Article 6

Construction Phase

SECTION 6.01 – CONSTRUCTION PHASE

After all permits for construction are obtained and all construction approvals are obtained, construction may proceed.

SECTION 6.02 – PRE-CONSTRUCTION MEETING

It shall be the responsibility of the Owner to schedule a pre-construction meeting between the Owner or the Owner's agent, the contractor(s) and the CITY's authorized agent at least fifteen (15) days prior to beginning any excavation relating to installation of any water lines or appurtenance(s). It is understood that the Contract Agreement between the CITY and the contractor, if applicable, is executed prior to the pre-construction meeting.

- A. The purpose of this meeting, which shall be held at the site of the planned project with the approved Connection Permit on hand, is to review with the contractor(s) the CITY's requirements and to familiarize the contractor(s) with the site conditions, which may, in the opinion of the CITY's agent, bear review.
- B. If there is a change in contractor(s) after the date of the pre-construction meeting, the Owner shall schedule another pre-construction meeting before commencing/continuing with construction.
- C. During the pre-construction meeting the CITY's authorized agent shall keep a record of all the items discussed and/or required by the CITY.
- D. The Owner shall recognize the authority of the CITY's authorized agent at the site to halt work if he/she determines that the work is not being performed in a manner consistent with the standards of the Water Department or in accordance with the standards or written specifications to which the Owner has agreed.
 - 1. The Owner shall not hold the CITY liable for work stoppages occasioned by such actions.
- E. The Owner shall not hold the CITY liable for loss or damage that may directly or indirectly result from the performance of the permitted activity.
- F. The Owner agrees to pay all costs and expenses related to the permitted work including, but not limited to, street damage, damage to underground and

aboveground utility lines, which result from the performance of the permitted activity.

- G. Winter Shut-Down: The validity of the Water Connection Permit approval shall be superseded by the Water Department's winter shut-down policy unless an exemption is granted by the BOARD.
- H. The applicant shall be responsible for scheduling the installation of water system appurtenances with the CITY at least fifteen (15) days before beginning the permitted activities.

SECTION 6.03 – CONSTRUCTION

The applicant shall pay the entire cost of design and construction of water lines, appurtenances, and extensions of the water system, regardless of whether such construction or extension is ultimately accepted by the CITY after installation.

- A. Construction of water lines and appurtenances shall be performed according to the applicable CITY permits and all subsequent written changes or additions thereto which the CITY and the permittee have agreed.
 - 1. At a minimum, all construction piping shall be built to the specifications of the CITY, and if applicable, the Vermont Department of Environmental Conservation, U.S. Environmental Protection Agency, and any other State or Federal agencies having jurisdiction of same.
- B. Construction of water lines and appurtenances must be inspected and approved in writing by the CITY before being covered.
- C. The Customer shall not connect any plumbing connected to the CITY water service to a well, spring or other source of water. Connections to the CITY water system shall be entirely separate from any other water source.
- D. Ground wire attachments causing electrolytes shall not be connected in such a manner as to cause damage to the CITY's water system.
- E. Upon completion and approval of the installation and payment of all applicable charges by the applicant to the CITY, and upon the legal transfer of rights-of-way where required, the installation, as far as the curb stop at the Customer's property line or other point agreed upon by the CITY, will be maintained by the CITY.
- F. The Owner shall be responsible for maintaining in good repair all plumbing on the Customer's side of the curb stop, or other point agreed upon by the CITY and the applicant. This shall include the maintenance and cost of maintenance for repairing breaks and/or leaks in, or replacement of, the service line on the Customer's side of the curb stop, for repairing or replacing faulty household

plumbing, and for repairing or replacing fixtures which, when not functioning properly, discourage, or tend to discourage the inspection, removal or replacement of the water meter by authorized persons.

- G. The Owner shall be responsible for all costs of such maintenance whether the maintenance is undertaken at the Owner's discretion or upon the order of the Chief Operator.

SECTION 6.04 – AUTOMATIC FIRE SUPPRESSION “SPRINKLER” SYSTEMS

Applicants who propose to install a sprinkler system shall submit a letter requesting approval to do so stating the estimated maximum flow requirements of the system and outlining the details of the sprinkler system. Sprinkler systems may be approved contingent upon meeting applicable State codes. In addition, the applicant shall submit an application for water service.

