



Regular Council Meeting
Gateway Center, Newport, VT
84 Fyfe Dr, Newport, VT 05855
Monday, August 17 • 6:00 – 8:00pm
Video call link: <https://meet.google.com/zhx-oijh-twe>
Or dial: (US) +1 321-418-1124 PIN: 158 419 696#

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

1. 5:30 - Reception for new City Manager Joe Gunter
2. 6:00 pm - Call the Meeting to Order
3. Additions/Deletions
4. Consent Agenda
 - a. Approval of Minutes: 8/3/26
 - b. AP Warrants: 8/5/26, 8/7/26, 8/13/26
 - c. PR Warrants: 8/4/26
 - d. Liquor Licenses, Vendor Permits, Special Events
 - e. LEMP Spending Limit
5. Report to Council and Community regarding acquisition of the Development Block
6. Action regarding MOU between City of Newport and NVDA
7. Report from Charter Task Force and recommendations for timeline for any proposed changes
8. Public Comment on any matters not covered on the agenda
9. New Business
10. Old Business
11. Set the Next meeting of the Council - Special Meeting regarding Charter Proposal August 20, 2026 at 6 pm in the Council Room
12. Adjournment

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

Council Minutes

August 3, 2026

A duly warned meeting of the Newport City Council was held on Monday, August 3, 2026 in the council room in the Newport Municipal Building. Present were Mayor Rick Ufford-Chase, Council President Carter Finegan, Council Members John Monette, Andrew Touchette, City Clerk/Treasurer James Johnson, Financial and Office Administrator Kari Schulze, Dave LaForce, Stephanie Clark, Kate Stallman, members of the Press and Public. Council member Sharon Pare' was absent.

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

Additions/Deletions

None

Consent Agenda, Minutes of 7/20/26, AP Warrants 7/24/26, 7/31/26, PR Warrant 7/21/26, and DLL Tavern on the Hill

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

Public Comment on Matter not Included on the Agenda

Teresa Gerade commented on order from the Landfill

Ann Chiarello commented on inappropriate remark from the chairman of the Water/Sewer Task Force.

Julie Bressor commented on the vagrancy problem at the Gateway.

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

Mr. Touchette moved to enter executive session per 1 V/S.A. sec 313(a) (2) for sensitive real estate matter related to downtown Newport and invite Dave LaForce and Stephanie Clark into executive session. Seconded by Ms. Finegan, motion carried.

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

No action.

Brief Update from Mayor and Council on Negotiations to Gain Control of the Empty Block

Mayor Ufford-Chase noted there are a lot of players in the negotiations. They are close to being able to talk about it in public.

Council Action Regarding Recommendation to contract with ADAAPTA for Market Survey (attached)

Stephanie Clark updated the council on the recommendation to contract with ADAAPTA. Mr. Monette moved to contract with ADAAPTA as recommended. Seconded by Ms. Finegan, motion carried.

Update on MERP

Ms. Finegan updated the council on the five MERP projects. The Gateway, Fire Station, Treatment Plant, PW Garage and the Municipal Building.

Task Force Reports

Sewer/Water, waiting for ordinance approval and working on financial adjustments.

Fire Dept., no report

Charter Committee, Draft proposal ready for the next council meeting primarily focusing on the process

Financial Reporting and Fiscal Practices, no report

New Business

Ms. Finegan noted an interesting study on the Brown Bullhead Melanoma problem.

Mayor Ufford-Chase noted the Keys to the Kingdom event August 8-9

Old Business

Ms. Finegan noted there is interest in forming a committee to working the homeless situation.

Mayor Ufford-Chase asked for a Special Meeting on August 6, 2026 to brief the public on negotiations for the empty block on Main St. Mr. Monette moved to set a Special Meeting for August 6, 2026 at 5:15 pm immediately following the BTA/BCA meetings. Seconded by Mr. Touchette, motion carried.

Next Meeting Date

Ms. Finegan moved to set the next regular meeting for August 17, 2026. Seconded by Mr. Monette, motion carried.

Adjournment

Mr. Touchette moved to adjourn at 7:30pm. Seconded by Ms. Finegan, motion carried.

Attested _____ this _____ day of _____ 2026

----- Mayor



July 23, 2026

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

Re: Proposal for Newport, Vermont Market Study

Dear Ms. Clarke:

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

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

Scope of Work

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

Task 1. Project Initiation and Coordination

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

Task 2. Demographic and Market Area Analysis

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

Task 3. Housing Inventory, Pricing, and Development Pipeline

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

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

Task 4. Preliminary Estimate of Probable Demand and Absorption

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

Task 5. Housing Program and Partnership Strategy

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

Task 6. Implementation-Oriented Market Study

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

Anticipated Data Sources

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

Scope Assumptions

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

Anticipated Deliverables

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

Cost Estimate

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

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

Schedule

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

Optional Additional Services

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

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

Sincerely,



Danielle Getsinger
CEO



Michelle Spohnheimer
Planning Director

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

Proposal Acceptance Statement

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

Exceptions or comments, if any:

Accepted By:

Signature

Date

Printed Name

Title

Standard Terms and Conditions

Adaapta, LLC

1. Services and Engagement

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

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

2. How Contracting Works

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

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

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

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

3. How Services Work

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

4. Nature of the Services — No Guarantees

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

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

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

5. Equipment, Supplies, and Client Obligations

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

6. Changing Services

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

7. Independent Contractor

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

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

8. Your Responsibilities

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

9. Your Acts or Omissions

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

10. Delivery, Acceptance & Delays

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

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

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

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

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

12. Our Service Representations, Warranties and Disclaimers

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

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

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

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

13. Client's Liability and Our Limitation of Liability

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

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

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

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

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

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

14. Term and Termination

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

In addition to any remedies available under this Agreement:

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

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

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

15. Intellectual Property

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

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

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

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

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

16. Confidentiality

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

17. Compliance with Law

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

18. Force Majeure

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

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

19. Miscellaneous

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

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

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

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

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

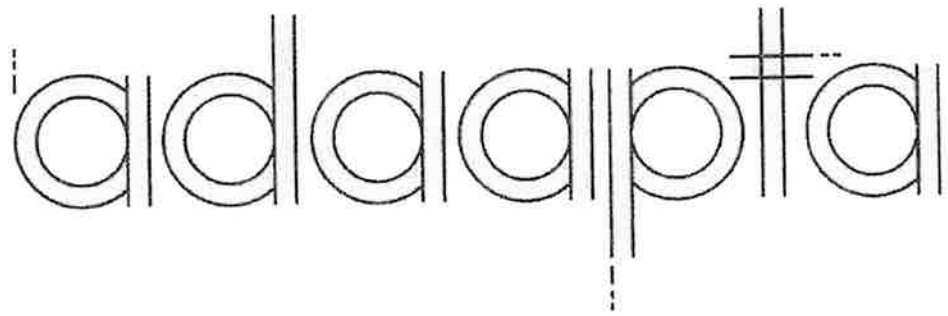
Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the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

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

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

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

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



2025/2026 Labor Rates

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

Other Direct Costs

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

ADAAPTA, LLC
1525 RALEIGH STREET, STE. 240 | DENVER, CO | 80204
3302 CANAL STREET, STE. 32 | HOUSTON, TX | 77077
PO BOX 105 | MIDDLEBURY, VT | 05753

08/05/26
09:56 am

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 02(GENERAL FUND) From 07/01/26 To 07/31/26

Page 1
rchurchill

Vendor		Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AFLAC	AFLAC	PR-07/09/26	Payroll Transfer	800.23	0.00	-----	-----	--/--/--
AFLAC	AFLAC	PR-07/23/26	Payroll Transfer	878.55	0.00	-----	-----	--/--/--
AFLAC	AFLAC	07.31.2026	AFLAC Adj	0.04	0.00	-----	-----	--/--/--
MUTUAL O	MUTUAL OF OMAHA	07.31.2026	AUG Life & Disability In	2336.67	0.00	-----	-----	--/--/--
MVP	MVP HEALTH CARE, INC	PR-07/09/26	Payroll Transfer	2075.60	0.00	-----	-----	--/--/--
MVP	MVP HEALTH CARE, INC	PR-07/23/26	Payroll Transfer	2075.60	0.00	-----	-----	--/--/--
MVP	MVP HEALTH CARE, INC	07.31.2026	AUG Health Ins Premium	50770.61	0.00	-----	-----	--/--/--
NE DELTA	NORTHEAST DELTA DENTAL	PR-07/09/26	Payroll Transfer	323.94	0.00	-----	-----	--/--/--
NE DELTA	NORTHEAST DELTA DENTAL	PR-07/23/26	Payroll Transfer	323.94	0.00	-----	-----	--/--/--
NE DELTA	NORTHEAST DELTA DENTAL	07.31.2026	AUG Dental Premium	1019.34	0.00	-----	-----	--/--/--
NEPBA	NEPBA LOCAL 434	PR-07/09/26	Payroll Transfer	425.00	0.00	-----	-----	--/--/--
NEPBA	NEPBA LOCAL 434	PR-07/23/26	Payroll Transfer	425.00	0.00	-----	-----	--/--/--
UFPO 805	UNITED FEDERATION OF POLICE OF	PR-07/09/26	Payroll Transfer	300.84	0.00	-----	-----	--/--/--
UFPO 805	UNITED FEDERATION OF POLICE OF	PR-07/23/26	Payroll Transfer	300.84	0.00	-----	-----	--/--/--
VSP	VSP INS - VISION CARE	PR-07/09/26	Payroll Transfer	80.30	0.00	-----	-----	--/--/--
VSP	VSP INS - VISION CARE	PR-07/23/26	Payroll Transfer	80.30	0.00	-----	-----	--/--/--
VSP	VSP INS - VISION CARE	07.31.2026	AUG Vision Premium	480.73	0.00	-----	-----	--/--/--
VIRETIRE	VMERS DB	PR-07/09/26	Payroll Transfer	27749.20	0.00	-----	-----	--/--/--
VIRETIRE	VMERS DB	PR-07/23/26	Payroll Transfer	28459.53	0.00	-----	-----	--/--/--
VIRETIRE	VMERS DB	07.31.2026	VMERS ADJ	0.05	0.00	-----	-----	--/--/--
Report Total				118,906.31	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 \$ ***118,906.31
Let this be your order for the payments of these amounts.