The CITY may decline to supply service, in whole or in part, to any sprinkler system if in the determination of the BOARD the system would place undue demands upon any portion of the CITY's water system.

The applicant shall furnish the CITY with a complete set of drawings which show the locations of the premises to be sprinklered and the location of all valves, pipes, hydrants, tanks, sprinkler heads and other appurtenances. These plans will remain as the property of the CITY. The applicant shall also furnish drawings of any later revisions to piping or appurtenances when they are made.

All sprinkler systems shall be subject to periodic inspections by the CITY for the purpose of determining water usage only. The Owners of these systems will give the CITY inspectors all reasonable assistance in making the inspection and will give all required information about the system. Inspections will be made with as little inconvenience to the Owner as possible.

SECTION 6.05 – FIRE HYDRANTS

The CITY may install public fire hydrants wherever and whenever it deems necessary.

The CITY will consider written requests for the installation of public fire hydrants by property owners connected to the system.

The CITY will consider official requests for the installation of public fire hydrants by the Newport City Fire Department.

The CITY may require any applicant for new or expanded service to install public fire hydrants in its project as a condition for receiving approval to connect to the water system. The number and location of the hydrants shall be determined by the CITY. All hydrants erected as a portion of a waterline replacement or extension shall be inspected

and approved by the CITY before water service is restored or provided to the replaced or extended section of waterline.

All fire hydrants and their connections become the property of the CITY once they have been inspected, approved and accepted, provided the water supply piping the hydrants are connected to also becomes part of the CITY property.

No person or persons shall obstruct the access to any fire hydrant by placing or permitting snow, debris, or building materials, or other obstruction to remain on or about the hydrant.

All use of fire hydrants shall be under the direct supervision of Fire Department, Water Department, or other authorized CITY personnel and shall be for bona fide purposes of these departments of the CITY ONLY, unless written consent of the BOARD is obtained.

All hydrants found to be inoperative shall be flagged/bagged, in a manner acceptable to the Fire Department, to indicate that condition. When hydrants are found to be inoperative, the Fire Department shall be notified in writing within twenty-four (24) hours.

A damage fee shall be charged to the operator of any motor vehicle which shall cause any fire hydrant to be damaged or broken or otherwise rendered inoperative by reason of accident with said motor vehicle. In addition, said operator shall be liable for costs of material, labor and equipment required to return the hydrant to operable condition which exceed the damage fee.

SECTION 6.06 – CITY INTERRUPTION OF SERVICE

The CITY is not liable for any damage caused by interruption of service.

- A. The CITY will exercise reasonable diligence and care in delivering a continuous supply of water at a proper pressure and will attempt to avoid shortage or disruption of service. No responsibility will be assumed for any damage due to shutting off water without notice either for:
 - 1. Repairs;
 - 2. Pipeline breaks; or
 - 3. Necessary operations
- B. No person shall be entitled to damages, nor to have any portion of a payment refunded for any stoppage occasioned by accident to any portion of the water works.
- C. While it is the intention to give notice, as far as reasonable, in advance of any work which must be done that will necessitate interruption of the supply, such notice is to be considered a courtesy only, and not a requirement on the part of the

CITY. Failure of a tenant or property owner to receive notice of interruption of service shall entail no liability on the part of the CITY or its employees. Property owners should install range boilers, hot water tanks, and all other equipment connection with the water system in such a manner that damage will not occur if the water is shut off without notice.

- D. The CITY will endeavor to maintain a high standard of water quality, but it cannot guarantee the purity and potability of the water supplied. The CITY will comply with Vermont Department of Health, Vermont Department of Environmental Conservation and U.S. Environmental Protection Agency monitoring and reporting requirements.