08/07/2026

City of Newport Accounts Payable

Page 5 of 5

11:54 am

Check Warrant Report # Current Prior Next FY Invoices

jjohnson

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 08/07/2026 To 08/07/2026

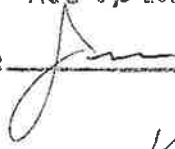
Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			350,107.43	0.00	0.00		

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 \$ ***350,107.43
Let this be your order for the payments of these amounts.

EMAILED

AUG 07 2026

BY: 

/Kari

Rick

08/07/2026

City of Newport Accounts Payable

Page 1 of 5

11:54 am

Check Warrant Report # Current Prior Next FY Invoices

jjohnson

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 08/07/2026 To 08/07/2026

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ATT MOBIL AT & T MOBILITY	07122026	Tablet Mobile	41.73	0.00	-----	-----	--/--/--
AVENU AVENU INSIGHTS AND ANALYTICS L	INV003797	Vision Land Records Mana	510.00	0.00	-----	-----	--/--/--
BANKAMER BANK OF AMERICA	07/31/26	July 01, 2026 - July 31,	9702.66	0.00	-----	-----	--/--/--
BEAUR EQ BEAUREGARD EQUIPMENT INC	IV44259	RING, LOCKI	564.28	0.00	-----	-----	--/--/--
BERGERON BERGERON PROTECTIVE CLOTHING	251261	Suspenders	310.43	0.00	-----	-----	--/--/--
BORSSA SAMUEL BORSARI	7/31/26	meals reimbursement	160.26	0.00	-----	-----	--/--/--
BUDBOS AG SUPERMARKETS INC	02-1059230	cleaning supplies	35.31	0.00	-----	-----	--/--/--
CASELLA CASELLA WASTE MGT INC	3303984	DISPOSAL - SLUDGE	2831.59	0.00	-----	-----	--/--/--
CASELLA CASELLA WASTE MGT INC	3302151	RECY	1153.30	0.00	-----	-----	--/--/--
CASELLA CASELLA WASTE MGT INC	3302228	DISPOSAL - SLUDGE	3646.16	0.00	-----	-----	--/--/--
CHAMP CHAMPLAIN VALLEY EQUIPMENT	CD57360	COMPRESSOR, PARTS	899.86	0.00	-----	-----	--/--/--
CHAMP CHAMPLAIN VALLEY EQUIPMENT	CD58023	discharge ac line parts	918.39	0.00	-----	-----	--/--/--
CNW ENVIR CN WOOD ENVIRO LLC	P08576	GASKETS	85.20	0.00	-----	-----	--/--/--
COMCAST COMCAST	07/13/2026 5	from Jul 20, 2026 to Aug	206.78	0.00	-----	-----	--/--/--
COMCAST COMCAST	07/06/2026 W	from Jul 13, 2026 to Aug	120.39	0.00	-----	-----	--/--/--
COMCAST COMCAST	07/09/2026	from Jul 16, 2026 to Aug	145.68	0.00	-----	-----	--/--/--
COMCAST COMCAST	07/09/2026 F	from Jul 16, 2026 to Aug	186.52	0.00	-----	-----	--/--/--
COMCAST COMCAST	07/12/2026 A	from Jul 19, 2026 to Aug	167.21	0.00	-----	-----	--/--/--
COMCAST COMCAST	07/15/2026 5	from Jul 15, 2026 to Aug	163.53	0.00	-----	-----	--/--/--
COMCAST B COMCAST BUSINESS	277585575	comcast phone	1579.57	0.00	-----	-----	--/--/--
EAST COAS EAST COAST SIGNALS, INC	0626-201958	JUNE 2026 SIGNAL WORK	875.00	0.00	-----	-----	--/--/--
ELECTRICL ELECTRIC LIGHT CO., INC.	12834	Newport Vt. - Inv #7 Tra	58652.95	0.00	-----	-----	--/--/--
ENDYNE ENDYNE INC	586704	Test E. coli	25.00	0.00	-----	-----	--/--/--
ENDYNE ENDYNE INC	586978	Newport Weekly Discharge	75.00	0.00	-----	-----	--/--/--
ENDYNE ENDYNE INC	587385	Newport Weekly Discharge	75.00	0.00	-----	-----	--/--/--
ENDYNE ENDYNE INC	587428	Test E. coli	25.00	0.00	-----	-----	--/--/--
ENDYNE ENDYNE INC	588779	Total Colif. Package	25.00	0.00	-----	-----	--/--/--
ENDYNE ENDYNE INC	585545	Newport Weekly Discharge	75.00	0.00	-----	-----	--/--/--
ENDYNE ENDYNE INC	586033	Newport Weekly Discharge	25.00	0.00	-----	-----	--/--/--
ENDYNE ENDYNE INC	586444	Newport Weekly Discharge	130.00	0.00	-----	-----	--/--/--
FARMYARD THE FARMYARD STORE	54250	250 PSI WATER	90.16	0.00	-----	-----	--/--/--
FARMYARD THE FARMYARD STORE	5715	GASKET	206.64	0.00	-----	-----	--/--/--
FREDS FRED'S PLUMBING & HEATING INC	07/01/2026_1	Propane	95.17	0.00	-----	-----	--/--/--
FREDS FRED'S PLUMBING & HEATING INC	5336221	Fuel	1927.72	0.00	-----	-----	--/--/--
FREDS FRED'S PLUMBING & HEATING INC	07/01/2026_8	Fuel	8306.80	0.00	-----	-----	--/--/--
FREDS FRED'S PLUMBING & HEATING INC	07/01/2026_A	Super Gasoline	5594.89	0.00	-----	-----	--/--/--
FREDS FRED'S PLUMBING & HEATING INC	\$2,340.94	Super Gasoline	2340.94	0.00	-----	-----	--/--/--
GILLS POI GILLS POINT S TIRE	710828	INSPECTION, TIRES	383.16	0.00	-----	-----	--/--/--
GRAINGER GRAINGER	9026304742	safety materials	1171.19	0.00	-----	-----	--/--/--
GRAINGER GRAINGER	9026304759	SAFETY SIGN	17.83	0.00	-----	-----	--/--/--
GRAINGER GRAINGER	9028123785	CAUTION SIGN	25.04	0.00	-----	-----	--/--/--
GRAINGER GRAINGER	9007844773	REST, TOOL, PRESS GUARD	115.56	0.00	-----	-----	--/--/--
GRAINGER GRAINGER	9010788546	TRANSMITTER, 40FT CABLE	973.00	0.00	-----	-----	--/--/--
GRAINGER GRAINGER	9010788553	CABLE WEIGHT, PVC	14.86	0.00	-----	-----	--/--/--
GRAINGER GRAINGER	9014914395	BACKFLOW PREVENTER	647.57	0.00	-----	-----	--/--/--
GRAINGER GRAINGER	9027810333	safety equipment	312.22	0.00	-----	-----	--/--/--
GRANITE THE GRANITE GROUP	18849747-00	Copper parts	205.15	0.00	-----	-----	--/--/--
GRANITE THE GRANITE GROUP	18801077-00	Change Mandrel Kit	23.47	0.00	-----	-----	--/--/--
GREATBAY GREAT BAY HYDRO CORP.	5/7/2026-6/7	Clyde Street Solar	3343.39	0.00	-----	-----	--/--/--
GREATBAY GREAT BAY HYDRO CORP.	6/8/2026-7/7	Clyde Street Solar	3372.80	0.00	-----	-----	--/--/--

Unpaid Invoices For Check Acct 01(GENERAL FUND) From 08/07/2026 To 08/07/2026

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
GREENMNTM	GREEN MOUNTAIN MARINE SERVICES 26-1083	construction services	11000.00	0.00	-----,--	-----	--/--/--
HOLLAND	HOLLAND COMPANY, INC. PI-40801	Aluminum Sulfate	9800.70	0.00	-----,--	-----	--/--/--
KEITNI	NICHOLAS KEITHAN 7/28/20	Training Class + Travel	346.55	0.00	-----,--	-----	--/--/--
KIMBALL	KIMBALL MIDWEST 104649664	PAINT, PROTECTOR	301.37	0.00	-----,--	-----	--/--/--
LAWSON	LAWSON PRODUCTS INC 9313639735	parts	388.88	0.00	-----,--	-----	--/--/--
LEBLANCS	LEBLANCS PEST CONTROL 31636-02	Pest Control	50.00	0.00	-----,--	-----	--/--/--
MEDTECH	MED TECH RESOURCE LLC 160249	MTR Basic Responder IFAK	542.11	0.00	-----,--	-----	--/--/--
NEK FIRE	NORTHEAST KINGDOM FIRE AND SAF 2751	Extinguisher Inspection,	305.00	0.00	-----,--	-----	--/--/--
NEK FIRE	NORTHEAST KINGDOM FIRE AND SAF 2752	Extinguisher Inspection,	98.00	0.00	-----,--	-----	--/--/--
NEMRC	NEW ENGLAND MUNICIPAL RESOURCE 59857	Work done remotely by Ch	3547.50	0.00	-----,--	-----	--/--/--
NWPT AML	NEWPORT AMBULANCE SERVICE INC 272	Ambulance Coverage for A	21536.89	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-276993	CLOCK SPRING	84.32	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-277219	BELT TENSNER, PULLEY	63.54	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-275357	5QTMOTOROIL	71.98	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-275358	FILTERS	59.31	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-275503	STEERING SHFT, MOUNT	224.84	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-275909	CR/OVER MTG	19.57	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-275949	COP COIL, FUEL INJ	916.48	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-276540	MICRO-V BELT	36.31	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-276789	BRAKE MASTER	161.49	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-276853	HYDRO-BOOST	234.26	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-278726	auto supplies	213.30	0.00	-----,--	-----	--/--/--
OREILLY	OREILLY AUTO PARTS 5691-277160	return	-185.90	0.00	-----,--	-----	--/--/--
P H SENE	P & H SENESAC INC 20702	SLUDGE DEWATERING	105805.75	0.00	-----,--	-----	--/--/--
PECKHAM	PECKHAM MATERIALS CORP 1290453	1 INCH CRUSHED GRAVEL	439.62	0.00	-----,--	-----	--/--/--
PECKHAM	PECKHAM MATERIALS CORP 1288032	#2 STONE 3/4 INCH	491.28	0.00	-----,--	-----	--/--/--
PECKHAM	PECKHAM MATERIALS CORP 1289977	1 INCH CRUSHED GRAVEL	803.52	0.00	-----,--	-----	--/--/--
PETESTIRE	PETES TIRE BARNS INC 291975	parts	967.15	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 371771	GRASS / FLOWER SEED/ PLA	116.84	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372022	CLAMPS	18.20	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372044	9X12 NO TRESPASSING SIGN	11.34	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372073	2X6X10PT (NEW NATURAL SE	15.10	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372077	HORNET KILLR, GLOVES	43.22	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372159	BLEACH, BRUSH	12.05	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372229	HORNET KILLER, STAKES	29.34	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372299	2" UNION	3.52	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372497	supplies	94.48	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372534	NUTS/BOLTS/WASHERS, SNAP	11.86	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372544	INSULATION RETURN	-303.18	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372549	NAILS /SCREWS/ NUTS/BOLT	4.07	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372551	NAILS /SCREWS/ NUTS/BOLT	1.32	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372561	UTILITY HANGER	21.35	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 370850	Coupling	21.82	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 371234	GREENBOARD 2X8, BOOTS	963.96	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 371404	GREENBOARD 2X8	840.46	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 371467	BATTERY, NOZZLE	69.79	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 371486	STIFFENER	30.15	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 371515	WSPHORNET KILLER	15.08	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372707	TIMER, BATTERY	40.83	0.00	-----,--	-----	--/--/--
PIC SHO	THE PICK & SHOVEL INC 372906	UTILITY BLADE	20.89	0.00	-----,--	-----	--/--/--

08/07/26

City of Newport Accounts Payable

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Check Warrant Report # Current Prior Next FY Invoices

jjohnson

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 08/07/2026 To 08/07/2026

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
PIC SHOV	THE PICK & SHOVEL INC	372911	batteries, trash bag, he	45.37	0.00	-----	---/---/---
PIC SHOV	THE PICK & SHOVEL INC	372927	AUGER BIT	18.04	0.00	-----	---/---/---
PIC SHOV	THE PICK & SHOVEL INC	372934	materials repair roof	10.33	0.00	-----	---/---/---
PIC SHOV	THE PICK & SHOVEL INC	370611	STIFFENER, HD160 PIPE	124.59	0.00	-----	---/---/---
PIC SHOV	THE PICK & SHOVEL INC	370614	GREENBOARD 2X8	560.31	0.00	-----	---/---/---
PIC SHOV	THE PICK & SHOVEL INC	372919	repair parts	7.29	0.00	-----	---/---/---
PRESCOTT	E J PRESCOTT INC	6674645	Parts/materials	6621.84	0.00	-----	---/---/---
PRESCOTT	E J PRESCOTT INC	6674682	parts	683.58	0.00	-----	---/---/---
PUMP CONT	PUMP CONTROL SOLUTIONS LLC	1717	repair	970.96	0.00	-----	---/---/---
RAYS	RAYS AUTO SERVICE	3888	Tire Pressure Monitoring	132.60	0.00	-----	---/---/---
RAYS	RAYS AUTO SERVICE	4585	brake repair	1151.17	0.00	-----	---/---/---
RAYS TOW	RAY'S TOWING AND RECOVERY	70064	RESCUE 5, TIRE ROD INSTA	423.84	0.00	-----	---/---/---
REYNOLDS	REYNOLDS & SON INC	3467999	Service call air compres	1397.65	0.00	-----	---/---/---
REYNOLDS	REYNOLDS & SON INC	3468380	COMPRESSOR SERVICE	127.70	0.00	-----	---/---/---
SAWYER S	SAWYER SPRINKLER SERVICE LLC	5155	repair work	800.00	0.00	-----	---/---/---
SECURSHRE	SECURESHRED	539252	empty console	30.50	0.00	-----	---/---/---
SECURSHRE	SECURESHRED	535977	shredding	25.00	0.00	-----	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	821565	BOOSTER PAC	129.00	0.00	-----	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	821744	ORING ()	5.14	0.00	-----	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	822307	ORING ()	179.50	0.00	-----	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	820533	NEEDLE SCALER, SET	312.60	0.00	-----	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	820706	CLEANER	59.57	0.00	-----	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	821319	parts	38.20	0.00	-----	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	821417	Hood Lift Support	22.99	0.00	-----	---/---/---
SOUTHBAY	SOUTH BAY SUPPLY	821378		-44.02	0.00	-----	---/---/---
STAPLES	STAPLES	6070555412	TOWEL	69.38	0.00	-----	---/---/---
STAPLES	STAPLES	6070555413	2-DRAWER LETTER RETURN	-269.99	0.00	-----	---/---/---
STAPLES	STAPLES	6070555414	2-DRAWER LETTER	269.99	0.00	-----	---/---/---
STAPLES	STAPLES	6070555415	2-DRAWER LETTER	1619.94	0.00	-----	---/---/---
STAPLES	STAPLES	6070555416	VALUEPACK USB	74.74	0.00	-----	---/---/---
STAPLES	STAPLES	6070555417	LINER WASTE 33X40	34.68	0.00	-----	---/---/---
STAPLES	STAPLES	6070555418	office supplies	98.03	0.00	-----	---/---/---
STAPLES	STAPLES	6070555419	LTR GRN 20	188.19	0.00	-----	---/---/---
STAPLES	STAPLES	6070555420	LTR GRN 20	20.91	0.00	-----	---/---/---
STAPLES	STAPLES	6070555421	2-DRAWER LETTER	2429.91	0.00	-----	---/---/---
STAPLES	STAPLES	6070555422	2-DRAWER LETTER	269.99	0.00	-----	---/---/---
STAPLES	STAPLES	6070555423	2-DRAWER LETTER RETURN	-269.99	0.00	-----	---/---/---
STAPLES	STAPLES	6070555424	2-DRAWER LETTER	-539.98	0.00	-----	---/---/---
STAPLES	STAPLES	6070555425	2-DRAWER LETTER	-809.97	0.00	-----	---/---/---
STEVBR	BRANDON STEVENS MOWING LLC	10167	Mowing	13065.00	0.00	-----	---/---/---
STICKS	STICKS & STUFF DERBY	173366	2X10X8 #1 PRESSURE TREAT	94.16	0.00	-----	---/---/---
STICKS	STICKS & STUFF DERBY	173177	CARTRIDGE	12.99	0.00	-----	---/---/---
TAPLINSEP	TAPLIN SEPTIC PUMPING AND PORT	19466	Portable Toilet Service	80.00	0.00	-----	---/---/---
TISALES	TI-SALES INC	INV0200535	Cartridge Check Valve	237.76	0.00	-----	---/---/---
TMDE	TMDE CALIBRATION LAB INC	56951	On Site Calibration	680.00	0.00	-----	---/---/---
UNITED AG	UNITED AG & TURF NE	11745030	V-BELT	21.36	0.00	-----	---/---/---
UNITED AG	UNITED AG & TURF NE	11745874	DRIVE TUBE	59.99	0.00	-----	---/---/---
UNITED AG	UNITED AG & TURF NE	11729485	Mowing head	67.98	0.00	-----	---/---/---
UNITED AG	UNITED AG & TURF NE	11734886	air filter	45.96	0.00	-----	---/---/---
USABLU	USA BLUEBOOK	INV01114720	materials	305.21	0.00	-----	---/---/---

08/07/26

City of Newport Accounts Payable

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Check Warrant Report # Current Prior Next FY Invoices

jjohnson

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 08/07/2026 To 08/07/2026

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
USABLUE	USA BLUEBOOK	INV01100069 Parameter Meter, electro	2262.35	0.00	-----	-----	--/--/--
USABLUE	USA BLUEBOOK	SC47615 USABlueBook	17.77	0.00	-----	-----	--/--/--
USABLUE	USA BLUEBOOK	SC48766 USABlueBook	18.04	0.00	-----	-----	--/--/--
VICT	VERMONT LEAGUE OF CITIES AND T	MOS20260008 City Manger Recruitment	15667.10	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026d 06/17/2026 07/17/2026	24.33	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026e 06/17/2026 07/17/2026	24.33	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026f 06/17/2026 07/17/2026	188.67	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026jj 06/17/2026 07/17/2026	49.29	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026kk 06/17/2026 07/17/2026	1809.04	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026l 06/22/2026 07/17/2026	8981.98	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026ll 06/17/2026 07/17/2026	218.49	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026mm 06/17/2026 07/17/2026	1323.11	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026nn 06/17/2026 07/17/2026	169.67	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026oo 06/17/2026 07/17/2026	918.01	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026pp 06/17/2026 07/17/2026	655.60	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026qq 06/17/2026 07/17/2026	828.33	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026rr 06/17/2026 07/17/2026	153.99	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026s 06/17/2026 07/17/2026	385.69	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026ss 06/17/2026 07/17/2026	1122.33	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026tt 06/17/2026 07/17/2026	191.31	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026uu 06/17/2026 07/17/2026	360.07	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/21/2026zz 06/17/2026 07/17/2026	574.54	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/27/2026P 06/23/2026 07/23/2026	72.70	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/27/2026bb 06/23/2026 07/23/2026 56	4636.71	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/27/2026c 06/23/2026 07/23/2026	121.74	0.00	-----	-----	--/--/--
VTELEC	VT ELECTRIC COOPERATIVE INC	07/27/2026ff 06/23/2026 07/23/2026	24.33	0.00	-----	-----	--/--/--
WHITE BUR	WHITE AND BURKE REAL ESTATE AD	14924 Professional Services	4417.50	0.00	-----	-----	--/--/--
WILCOR	WILCOR INTERNATIONAL INC	950600 Supplies for Shop	214.15	0.00	-----	-----	--/--/--