SECTION 6.07 – STEAM THAWING OF FROZEN WATER SERVICE LINES

- A. When a service line freezes, it may not be possible to determine where the freezing has occurred until the shut-off has been tested and the pipe has been thawed.
 - 1. Electrical thawing is prohibited by the CITY.
- B. If the CITY determines that the service line was frozen only on the customer's side of the shut-off, the CITY will pay one-half the cost of thawing the pipe once and only once. The customer shall be responsible for one-half the cost of labor and equipment provided by the CITY on the first such occurrence only.
 - 1. Thereafter, it will be the customer's responsibility to pay the full costs of steam thawing the service line, including labor and equipment provided by the CITY. Additionally, it shall be the customer's responsibility to excavate the pipe as soon as possible and/or take such steps as will prevent the freezing from reoccurring.
- C. If the CITY determines that the service line was frozen only on the CITY's side of the shut-off, the customer shall be responsible for one-half of the cost of steam thawing the service line. The customer will be responsible for one-half the cost of labor and equipment provided by the CITY.
- D. If the CITY determines that the service line was frozen on both sides of the shut-off, the customer shall be responsible for one-half of the cost of steam thawing the service line. The customer will be responsible for one-half the cost of labor and equipment provided by the CITY.
- E. The CITY recommends that, when service pipes have frozen, the customer run water continuously through the pipes until the conditions which caused the freezing have changed, in order to prevent the re-freezing of the pipes. Under this circumstance, the CITY shall issue a written permit to the customer allowing this to be done.

1. Where the freezing is determined to have been on the customer's side of the shut-off, the Owner will be liable for the water charge for the water run for this purpose.
 2. Where the freezing is determined to have been on the CITY's side, the Owner will receive credit for the additional water charge for the water run for this purpose.
 3. Where the freezing is determined to have occurred on both sides of the shut-off, the Owner will be responsible for half the additional water charge applicable, when water is run for this purpose.
- F. Where necessary, the CITY will determine the additional amount of water run to prevent re-freezing.

SECTION 6.08 – LEAK IN PRIVATE LINE

If based upon a water meter reading or other information, the CITY has a reasonable basis to believe there is a water leak in a private water line, the CITY may schedule a hearing with the BOARD to turn off or disconnect the water to said line.

- A. The Owner of the property shall be provided with a written notice of the date, time and place of the hearing, mailed at least thirty (30) days prior to the hearing by Certified Mail, Return Receipt Requested, to the last known address of the Owner.
- B. If the mailing address of the Owner and the property address are different, the CITY shall also deliver a notice in hand to an adult at the property affected or leave a copy of the notice at the building if in hand notification to an adult cannot be accomplished.
- C. The notice of hearing shall indicate that the CITY has recommended that the water to the property be disconnected. The notice shall also indicate that the Owner has until the date of the hearing to repair or otherwise correct the leak.
- D. If repairs are made to the satisfaction of the CITY's Chief Operator, he/she shall notify the BOARD and the hearing shall be cancelled. In that event, notice of cancellation shall be mailed to the Owner by first class mail.
- E. If the Owner does not believe that there is a leak or there are other circumstances that the Owner or occupants believe the BOARD should consider, the Owner and occupants shall be entitled to attend the hearing of the BOARD and be heard. In the alternative, the Owner and occupants may also submit a written response to the BOARD.

- F. If a hearing is conducted and the BOARD is not satisfied that the leak has been repaired or corrected, it shall issue an order instructing CITY employees to shut off the water at the curb stop to such property on the second business day following the date of the order. A copy of the order shall be mailed or delivered to the Owner and occupants in the manner described in subsection 6.08.A, above.
- G. If water is shut off in accordance with such an order, the Owner will be required to satisfy the CITY that the leak has been repaired or otherwise corrected and pay any outstanding balance on the account before the CITY authorizes the water to be turned back on.
- H. If the Owner or occupant is dissatisfied with any decision made by the CITY in connection with a water leak, the Owner or occupant may request a hearing before the BOARD. However, such a request shall not stay a disconnect order previously issued by the BOARD, nor shall it delay a previously scheduled hearing.

SECTION 6.09 – BACKFLOW PREVENTION

All new water service connections shall be constructed in accordance with the CITY's Backflow Prevention Policy.

Article 7

Water Fund Management

SECTION 7.01 – SINKING FUND / CAPITAL RESERVE FUND SET ASIDES FOR MAJOR EXPENDITURES

The following provides for and restricts the use of set-aside (sinking and/or capital reserve) funds to finance future major maintenance and/or replacement costs and PLANT and/or distribution system expansion and/or upgrade costs.