08/13/26

City of Newport Accounts Payable

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Check Warrant Report # Current Prior Next FY Invoices

jjohnson

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 08/14/26 To 08/14/26

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AMAZON	AMAZON BUSINESS	1441-QXKJ-JP 7/1/26 to 7/31/26	1926.75	0.00			--/--/--
APPLIEDSP	APPLIED SPECIALTIES INC	361759 Charge Pack	5206.44	0.00			--/--/--
BROWMI	MICHAEL BROWN	7/30/26 reimbursements	288.40	0.00			--/--/--
BUDBOS	AG SUPERMARKETS INC	01-996652 PBJ	13.57	0.00			--/--/--
BUDBOS	AG SUPERMARKETS INC	03-1140617 cleaner, water	23.54	0.00			--/--/--
CANON SOL	CANON SOLUTIONS AMERICA INC	6016844971 Copier Usage	17.17	0.00			--/--/--
CLAIRS LI	CLAIRE'S LINEN SERVICE LLC.	6128CC LINEN CLEANING	162.40	0.00			--/--/--
EAST COAS	EAST COAST SIGNALS, INC	0626-201958A maint. on traffic signal	3182.50	0.00			--/--/--
ENDYNE	ENDYNE INC	589314 Total Colif. Package	25.00	0.00			--/--/--
ENDYNE	ENDYNE INC	589453 Total Colif. Package	25.00	0.00			--/--/--
ENDYNE	ENDYNE INC	589403 E. coli	25.00	0.00			--/--/--
ENDYNE	ENDYNE INC	589404 Test E. coli	25.00	0.00			--/--/--
ENDYNE	ENDYNE INC	589515 Newport Weekly Discharge	75.00	0.00			--/--/--
FARMYARD	THE FARMYARD STORE	5954 PRY PINCH POINT, SLEDGE	97.98	0.00			--/--/--
FARMYARD	THE FARMYARD STORE	5960 Parts	329.13	0.00			--/--/--
FREDS	FRED'S PLUMBING & HEATING INC	08/03/2026a Gasoline	30902.81	0.00			--/--/--
GATES	GATE'S ELECTRIC INC	6920 install panel and device	3123.43	0.00			--/--/--
GRANITE	THE GRANITE GROUP	18819231-00 Materials	53.34	0.00			--/--/--
GRANITE	THE GRANITE GROUP	18875639-00 materials	12.44	0.00			--/--/--
GRANITE	THE GRANITE GROUP	18881180-00 materials	147.46	0.00			--/--/--
LEBLANCS	LEBLANCS PEST CONTROL	31635-23 Pest Control	100.00	0.00			--/--/--
MEMPRESS	THE MEMPHREMAGOG PRESS INC.	66179 PROUTY BEACH MIRROR HANG	702.00	0.00			--/--/--
MEMPRESS	THE MEMPHREMAGOG PRESS INC.	66206 REC. DEPT. CIT-SHIRTS -	144.00	0.00			--/--/--
NEMRC	NEW ENGLAND MUNICIPAL RESOURCE	59866 Work done remotely by Ch	2200.00	0.00			--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-587070 Safety Glasses	19.24	0.00			--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-582361 Drill, materials	103.00	0.00			--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-584403 Conc.w/ Rebar, Duc Blade	155.00	0.00			--/--/--
OREILLY	OREILLY AUTO PARTS	5691-279169 ADHESIVE	19.66	0.00			--/--/--
OREILLY	OREILLY AUTO PARTS	5691-279870 Parts	391.66	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	372390 FIELD MARKER	64.56	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	372558 GLOVES	36.08	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	372836 COW MANURE	63.98	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	372858 materials	66.75	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373037 CLAMPS	35.66	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373058 ULTRA BLEACH	7.02	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373059 BOX FAN	26.59	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373066 HD160 PIPE	106.38	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373073 PIPE	147.25	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373074 KEY CUTTING	3.80	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373082 SEAL FOAM SLNT	7.78	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373084 GAS SAFETY CANS	142.48	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373090 THREADED ROD	6.45	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373186 PLIERS, ADAPTER	39.88	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373212 FOAMING HAND SOAP	6.63	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373344 paint, materials	70.88	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373345 ACTION HOE	26.59	0.00			--/--/--
PIC SHOV	THE PICK & SHOVEL INC	373358 PIPE, PUTTY, STRAINER	22.11	0.00			--/--/--
R R CHARL	R R CHARLEBOIS INC	2003017P FRAME-EXTE	279.73	0.00			--/--/--
RGOSSELIN	RG GOSSELIN INC. CONCRETE & EX	263007NEW Winter Sand Delivered	15806.00	0.00			--/--/--
RONDJO	JOSEE RONDEAU QUARMEY	7/27/2026 Red cross on line AED co	39.22	0.00			--/--/--

08/13/26

City of Newport Accounts Payable

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Check Warrant Report # Current Prior Next FY Invoices

jjohnson

Unpaid Invoices For Check Acct 01(GENERAL FUND) From 08/14/26 To 08/14/26

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
SOUTHBAY SOUTH BAY SUPPLY	822873	RIVET	279.99	0.00			--/--/--
SOUTHBAY SOUTH BAY SUPPLY	822926	ROUND SLING RETURN	-62.99	0.00			--/--/--
SOUTHBAY SOUTH BAY SUPPLY	823053	CYL OXYGEN	71.95	0.00			--/--/--
SOUTHBAY SOUTH BAY SUPPLY	823205	CLAMPS, BATTERY	369.02	0.00			--/--/--
TAPLINSEP TAPLIN SEPTIC PUMPING AND PORT	I9523	Monthly Rental: Portable	520.00	0.00			--/--/--
TAPLINSEP TAPLIN SEPTIC PUMPING AND PORT	I9524	Monthly Rental: Portable	145.00	0.00			--/--/--
TISALES TI-SALES INC	INV0200907	Neptune 360 Subscription	2951.95	0.00			--/--/--
UNITED AG UNITED AG & TURF NE	11758870	Line CF3 Pro	99.99	0.00			--/--/--
VITAL DEL VITAL DELIVERY SOLUTIONS	220885	Endyne delivery	37.89	0.00			--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/27/2026aa	06/23/2026 07/23/2026	142.28	0.00			--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	07/27/2026hh	06/23/2026 07/23/2026	5526.22	0.00			--/--/--
VTSPRINGS VERMONT SPRINGS LLC	129819	Water	12.00	0.00			--/--/--
VTSPRINGS VERMONT SPRINGS LLC	133606	Water	12.00	0.00			--/--/--
VTSPRINGS VERMONT SPRINGS LLC	129802	Water	12.00	0.00			--/--/--
VTSPRINGS VERMONT SPRINGS LLC	131321	Water	100.74	0.00			--/--/--
VTSPRINGS VERMONT SPRINGS LLC	131451	Water	31.38	0.00			--/--/--
W B MASON WB MASON CO INC	263467339	BINDER,VIEW, 3" WHITE, (W	6.75	0.00			--/--/--
Report Total			76,758.91	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 \$ ****76,758.91

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

EMAILED

AUG 14 2026

BY: 

Kari

08/04/26
06:15 pm

City of Newport Payroll
Check Warrant Report #
Check date 08/06/26 to 08/06/26

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rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
BENND0	BENNETT, DONNA J.	25105	08/06/26	1171.70	0.00
BENNL5	BENNETT, LYLLIAN G.	25106	08/06/26	218.66	0.00
BERNTH	BERNIER, THOMAS L.	E2091198	08/06/26	0.00	2386.51
BINGTR	BINGHAM, TRAVIS R.	E2091176	08/06/26	0.00	2683.39
BLAIJE	BLAIS, JEFFREY C.	E2091234	08/06/26	0.00	869.73
BORSSA	BORSARI, SAMUEL J.	25100	08/06/26	2114.75	0.00
BOUCBE	BOUCHER, BENJAMIN G.	E2091200	08/06/26	0.00	113.13
BOUCBE	BOUCHER, BENJAMIN G.	E2091199	08/06/26	0.00	1575.23
Total of 2 items for BOUCBE				0.00	1688.36
BROCAS	BROCK, ASHLEIGH E.	E2091171	08/06/26	0.00	941.80
BROWMI	BROWN, MICHAEL E.	E2091225	08/06/26	0.00	1844.97
BROWMI	BROWN, MICHAEL E.	E2091226	08/06/26	0.00	334.80
Total of 2 items for BROWMI				0.00	2179.77
BRUNAE	BRUNELL, AERO M.	25107	08/06/26	606.34	0.00
BURDRO	BURDICK, ROBERT A., JR	E2091201	08/06/26	0.00	1460.86
BURDRO	BURDICK, ROBERT A., JR	E2091202	08/06/26	0.00	100.14
Total of 2 items for BURDRO				0.00	1561.00
CAMBTU	CAMBER, TUCKER J.	E2091204	08/06/26	0.00	107.19
CAMBTU	CAMBER, TUCKER J.	E2091203	08/06/26	0.00	1817.44
Total of 2 items for CAMBTU				0.00	1924.63
CARRER	CARRIER, ERIC A.	E2091220	08/06/26	0.00	120.73
CARRER	CARRIER, ERIC A.	E2091219	08/06/26	0.00	2141.83
Total of 2 items for CARRER				0.00	2262.56
CHENFR	CHENEY, FRANCIS E., III	E2091174	08/06/26	0.00	2335.83
CHURRO	CHURCHILL, ROBYN D H.	E2091172	08/06/26	0.00	2022.83
DILLTR	DILLON, TRAVIS J.	E2091206	08/06/26	0.00	126.71
DILLTR	DILLON, TRAVIS J.	E2091205	08/06/26	0.00	1844.92
Total of 2 items for DILLTR				0.00	1971.63
FLYNKU	FLYNN, KURK O.	E2091188	08/06/26	0.00	2003.38
FORTJER	FORTIN, JEREMIAH E.	25102	08/06/26	1136.34	0.00
GAGELA	GAGE, LARRY L., JR	E2091208	08/06/26	0.00	127.60
GAGELA	GAGE, LARRY L., JR	E2091207	08/06/26	0.00	1623.02
Total of 2 items for GAGELA				0.00	1750.62
GONYAN	GONYAW, ANDREW T.	E2091177	08/06/26	0.00	2114.46
GOSSRO	GOSSELIN, ROBERT J.	E2091236	08/06/26	0.00	1393.74
GOSSROG	GOSSELIN, ROGER M.	E2091194	08/06/26	0.00	287.37

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06:15 pm

City of Newport Payroll
Check Warrant Report #
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Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
GRENLE	GRENIER, LEO C., III	25101	08/06/26	2016.61	0.00
HAMIZA	HAMILTON, ZACHARY P.	E2091230	08/06/26	0.00	1087.06
HARTER	HARTMAN, ERIC P.	E2091210	08/06/26	0.00	97.71
HARTER	HARTMAN, ERIC P.	E2091209	08/06/26	0.00	1459.97
Total of 2 items for HARTER				0.00	1557.68
HERMJA	HERMAN, JASON M.	E2091221	08/06/26	0.00	2123.07
HORNDU	HORNE, DUSTIN J.	E2091193	08/06/26	0.00	1410.56
JACOTA	JACOBS, TANNER D.	E2091178	08/06/26	0.00	1722.64
JOHNJA	JOHNSON, JAMES D.	E2091173	08/06/26	0.00	1868.08
KEITNI	KEITHAN, NICHOLAS N.	E2091179	08/06/26	0.00	2093.29
KREIKI	KREIG, KIMBERLY S.	E2091175	08/06/26	0.00	816.65
LACOKE	LACOSS, KEVIN W.	E2091196	08/06/26	0.00	548.77
LANCAL	LANCASTER, ALEX R.	E2091217	08/06/26	0.00	1136.34
LANCRJ	LANCASTER, ROYCE J., JR	E2091212	08/06/26	0.00	100.27
LANCRJ	LANCASTER, ROYCE J., JR	E2091211	08/06/26	0.00	1510.60
Total of 2 items for LANCRJ				0.00	1610.87
LANCRO	LANCASTER, ROYCE E., SR	E2091180	08/06/26	0.00	2623.87
LECLJJ	LECLAIR, JAMES A., JR	E2091181	08/06/26	0.00	1923.63
LEINEM	LEINOFF, EMILY R L.	E2091189	08/06/26	0.00	1736.04
LILLJO	LILLIS, JOSHUA S.	E2091182	08/06/26	0.00	1851.53
MARCCO	MARCOUX, COREY J.	E2091213	08/06/26	0.00	832.25
MARCCO	MARCOUX, COREY J.	E2091214	08/06/26	0.00	136.03
Total of 2 items for MARCCO				0.00	968.28
MARCKI	MARCOTTE, KIERA B.	25109	08/06/26	745.29	0.00
MARSJA	MARSH, JARED A.	E2091222	08/06/26	0.00	1940.49
MARSJA	MARSH, JARED A.	E2091223	08/06/26	0.00	120.29
Total of 2 items for MARSJA				0.00	2060.78
MATTCH	MATTHEWS, CHRISTOPHER B.	E2091218	08/06/26	0.00	1136.34
MCCAED	MCCARTER, EDWARD R.	25116	08/06/26	848.22	0.00
MCCAJA	MCCARTER, JAYMI N.	25117	08/06/26	732.51	0.00
MCGINA	MCGILLIVRAY, NATHAN J.	25110	08/06/26	1215.18	0.00
MCKEDO	MCKENNY, DOUGLAS G., JR	25104	08/06/26	130.70	0.00
MCKEDO	MCKENNY, DOUGLAS G., JR	25103	08/06/26	1741.29	0.00
Total of 2 items for MCKEDO				1871.99	0.00
MILLER	MILLER, ERIC R.	E2091190	08/06/26	0.00	3068.10
MORIJO	MORIN, JONATHAN L.	E2091183	08/06/26	0.00	3142.98
MOULCH	MOULTON, CHARLES D.	E2091184	08/06/26	0.00	2702.41
PATEAN	PATENAUDE, ANDREW M.	E2091216	08/06/26	0.00	133.08
PATEAN	PATENAUDE, ANDREW M.	E2091215	08/06/26	0.00	2027.60
Total of 2 items for PATEAN				0.00	2160.68

08/04/26
06:15 pm

City of Newport Payroll
Check Warrant Report #
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rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
PAVEWI	PAVELCHAK, WILLIAM J.	E2091224	08/06/26	0.00	246.02
PHILEM	PHILLABAUM, EMILY G.	E2091191	08/06/26	0.00	1559.79
PROVHA	PROVENCHER, HAZEN M.	E2091237	08/06/26	0.00	446.50
RIVARO	RIVARD, ROBERT L.	E2091231	08/06/26	0.00	1151.45
RIVASP	RIVARD, SUSAN P.	E2091232	08/06/26	0.00	282.59
RIVENI	RIVERS, NICHOLAS R.	E2091185	08/06/26	0.00	2438.99
RONDJO	RONDEAU QUARMBY, JOSEE	E2091227	08/06/26	0.00	1140.14
ROSSNY	ROSSI, NYLA T E.	E2091235	08/06/26	0.00	1036.48
ROSSTE	ROSSI, TELS A E.	E2091233	08/06/26	0.00	456.73
ROWEJO	ROWE, JONATHAN M.	25119	08/06/26	365.66	0.00
RUSSIV	RUSSELL, IVY A.	25111	08/06/26	981.27	0.00
SCHUKA	SCHULZE, KARI G.	E2091170	08/06/26	0.00	1601.59
SERLAN	SERLIS, ANDREW J.	25120	08/06/26	335.07	0.00
SMITCO	SMITH, CODY M.	E2091186	08/06/26	0.00	1834.42
SMITGR	SMITH, GREGORY P.	25115	08/06/26	899.04	0.00
STAPMA	STAPLES, MARY E.	E2091228	08/06/26	0.00	277.05
STAPMA	STAPLES, MARY E.	E2091229	08/06/26	0.00	277.05
Total of 2 items for STAPMA				0.00	554.10
STERRY	STERLING, RYAN J.	25118	08/06/26	33.25	0.00
STEWAL	STEWART, ALEXIS M.	25112	08/06/26	938.05	0.00
STORRI	STORY, RICHARD P.	E2091238	08/06/26	0.00	722.63
SYKECO	SYKES, COLIN S.	E2091187	08/06/26	0.00	1859.51
SYLVDE	SYLVESTER, DENISE M.	25108	08/06/26	171.49	0.00
WALTKR	WALTERS, KRISTEN L.	E2091195	08/06/26	0.00	254.89
WATEBR	WATERMAN, BRIANNAH S.	25113	08/06/26	1034.80	0.00
WATTKR	WATTERS, KRISTEN M.	25114	08/06/26	1177.25	0.00
WELIMO	WELLS, MONICA R.	E2091192	08/06/26	0.00	1420.87
YOUNJE	YOUNG, JEFFREY R.	E2091197	08/06/26	0.00	1746.01
				18613.47	88479.97
				=====	=====

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 \$ *107,093.44
Let this be your order for the payments of these amounts.

City Council:

Newport City Local Emergency Management Plan

Municipal Adoption

Vermont Emergency Management may share our contact information in this plan with emergency partners (dam owners, utility providers, elected officials, neighboring EMDs, the American Red Cross, and FEMA) outside of an emergency.

Regional Emergency Management Committee Voting Members

Emergency services representative name: Travis Bingham

Emergency services representative email: travis.bingham@vermont.gov

EMD or designee name: Kevin Lacoss

EMD or designee primary email: firechief@newportvermont.org

1st Point of Contact

Title: Emergency Management Director

Name: Kevin Lacoss

Primary phone: (802) 334-7919

Alternate phone: (802) 282-2630

Primary

email: firechief@newportvermont.org

Public

contact: firechief@newportvermont.org

2nd Point of Contact

Title: Police Chief

Name: Travis Bingham

Primary phone: (802) 334-7919

Alternate phone: (802) 282-8804

Primary

email: travis.bingham@vermont.gov

3rd Point of Contact

Title: Mayor

Name: Rick Ufford-Chase

Primary phone: 802-334-2112

Alternate phone: 845-608-4056

Primary

email: rick.uffordchase@newportvermont.org

Plan Adoption

"I hereby certify that the LEMP meets Vermont National Incident Management System (NIMS) requirements and current LEMP Implementation Guidance."

Name of the person certifying NIMS compliance: Kevin Lacoss EMD

NIMS adoption date: 01/05/2004

"I hereby attest that the municipality has adopted NIMS and the LEMP at a warned public meeting."

Plan adopter name: Rick Ufford-Chase

Plan adopted date: 08/17/2026

Local Emergency Management Plan

Emergency management planners: Kevin Lacoss Fire Chief 802-334-7919
Travis Bingham Police Chief/EMD 802-334-6733

Emergency Operations Center (EOC) Positions

The EOC is an organization that coordinates information, support, and response across the municipality for Incident Commanders and town officials. Its main functions are to maintain situational awareness for municipal leaders, coordinate resource and information requests, and provide public information.

Which municipal position(s) can activate the EOC?: Fire Chief, Police Chief, City Manager

Preferred EOC positions and duties: Fire Chief - Supervises and directs all EOC activities coordinating municipal support and response.
NPD Dispatcher - Staff phones and radio
City Manager - Track and answer requests for information (RFI)
City Manager - Track and coordinate requests for support (RFS)
Police Chief - Produce and post public information and press releases (PIO)
Public Works Director - Infrastructure
City Clerk - Finances

Potential EOC staff members: Kevin Lacoss - Fire Chief - 802-334-7919 / 802-282-2630
Travis Bingham - Police Chief
James Johnson - City Treasurer
Tom Bernier - Public Works Director
Kari Scultz - Program Manager, 802-334-5136
Rick Ufford-Chase - Mayor

Primary Emergency Operations Center (EOC)

Primary EOC location name: Newport Municipal Building Primary EOC address: 222 Main St Primary EOC phone: 802-334-6733, 802-334-5136

Primary EOC resources & information:

Generator: Yes Internet: Yes Phone line: Yes Computers: Yes

Copy machine: Yes Projector or large screen: Yes Food prep: Yes

Alternate Emergency Operations Center (EOC)

Alternate EOC location name: Newport City Fire station Alternate EOC address: 350 Western Ave. Alternate EOC phone: 802-334-7919

Alternate EOC Resources & Information:

Generator: Yes Internet: Yes Phone line: Yes Computers: Yes

Copy machine: Yes Projector or large screen: Yes Food prep: Yes

Resources

The town is responsible for ensuring that people listed below are aware of these spending limits and follow them.