SECTION 7.02 – SINKING FUND / CAPITAL RESERVE FUND ESTABLISHMENT

A separate sinking fund and/or capital reserve fund may be utilized for major maintenance and/or replacement expenditures and for expansion and/or upgrading expenses associated with the water distribution and treatment system in the CITY. Sinking fund and/or capital reserve fund establishment for maintenance and/or replacement expenditures shall be based upon at least the following in writing: major maintenance and/or replacement identification, estimated expenditures, estimated year of expenditure, payment amount, type of account used to accumulate sinking fund and/or capital reserve fund assets, source of funding and when payments are to stop. All sinking funds and/or capital reserve funds shall be established and maintained in accordance with 24 V.S.A., Chapter 89, Section 3313.

SECTION 7.03 – SINKING FUND / CAPITAL RESERVE FUND MANAGEMENT

The CITY reserves the right to increase, decrease, stop and/or maintain regular deposits to a sinking fund/capital reserve fund not exceeding 15% of the normal total budgeted expenses for maintenance/replacement in that year. The water fees charged for expansion costs shall be deposited into a separate account and a record shall be kept to show payment date, person making payment, and payment amount. The BOARD holding office has the authority to withdraw sinking fund and/or capital reserve fund amounts only for the purpose of paying for major maintenance and/or replacement expenditures and for expansion/upgrading expenses for which the fund was established. When sinking fund and/or capital reserve fund assets are not disbursed fully for major maintenance and/or replacement expenditures and/or PLANT and/or distribution system expansion and/or upgrade, excess money shall remain in the fund for future related expenditures similar in nature.

SECTION 7.04 – SINKING FUND / CAPITAL RESERVE FUND ASSETS

When sinking fund and/or capital reserve fund assets are not disbursed fully for major maintenance and/or replacement expenditures and/or plan expansion, excess money shall remain in the fund for future related expenditures similar in nature. Revenues established for PLANT expansion dedicated funds may be generated from system fees paid by prospective users to defray and pay expansion costs. This fund shall not exceed the estimated future expansion cost for the Water Treatment Plant. When the CITY so votes, the expansion and/or upgrade sinking fund and/or capital reserve fund may be used to finance major maintenance and/or replacement expenditures, but under no circumstances shall the major maintenance and/or replacement sinking fund and/or capital reserve fund be used to finance water system expansion and/or upgrade expenses.

SECTION 7.05 – OTHER EXPANSION FUNDS

Revenues established for PLANT and/or distribution system expansion and/or upgrade dedicated funds may also be generated from system fees paid by prospective users to defray and pay maintenance and/or replacement and/or expansion costs.

ARTICLE 8

Water Charges

SECTION 8.01 – WATER BASE AND USE RATE

The Water Base Rate and the 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 the BOARD deems necessary. Fees shall

be posted on the duly adopted "Schedule of Rates and Fees" which is available at the CITY offices.

SECTION 8.02 – CHARGING CONNECTED VACANT PROPERTIES

All properties that are connected to the public water system shall be charged the Water Base Rate established in SECTION 8.01 whether or not the property is occupied.

SECTION 8.03 – CUSTOMER RESPONSIBILITY

Water bills are rendered in the name of the customer. A customer who has tenants metered separately shall receive one (1) bill for each tenant so metered. If more than one tenant is on the same meter, the customer shall receive one bill which will include all tenants on that meter.

- A. 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.
- B. The customer is responsible for notifying the CITY, at the CITY office, of any changes in mailing address.
- C. Failure to receive a bill does not relieve the customer of the obligation for payment or for payment of penalties for late payment.
- D. 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

In the event any water charge is not paid by the bill's due date or within thirty (30) days from the bill's postmark date, an interest charge shall be added to the water charge. The amount of the interest charge on the overdue accounts shall be the same as those applied to delinquent taxes as set forth in 32 V.S.A., Chapter 17, Section 1674, and Chapter 133, Section 5136. The CITY has the authority to place a lien on the real estate or may defer the property for tax sale if delinquent water charges remain unpaid. Refer to SECTION 9.07 of this ORDINANCE for further information on liens and tax sales.