Who is authorized to make emergency purchases and what are their spending limits?: Joe Gunter - City Manager

Spending Limit \$400,000.00

Town or city owned resources:

Businesses with standing municipal contracts: None

Other local resources: Calkins Sand and Gravel 802-334-8418

Crushed Stone, Sand and Gravel

Gosselin Inc. - 802-766-8815

Excavation, Dump Trucks, Loaders, Construction Equip.

Couture Sand and Gravel - 802-334-6078

Excavation, Dump Trucks, Sand and Gravel

Desrocher Crane Service - 802-766-4732

Multiple Cranes, Dump Trucks, Loaders and Excavators

State support that is usually at no cost to the municipality:

- Vermont Hazardous Material (HAZMAT) Response Team (VHMRT)
- Vermont Urban Search and Rescue (USAR, VT-TF1)
- Vermont State Police Special Teams
- Swiftwater rescue teams (both local and VT-TF1)
- Subject matter expertise from state government agency or federal response agency

State support and resources the municipality will normally eventually have to pay for:

- Supplies and equipment
- VTrans equipment and personnel
- Vermont National Guard support

The state emergency operations center (SEOC, 800-347-0488) will help coordinate any state support teams or other external resources that local responders may need.

NIMS Typed Resources

Information about the NIMS Typed resources can be found at: <https://rtrt.preptoolkit.fema.gov>

Additional resource information is available on the FEMA Reimbursable Equipment List: <https://www.fema.gov/assistance/public/schedule-equipment-rates>

type	I	II	III	IV	Other
Critical Incident Stress Management Team	0	N/A	N/A	N/A	0
Mobile Communications Center	0	0	0	0	0
Mobile Communications Unit	0	1	N/A	N/A	0
Water Pump, Wastewater	0	0	0	0	0
Water Pump, Water Distribution	0	0	0	0	0
Water Pumps, De-Watering	0	0	0	0	0
Water Pump, Drinking Water Supply – Untreated Source	0	0	0	0	0
Water Valve Maintenance (Truck/Trailer) – Water Distribution	0	0	0	N/A	0

Public Information and Warning

During a significant emergency, the emergency operations center (EOC) and incident command posts (ICPs) will coordinate and manage public information, both by producing accurate, timely reports and by tracking what is publicly reported to minimize confusion and help ensure a positive public response.

Vermont Emergency Management (1-800-347-0488) can send VT-Alert messages on behalf of your community if you are unable to send them on your own.

Many communities have individuals who need translation services, are deaf or hard of hearing, or blind or visually impaired. Municipalities may use, at their own expense, statewide translation contracts on the [Buildings and General Services website](#) to meet these needs. Please consider what those needs may be, and how those needs can be met.

Local VT-Alert managers and managers of other notification systems: Newport Police Department 802-334-6733

Important local websites & social media channels: Newport City Web Page,
FD, PD and Rec Department Facebook Pages.

Local newspaper, radio, TV: Newport Daily Express, WCAX,
WMOO 92.9/94.5
The Chronicle (Barton), WPTZ television

Public notice locations (3 minimum): Newport Municipal Building (222 Main St) US Post Office, Coventry St. City Electronic Marquee, Causeway, Newport City Fire Station

Vermont 2-1-1 is a United Ways of Vermont system that provides 24x7x365 information and referral services in cooperation with many state and local government and community-based entities. 2-1-1 collects and maintains a database of local resource information and is available to take calls from the general public to inform and instruct them in relation to emergency events, and to refer them to the appropriate response and recovery resource, if necessary. Dial 211 or (802) 652-4636.

Organizations and Communities Requiring Additional Coordination

This is the list of organizations that need extra communication and coordination from the local emergency operations center before, during, and after an emergency. This list should include all organizations the town needs to have enhanced communication with, including schools, daycares, nursing homes, organizations serving speakers of languages other than English, organizations serving new Americans, mobile home parks, dams, facilities in hazardous areas, and communities that may need additional coordination. Individuals that need extra communication and coordination can be accessed through [Citizen Assistance Registration for Emergencies \(CARE\)](#). If necessary, the EOC may contact organizations and facilities, below, that serve vulnerable populations to identify residents who are at risk based on the emergency. If there are residents at risk or in danger, the EOC should monitor their status and if required coordinate support for them until their situation stabilizes. Please ensure these contacts have updated EMD contact information.

- Organization or community, contact information, and notes: CARE (Citizen Assistance Registration for Emergencies) Supporting PSAP
- North Country Union High School (209 Veterans Ave) Mark Dunbar 802-334-7921 ext 3501
- Newport City Elementary School (166 Sias Ave) Aaron Larson 802-334-2455
- United Christian Academy (65 School St) Travis Gaines, 1-281-620-0644
- Bel-Aire Quality Nursing Home (35 Bel-Aire Dr) Rosemary Mayhew 802-334-2878
- Private Day Care (20 Masonic Lane) Pamela Coffin 802-334-2425
- Private Day Care (135 Pleasant St) Constance Mandingo 802-673-5107
- Private Day Care (123 Cliff St) Susan Gonyaw 802-334-8538
- Private Day Care (88 Hinman St) Amanda Goad 802-673-5981
- Ready Set Grow Day Care (34 Farrants St) 802-995-2051
- Butterfly Kisses Child Care Center (208 Prospect St) Cindy Boyce 802-334-1212, 802-249-4141
- Lakeview Apartments (16 Governor Dr) Rural Edge Rep 802-334-1541
- Lakeview Apartments (36 Field Ave) Rural Edge Rep 802-334-1541
- Lakeview Apartments (236 Highland Ave) Rural Edge Rep 802-334-1541
- Lake Bridge Housing (343 Main St) Rural Edge Rep 802-334-1541
- Lake Bridge Housing (48 Pleasant St) Rural Edge Rep 802-334-1541
- Lake Bridge Housing (14, 26, 50 Compass Dr) Rural Edge Rep 802-334-1541
- Seymour Lane Apartments (72 Seymour Lane) Rural Edge Rep 802-334-1541
- Governor Mansion Apartments (88 Second St) Rural Edge Rep 802-334-1541
- Newport Senior Apartments (107 Main St) Rural Edge Rep 802-334-1541
- Governor Prouty Apartments (26,28,54 Governor Dr) Rural Edge Rep 802-334-1541
- Park View (143 Willet St) Rural Edge Rep 802-334-1541
- Newport Place (246 Elm St) Newport Place Senior Living On Call 800-338-8538
- Newport Head Start School (371 Main Street) Kellie Tarryk 802-334-7253

Shelters

During some emergencies, the EOC will monitor or coordinate support for individuals who are displaced. When multiple locations are available, shelters should be selected based on how individuals can access that location during a variety of disasters, how food and other resources can be provided at that location, and which services (food, generator, etc.) are available on site or within close proximity.

Spontaneous sheltering

Determine the approximate number of people who need sheltering. Call the state EOC or VEM watch officer at 800-347-0488 and request support. This support may be in the form of a regional shelter. Track the status of residents who need shelter until their situation stabilizes.

Primary shelter

Primary shelter location name: Newport Municipal Building

Primary shelter address: 222 Main Street, Newport VT

Primary shelter facility contacts and phone numbers: Rick Ufford-Chase 802-334-2112

Primary shelter manager contacts and phone number: Rick Ufford-Chase 802-334-2112

Primary shelter staff requirements: Minimum of 5

Warming center?: Yes

Cooling center?:

Open overnight?: Yes

Food preparation available?: Yes

Showers available?: Yes

Generator available?: Yes

Pets allowed?:

Primary shelter daytime capacity: 50

Primary shelter overnight capacity: 50

Primary shelter notes: This facility may be in session from August to June for school. Red Cross Trailer is stored at North Country Hospital.

Municipal Contacts

Local emergency management team and phone numbers: EMD -Kevin Lacoss work 802-334-7919 802-282-2630
Firechief@newportvt.org

EM Coordinator- Travis Bingham 802-334-6733 892-274-8804
travis.bingham@newportpd.org

Local public works contacts and phone numbers: Public Works Director Tom Bernier work 802-334-2124 Cell 802-323-9734
Water Dept. Jason Herman 802-334-8886
Sewer Dept. Jason Herman 802-334-8886

Local response organization contacts and phone numbers: Fire Chief - Kevin Lacoss work 802-337-7919 Cell 802-2630
EMS Chief - Jeff Johanson work - 802-334-2023 Cell - 802-673-4929
Police Chief - Travis Bingham 802-334-6733 802-274-8804
State Police - Andrew Jensen 802-334-8881
Local Dispatch - 802-334-6733

Municipal government contacts and phone numbers: City Mayor - Rick Ufford-Chase 802-334-2112
City Manager- Joe Gunter
Council Member - Carter Finegan 802-227-2506
Council Member - John Monette 802-334-5087
Council Member - Andrew Touchette 802-673-2698
Council Member - Sharon Pare
City Clerk/Treasurer James Johnson - 802-334-2112
Town Health Officer & Recreation Director- Mike Brown (w)802-334-6345, (c) 401-497-8508
Animal Control- Newport Police 802-334-6733

Other contacts:

Attachments

Attachment 1:	Attachment 2:	Attachment 3:	Attachment 4:
Attachment 5:			

Memo to Council

From: Mayor Rick Ufford-Chase

Re: Plan for unusual city council meeting on Monday

Date: 8/13/26

Council Members,

Though I've spoken with each of you individually this week, I wanted to make sure you all understand what I have in mind for our agenda and for our change of location on Monday evening the 17th.

Because I am expecting a much larger crowd than usual for this meeting, we made the decision to move the meeting down the hill to the Gateway. We have added a reception with light appetizers that will be served starting by Mobile Mug starting at 5:30. Mobile Mug is the great catering business started by students at the high school that was at Weds on the Waterfront each week this summer. This will be a chance to shake hands and have some conversation with Joe Gunter, who started on Monday and has hit the ground running. Unfortunately, Joe's wife Bree will be out of town and unavailable to be with us, so we'll need to create other opportunities to welcome her to the community.

On Thursday, the Governor's office and the City of Newport both released public documents regarding the plan for acquisition and control of the empty block on Main Street. You can read those two statements following this memo in your packet.

This is a very big deal, and we expect to welcome some folks who were involved in making things come together at our meeting on Monday. I am hoping to dedicate considerable time to explaining the process that got us to this milestone, answering any questions you may still have, and taking questions from community residents and stakeholders. I suspect that will take up the entire first half of the meeting.

We also will have a report from Sharon and Charlie regarding next steps with the Charter (see my accompanying memo regarding that conversation).

I'm looking forward to this meeting, and hope you are too.

Rick

Governor Phil Scott and Department of Economic Development Announce Latest Round of Rural Industry Development Grants

Funding supports restoration of vacant properties, strengthening community vitality in Newport and Montpelier

Montpelier, Vt. – Governor Scott and the Department of Economic Development today announced \$1.79 million in Rural Industry Development Program (RIDP) grants to return two long-vacant, blighted downtown properties to productive use in Montpelier and Newport.

“These grants will help Montpelier and Newport transform properties in their downtowns and put them back to good use,” said Governor Phil Scott. “By giving them the tools they need, they’ll have an opportunity to revitalize their downtowns for both residents and visitors to enjoy for years to come.”

Both Newport and Montpelier have contended with vacant and underutilized property in their downtown. RIDP funding will provide a catalyst to help both communities reclaim these sites, removing blight and create space for future housing and businesses. RIDP provides grant funding to regional and local development corporations in areas that can accommodate business and residential growth. Grants can be used to purchase, remove, build, or renovate a property.

“Both of these sites are ready for redevelopment and have the potential to showcase how important our downtowns are to economic and community development. RIDP is helping give both communities the ability to move forward in positive ways,” said Commissioner Lyle Jepson of the Department of Economic Development. “RIDP is an important tool for restoring vacant and blighted properties and for clearing the way for economic and community vitality in places that need it most.”

The Northeastern Vermont Development Association has been awarded a \$1 million RIDP grant to purchase the 1.31-acre Newport Main Street Block, creating an opportunity to redevelop a vital downtown property. Future redevelopment will create jobs and housing, expand commercial and retail opportunities, and foster a more vibrant downtown Newport.

The 87 State Street Local Development Corporation has been awarded a \$790,000 RIDP grant to purchase and maintain the former post office property in Montpelier while future development options are finalized. This will provide an opportunity to address Vermont’s housing needs and provide additional commercial and retail space by bringing back into use a building impacted by the 2023 flooding.

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109 State Street | The Pavilion | Montpelier, VT 05609-0101 | www.vermont.gov
TELEPHONE: 802.828.3333 | FAX: 802.828.3339 | TDD: 802.828.3345

FOR IMMEDIATE RELEASE: August 13, 2026

NVDA Announces Plans to Acquire Newport Development Block

Major Funding Grant Helps Secure Purchase

NEWPORT, VT. – The Northeastern Vermont Development Association (NVDA) has announced that it has agreed to move forward with the purchase of the Newport Development Block, formerly known as “The Pit” for \$1.1 million. The acquisition marks a major milestone in Newport’s long-term strategy to activate economic growth, beginning with the transformation of one of the city’s most prominent properties.

NVDA, the Northeast Kingdom’s regional development corporation, has signed a purchase and sale agreement with Michael Goldberg, the court-appointed receiver who has overseen the property for nearly a decade, to purchase the city block. The receiver has filed a motion with the federal judge, whose final approval of the terms of the deal will be needed to complete the transaction.

In order to make the purchase possible, the NVDA applied for and received a \$1 million Rural Industry Development Program (RIDP) grant awarded by the Vermont Department of Economic Development, as was announced today by Governor Scott. The RIDP program was designed to address the shortage of development-ready sites, with specific support for projects that repurpose federally-impacted properties for future industrial or residential use. NVDA will provide the necessary funds to supplement the State grant to complete the purchase and cover related carrying costs.

David Snedeker, Executive Director of NVDA, said that complex and costly projects in rural Vermont increasingly depend on strong public-private partnerships in order to succeed. “As the Northeast Kingdom’s regional development corporation, we view the acquisition of this long-vacant block as a transformative opportunity for both the community and the broader region.”

Returning the property to local stewardship will allow city, regional, and state partners to focus on realistic, qualified, and desired development in downtown Newport. In the coming months, the City will conduct a market study to provide current data to inform a future use consistent with the City’s Detailed Master Plan of 2024. As the interim owner of the property, NVDA’s goal is to transfer the property to the City of Newport or an appropriate development partner.

"Our goal is to position Newport for a successful future," said Mayor Rick Ufford-Chase. "NVDA's acquisition of the development block gives us the opportunity to return this centrally-located block to productive use for the benefit of our residents."

Commenting on the milestone, Michael Goldberg reflected, "It has been a long road for the City of Newport and the Northeast Kingdom. This deal was only made possible by the coordinated efforts of city officials, NVDA, and Newport Downtown Development."

Mayor Ufford-Chase added, "This is just the beginning of a new future for the City of Newport and the NEK. This news, together with the \$3 million dollar grant we were awarded by the Northern Border Regional Commission to redevelop our infrastructure on Main Street, lays the necessary groundwork for the next steps. While the City focuses on making those improvements, our team will turn its attention to seeking developers to build out the property."

This milestone is part of The Newport Initiative, a collaborative effort that brings together the City of Newport, Newport Downtown Development, community members, local businesses, and regional partners to advance the revitalization of downtown Newport through strategic investment, thoughtful planning, and broad public engagement.

The Newport City Council will hold a hybrid informational meeting on Monday, August 17, 2026 at 6:00pm at The Gateway Center in Newport and via Google Meet:

<https://meet.google.com/zhx-ojrh-twe>

###

Jolie Frechette | Morris Strategies

508.816.2391 | jfrechette@vtlobbyists.com

Dave Snedeker | Northeastern Vermont Development Association

802.748.2391 | dsnedeker@nvda.net

Mayor Rick Ufford-Chase | City of Newport

845.608.4056 | rick.uffordchase@newport-vermont.org

NVDA Announces Plans to Acquire Newport Development Block

Northeastern Vermont Development Association (NVDA), the Northeast Kingdom's regional development corporation, has signed an agreement with Michael Goldberg, the court-appointed receiver for the Newport Development Block (formerly "The Pit"), to purchase the site for \$1,100,000.

How is the purchase of the Development Block being funded?

NVDA is the recipient of a \$1,000,000 Rural Industry Development Program Grant (RIDP) from the State of Vermont. NVDA will cover the balance of the purchase and carrying costs with funds on hand. The closing is expected to take place in October, 2026.

Why is NVDA—and not the City of Newport—purchasing the Development Block?

The City does not have the funds immediately available to purchase the property. RIDP is only available to regional development corporations and often provides substantial funding that is not otherwise available to municipalities. Additionally, NVDA has the resources to manage the brownfields testing and remediation work that will be required in order for the property to be developed.

Is the City still planning to take ownership of the property? If so, when and at what cost?

The plan is to transfer ownership of the Development Block to the City or to an appropriate developer or partner for a nominal fee. Newport's City Council will work with NVDA to vet potential proposals from developers.

Will NVDA continue to pay property taxes on the property while brownfields testing and remediation work is carried out?

Yes - This is part of the carrying cost that NVDA will cover during this time.

What will happen to the Development Block once NVDA takes possession of the property?

NVDA will commence brownfield assessment and remediation immediately upon closing, which is expected in October.

Who is paying for the environmental study and site clean-up efforts?

NVDA has EPA grant funds to complete this work.

Will the Development Block remain as is during this transition period?

The Newport Initiative team is evaluating different options to make the property an asset rather than an eyesore during the pre-development period. That effort is not likely to commence until the spring of 2027, after brownfield work is completed. This work will require removing trees that have grown in that space.

What is a realistic timeline for actual development projects to take place on the property?

The purchase of the property is the first step in a multi-phased approach for intentional and transformative redevelopment of this prominent property in the downtown core. Recognizing that development is time consuming and challenging in this current construction environment, the team is hopeful that construction could commence as early as 2028.

MEMORANDUM of UNDERSTANDING

**NORTHEASTERN VERMONT DEVELOPMENT ASSOCIATION, INC.
and
CITY of NEWPORT**

It is understood by and between Northern Vermont Development Association ("NVDA") and the City of Newport that the Parties hereto will work in good faith to accomplish the following transactions:

- A.) NVDA will purchase real property consisting of 1.31 acres, more or less and known and numbered as 151-189 Main Street, 35 & 47 Second Street and 32 Central Street, located in the City of Newport (the "Property") from Michael I. Goldberg, Receiver for \$1.1 million.
- B.) NVDA will complete necessary environmental work at the Property to the satisfaction of the City of Newport.
- C.) The City of Newport or an appropriate developer or partner approved by the City Council will purchase the Property from NVDA for any carrying costs incurred by NVDA beyond the anticipated Taxes and Insurances for the first year that NVDA holds the property.

Agreed to this _____ day of _____, 2026.

NORTHEASTERN VERMONT DEVELOPMENT ASSOCIATION

By: CYNTHIA STUART, its President, duly authorized

CITY OF NEWPORT

By: Rick Ufford-Chase, Mayor, City of Newport

Memo to Council

From: Mayor Rick Ufford-Chase

Re: Update on Charter Task Force efforts

Date: 8/12/26

Council Members,

I met on Monday afternoon with Sharon Pare and Charlie Pronto, co-chairs of the Charter Task Force, as well as with City Attorney David Rugh. They provided a brief overview of how their work has developed, and then we worked with David to determine whether there is a path forward that would allow the Council to put proposed Charter changes to a community vote on November 3rd.