ARTICLE 9

Disconnection of Service

SECTION 9.01 – DELINQUENT ACCOUNTS / DISCONNECTION OF SERVICE

Under the Uniform Water and Sewer Disconnect, 24 V.S.A., Chapter 129, water accounts which are not paid within thirty (30) days of the bill's postmark date become delinquent

and may be disconnected. Disconnections are subject to certain restrictions as specified in the Vermont Statutes.

SECTION 9.02 – NOTICE REQUIREMENTS BEFORE DISCONNECTION

Before disconnection can occur, the ratepayer must be given notice of delinquency and advised of the possibility of having its service interrupted. The notice shall meet the requirements as of 24 V.S.A., Chapter 129.

SECTION 9.03 – TIME AND MANNER OF DISCONNECTION

- A. The CITY shall disconnect water service only between the hours of 8:00 a.m. and 2:00 p.m. of the business day specified on the Uniform Notice Form or within the same hours during the four (4) business days thereafter. See Article 2 for the definition of “business days”.
- B. When service is disconnected at the premises of the Customer, which shall include disconnection at or near the premises of the Customer, the individual making the disconnection shall give written notice “Notice: Your Water Service Has Been Disconnected” to an adult on the premises that service has been disconnected. If no adult is present, the individual shall leave the notice on the premises in a conspicuous and secure place. The notice shall state what the Customer must do to have service restored.

SECTION 9.04 – WHEN DISCONNECTION IS PROHIBITED

The CITY shall not cause the disconnection of water service in any of the following circumstances:

- A. The delinquent bill or charge, or aggregate delinquent bills or charges, do not exceed Fifteen Dollars (\$15.00).
- B. The delinquency is due solely to a disputed portion of a charge which is the subject of an appeal.
- C. The delinquency is due to a failure to pay a deposit, line extension, special assessment, special construction charge, or other non-recurring charge.
- D. The disconnection would represent an immediate and serious hazard to the health of the Customer or a resident within a Customer’s household, as set forth in a physician’s certificate which is on file with the CITY. Notice by telephone or otherwise that such certificate will be forthcoming will have the effect of receipt, providing the certificate is in fact received within seven (7) calendar days thereafter. The certificate will be considered valid and in force for thirty (30) days or the duration of the hazard, whichever is less. See Article 2 for the definition of “Physician’s Certificate”.

- E. The Customer has not been given an opportunity to enter into a reasonable agreement to pay the delinquent bill, as provided in Section 9.05 below, or, having made such agreement, has abided by its terms.

SECTION 9.05 – AGREEMENT FOR PAYMENT OF DELINQUENT BILL OR OTHER CHARGE

Any rate payer who seeks to avoid disconnection by entering into a written agreement with the CITY to pay a delinquent bill or other charge shall be given an opportunity to do so as follows:

- A. Such an agreement may be entered into at any time, either before or after the disconnection of the customer's service.
- B. As a matter of business practice, the City will not enter into any such agreement for payment of the full amount of the delinquent bill over any period in excess of six (6) months, nor will the City enter into any agreement which does not also require the customer to pay all future charges as they become due.
- C. In the event that an agreement is reached after collection trips have been made, or service has been reconnected, the charges for such action may be added to the delinquent bill or charge to which the agreement relates.
- D. Interest shall accrue on the entire delinquent amount to which the agreement relates.
- E. It shall be the responsibility of the customer to obtain and execute a written agreement on the form specified by the Board.
- F. Failure to satisfy the terms of such agreements shall be deemed to constitute a failure by the customer to abide by the terms of the said agreement, and will subject the customer to disconnection without further notice, in addition to any other collection action which the City may take.

SECTION 9.06 – RESTORATION OF WATER SERVICE

If water service has been disconnected for delinquency of payment of a valid bill or other charge, the City shall, within twenty-four (24) hours, restore service upon the customer's request when the cause for disconnection has been removed, or when an agreement has been reached between the customer and the Board regarding the dispute which led to the disconnection.

Restoration of service, to the extent feasible, shall be done so as to avoid charging a customer overtime wages and other abnormal expenses.

In cases where disconnection or interruption of service is made for reasons of health or safety of the Customer or of the general public, no collection or reconnection fees shall be charged.

SECTION 9.07 – TAX SALES AND LIENS ON REAL PROPERTY

Upon delinquency of payment of a valid bill for service provided to the Owner of the real estate or other charge for water service properly charged to the Owner of the real estate, the Board may file notice of a lien or notice of a tax sale upon the real estate with respect to which the water service was rendered, provided in 24 V.S.A., Chapter 89, Section 3306. Such notices shall be in the standard form furnished by the City and recorded with the Clerk of the City. A copy of the notice shall be mailed to the Owner and all lien holders or mortgagees of the property. Before filing the lien or deferring the property for tax sale, the Board shall give the Owner of said property an opportunity to be heard.

If the Owner fails to enter into any agreement for payment of a delinquent bill, or if the Owner fails to abide by the terms of said agreement, the BOARD has the authority to place the real estate up for tax sale, in accordance with 32 V.S.A., Chapter 133, Section 5252, regardless of the total dollar amount of the delinquency and the period of time for which the Owner has been delinquent, as the BOARD deems necessary.

If the Owner fails to comply with the CITY's delinquent billing policy, the BOARD shall defer said property for tax sale.

The CITY also has the authority to foreclose on liens in the same manner as provided by law for the foreclosure of mortgages on real estate, when such lien has been in effect for more than two (2) years, 24 V.S.A., Chapter 89, Section 3306 and 32 V.S.A., Chapter 133, Section 5061. While foreclosure of a lien is generally only undertaken when the value of the real estate is worth less than the dollar amount of the lien, the BOARD may use their discretion to determine what is in the best interest of the CITY.

Upon full payment of all delinquent bills and other charges, the BOARD shall notify the Clerk of the CITY in which the lien was filed that the lien has been discharged.

Article 10

Appeals

SECTION 10.01 – APPEALS

A customer may appeal with respect to the proper amount of its bill or the applicability of this ORDINANCE to it relating to the provision of water service. No appeal may be maintained with respect to the level or design of water rates themselves. During appeal, disconnection shall be postponed.

The BOARD may appoint one or more of its number to act as Hearing Officer(s) for the purpose of appeal. Alternately, the BOARD may appoint a responsible and citizen to act as a Hearing Officer.

The Hearing Officer is appointed pursuant to 24 V.S.A., Chapter 129, Section 5147 to act as a fact finder and to hear and investigate evidence, and to make recommendations to the BOARD for final determination of a dispute.

Claims, complaints and appeals will first be referred to the City Manager. If a mutually satisfactory settlement cannot be reached, the claimant will be so informed, in writing by Certified Mail, Return Receipt Requested. The claimant will be notified at that time that he/she will have the opportunity to present his or her claim to the BOARD, either in writing or in person, within thirty (30) days of such notification. If such a claim is not presented, the BOARD will act on the recommendation of the Hearing Officer.

Upon appeal to the BOARD, the BOARD shall fairly and promptly hear any and all written requests for appeals by the customer after notice to all interested parties.

Upon just cause shown, the BOARD may grant exception to any customer.

ARTICLE 11

Unauthorized Use of Water

SECTION 11.01 – UNAUTHORIZED USE OF WATER

- A. The CITY may take legal action against any person who shall use municipal water without authorization from the CITY by:
 - 1. Tapping or making any connection with any street main or service or distribution pipe.
 - 2. Opening or closing any valve or hydrant connected with said system.
 - 3. Obtaining the use of water without authorization in any way or by any device, including the operation of curb valves by repairmen or plumbers for any purpose.
- B. Water shall not be allowed to run to waste through any faucet or fixture to prevent freezing or be kept running for any longer than necessary for its proper use without written approval from the CITY or the Chief Operator. The CITY is required to restrain and prevent any and all waste of water and to that end may, when necessary, turn off water or take such other action as, in its judgment, appears proper. If the CITY or the Chief Operator does authorize the use of running water to prevent freezing, no adjustment in fees will be made unless the

CITY has determined that the freezing issue is on the CITY's side of the customer's water shut-off, refer to SECTION 6.07 of this ORDINANCE.

ARTICLE 12

Prohibitions and Penalties for Violation of Rules

SECTION 12.01 – PROHIBITIONS

- A. No person shall deny access to any inspector of the CITY or any person authorized by the CITY to conduct an inspection or perform such other duties as set forth in this ORDINANCE.
- B. No person shall violate any emergency rule adopted by the BOARD as provided in Article 1 of this ORDINANCE.
- C. No person shall damage, remove, or tamper with any meter through which water service is being provided. No person shall break the seal of any such meter.
- D. No person shall damage, remove, or tamper with any meter remote or wire connecting the meter and remote at a service location. No person shall break the seal of any such remote.
- E. No person shall knowingly cause water to be taken at any service location or elsewhere, in any manner inconsistent with the application for service governing such location, any contract for the supply of water application to such location, any terms and conditions based upon service at such location by the BOARD or this ORDINANCE.
- F. No person shall take or use water from the CITY's water system at any location or in any manner that is not authorized by the BOARD. No person may make, and no customer shall suffer or permit any person to make, any connection to that system, unless such connection is authorized by the BOARD.
- G. No person shall obstruct the access to any fire hydrant.
- H. No person shall make any connection to any hydrant on the CITY's water system, and no person may cause any such hydrant to be opened, except as authorized by this ORDINANCE, or otherwise by the BOARD.
- I. No person shall make any misstatements of fact in any application for water service.
- J. No person shall complete construction of any service connection with the CITY's water system in any manner other than that set forth in any plans and specifications submitted to and approved by the BOARD. No person shall fail to

disclose any deviations or variations from such plans to the BOARD at the first date such variations or deviations become known to such person.

- K. No person shall violate and no customer shall suffer or permit any person to violate at the customer's service location, any provision of this ORDINANCE, or shall violate any order, direction, or emergency rule adopted by the BOARD.

SECTION 12.02 – PENALTIES FOR VIOLATION OF THIS ORDINANCE

- A. This is a civil ORDINANCE. Enforcement procedures for this civil ORDINANCE shall be in accordance with the provisions of 24 V.S.A., Chapter 59, Sections 1974a and 1977 et seq.
- B. Any person violating any of the provisions of this ORDINANCE, shall become liable to the CITY for any expenses, loss or damage caused by such offence and shall be served by the BOARD with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease the violation.
- C. Any violation of this ORDINANCE shall be a civil matter enforceable to the extent as referenced in Paragraph A of this SECTION. A civil penalty shall be assessed for each offense. The amount of the civil penalty shall be determined by the Hearing Officer, not to exceed five hundred dollars (\$500.00) per offense. Each day the violation continues shall constitute a separate offense. The offender can choose to pay the waiver fee on the complaint or request a hearing to contest the violation with the Judicial Bureau. The waiver fee shall be determined by the Hearing Officer and shall be less than the civil penalty.
- D. Notwithstanding any of the foregoing provisions, the CITY may institute any appropriate action including injunction, or other proceeding to prevent, restrain or abate violations hereof, and any other legal and equitable relief to seek compensatory damages and compensation for other fees and expenses as provided in this ORDINANCE.

ARTICLE 13

Amendments, Changes and Petitions

SECTION 13.01 – AMENDMENTS AND CHANGES

The BOARD may make such amendments, changes, etc. to the ORDINANCE that appear in its judgment to be necessary for the efficient operation and/or in the best interests of the water system.

All Rules, Regulations, Ordinances, Policies, Procedures, or other regulatory provisions in conflict herewith are hereby repealed.

The invalidity of any section, clause, sentence, or provision of this ORDINANCE shall not affect the validity of any other part of this ORDINANCE which can be given effect without such invalid part or parts.

SECTION 13.02 – PETITIONS

Citizens have the right to petition for a vote on this ORDINANCE and amendments at an annual or special meeting as provided in 24 V.S.A., Chapter 59. If a petition is received in accordance with 24 V.S.A., Chapter 59 a special meeting shall be called within sixty (60) days of the receipt of the petition to determine whether the voters will approve/disapprove the ORDINANCE and/or amendment hereto.

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 _____ day of May _____, 2012__, 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

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_____, 20__.

Dated this _____ day of _____, 20__.

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