The Task Force members have put in more than fifty hours of public meeting time this summer, and Sharon and Charlie have logged countless more hours outside of those meetings. Their efforts, like those of the other special task forces we have created over the past year and a half, are a huge gift to the citizens of Newport. Having looked at their proposals for the first time this week, I am excited to see how this conversation develops for us as a council and for the whole community.

Here is the timeline that the council would have to meet in order to put the revised charter before the next legislative session in the spring. Remember that no Charter change can be made without approval from the legislature.

Monday, August 17th: Regular Council Meeting in which the Council and Community Residents will have the opportunity to see the proposed changes following review by the City attorneys.

Thursday, August 20th: Special Council meeting for the purpose of deliberation about whether the Council would like to move forward with public hearings on proposed changes.

Thursday, September 3rd: Public Hearing to review the first draft of the proposed changes.

Monday, September 14th: Public Hearing during a regular council meeting to review the second draft of the proposed changes (as amended by council during or following the first public hearing).

Monday, September 21st: Final Deliberation by Council regarding the proposed changes as amended by council during the public hearing process. If the Council chooses, they will vote to put the changes before voters on November 3rd.

Wednesday, September 30th: Deadline to warn the language in advance of the November 3rd vote by Australian Ballot.

I expect to have our attorney's review of the proposal from the task force by Monday afternoon. Our plan is to make it available Monday night during and following the council meeting. Ideally, I am hoping the Council will agree to call a special meeting on Thursday, August 20th for the council to meet with the members of the Task Force and ask any questions before determining whether to move the proposal forward for public hearings. In other words, I do not expect to take questions from the community or to put any decisions before the Council this week. Instead, if you agree, we will take up those initial questions on Thursday, August 20.

When you see the amount of work this team has done, I know that you will want to join me in appreciating the effort from the Task Force members: Sharon Pare, Charlie Pronto, Dani Grant, Travis Gaines, Denis Chanette, and Mike Marcotte.

Rick

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



City of Newport
222 Main Street
Newport, Vermont 05855
www.newportvermont.org

The Charter Task Force is pleased to share the working draft that has been used throughout the review and update of the current City Charter.

Please note that this document is a **draft** and will be revised as needed following public input at the public hearings (to be scheduled).

We sincerely appreciate the thoughtful input provided by residents who have attended our meetings, and we encourage continued participation at the public hearings.

Residents who are unable to attend the public hearings may share their feedback with Task Force Co-Chairs **Sharon Pare** (sharon.pare@newportvermont.org) or **Charlie Pronto** (charliepronto@rocketmail.com).

Recordings of Charter Task Force meetings are available on the NEK-TV YouTube channel for anyone who would like to follow the discussion and progress. The public hearings will also be available.

We hope the residents of Newport will participate in this important process as we work together to shape the future governance of our city.

Draft-Newport City Charter Updates with Strikethroughs, Additions and Brief Explanations

(Council/Public Copy)

Title 24 Appendix: Municipal Charters

Chapter 7: City of Newport

§ 1. Establishment of City (Current Charter)

Out of the territory heretofore existing within the limits of the Towns of Newport and Derby is established the City of Newport, embracing all the territory included within the limits described in this charter; and the remainder of the territory of the Town of Newport is established as a new town to be the Town of Newport and the remaining territory of the Town of Derby is established as a new town to be the Town of Derby. The Villages of Newport and West Derby are hereby abolished as soon as this charter shall go into operation, and all property, rights, funds, taxes, rights of action, etc., belonging to said Villages of Newport and West Derby, respectively, shall at once be transferred and belong to said City of Newport; and said City of Newport shall assume and have all the duties, rights, and obligations and debts of the said Villages of Newport and West Derby, respectively, except as herein otherwise provided.

§ 2. [Transitional provisions relating to the governance of the Towns of Newport and Derby; the City of Newport and the process for acceptance of the charter; § 2 of No. 273 of the Laws of 1917.] (Current Charter)

§ 3. City boundaries and corporate powers (Current Charter-Consultation with the legislative committee advised that if we left it as is, they wouldn't look at it. If it was changed we would have to provide proof or surveyed boundaries.)

The inhabitants of that portion of the Towns of Newport and Derby included within the following boundaries, to wit: Beginning at the southeast corner of land of J. C. Roby, and southwest corner of land of William Buck in the Town of Derby on the north line of the Town of Coventry, and following the lot line between the lands of the said Roby and said Buck northerly, which said lot line is the easterly line of the new municipality, and continuing that line between the lands of the following persons: E. Miller, Fred Blake, Will Halley, Frank O. Hill, J. H. Gaines, Will Rann, Charles Lemorey, Henry Lahar, and Mrs. Benj. Hinman, on the westerly side of said lot line, and A. R. Hudon and wife, Theophile Moeykins, and Isaac Labounty on the easterly side of said lot line follow said lot line to a point which is N. latitude 44 degrees 55' 56" and W. longitude 72 degrees 11' 46" and 467 feet southerly of the southerly boundary of Pine Hill road so-called; thence S. 81 degrees E. following the present New England Telephone & Telegraph Company's trunk line 506

feet to an iron pin corner at an angle in said telephone line; thence N. 40 degrees E. 160 feet to the southerly line of said Pine Hill road; thence following the Pine Hill Road southeasterly on the southerly side thereof until it strikes the land owned by Mrs. Hitchcock on the northerly side of said road

and following the southerly line of the Charles Noyes Farm and the southerly line of the Frank Hayward farm to the southeasterly corner of the said Hayward Farm where it strikes the road to Arnold's Mills, so called; thence following said road on the easterly side thereof northerly across Clyde River to Clyde Street; thence following Clyde Street on the northerly side thereof westerly to the east line of Dr. George F. Adams' land; thence northerly on said Adams' east line and on the east line of land owned by Aaron Grout to the road running from Derby Center to West Derby village; thence following said Derby Center Road on the northerly edge thereof to the east line of land owned by Fortunat Dubuc and wife and known as the Colby farm thence northerly on the east line to the northeast corner of said farm; thence following westerly on the north line of said farm to the north line of the present village of West Derby; thence following said village line westerly to Sias Avenue, or Beebe Road, so called, following said Sias Avenue northerly on the westerly side thereof to Austin Beebe's north line; thence westerly following Austin Beebe's north line to Elijah Leavitt's east line; thence northerly following Elijah Leavitt's east line to the road that runs from Sias Avenue to the railroad track, following said road a few rods on the northerly side thereof to the east line of the farm owned by Charles and Myrtie A. Marsh, on the north side of said road; thence following the east line of said Marsh Farm to its northeast corner; thence westerly following its north line to the railroad right of way; thence following said right of way on the easterly side thereof to the railroad culvert (No. 91) crossing what is known as Meadow Brook; thence following said brook to the shore of Lake Memphremagog, following the shore of Lake Memphremagog southwesterly to Indian Point near the cottage now owned by Charles F. Bigelow, and including in the limits of the City Horse Neck Island, which lies a few rods from the said lake shore and is owned by F. E. Miles; thence westerly across the lake from Indian Point in a straight line to the northeast corner of the farm formerly owned and occupied by Tarrant S. Cummings and now owned by Joseph Bouchard; thence westerly on said Bouchard's north line to the easterly side of the poor farm road; thence southerly on the easterly side of said road to the south line of said Bouchard's Farm; thence easterly to William Hyer's west line; thence southerly on the west lines of lands owned by said Hyer, Richmond and son and Arthur Wells to the west line of land owned by O. D. Hancock; thence southerly on said Hancock's west line and in a straight line to the Coventry Town line; thence following said Coventry Town line to the point begun at in Derby, are hereby incorporated and made a body corporate and politic under the name of the City of Newport, and by that name may sue and be sued, prosecute and defend in any court, may have a common seal and alter it at pleasure, may take, hold, purchase, and convey such property, real and personal, as the purposes of the corporation may require, may borrow money on the credit of the City in the mode and under the restrictions hereinafter provided, may elect a representative to the General Assembly and the same number of justices of the peace as a

town of equal population may elect, shall exercise and enjoy all such rights, immunities, powers and privileges as are conferred upon or are incident to towns in this State and shall be subject to like duties, liabilities, and obligations, except as otherwise provided in this charter.

§ 4. Form of government and voter qualifications (Form of government was added to this section in order to align the updates to present day practice and to reflect a council-manager form of government that allows for a checks and balance between the Mayor, the City Council and the City Manager.)

(a). The municipal government provided by this Charter shall be known as a Council-Manager form of government. Pursuant to its provisions and subject only to the limitations imposed by the Vermont Constitution and by this Charter, all powers of the City of Newport shall be vested in an elected City Council which shall include four Council Members and a Mayor, and which shall enact ordinances, codes, and regulations; adopt budgets; determine policies; and appoint the City Manager, who shall enforce the laws and ordinances and administer the government of the City. All powers of the City shall be exercised in the manner prescribed by this Charter or prescribed by ordinance. The fiscal year for all departments of said City shall begin on July 1st and end on the following June 30th.

(b). Unless otherwise provided by law, the qualifications of a voter in City meetings shall be the same as are required of voters in town meetings. A Voter shall:

- (1) be a citizen of the United States.**
- (2) be a resident of the State of Vermont; and domiciled in the town where they are registered.**
- (3) have taken the voter's oath**
- (4) be 18 years of age or more on or before the meeting date.**

§ 5. Warning and convening of annual meeting (Needed to be rewritten and updated to read more clearly. To call a special meeting, the 25 legal voters was updated to 50 registered voters. The 25 legal voters in the current charter was determined in 1918.)

~~On the first Tuesday of March 1918, and annually thereafter on the first Tuesday of March, a meeting of the legal voters of said City shall be held at nine o'clock A.M., at a place to be appointed by the City Council of said City, of which notice shall be posted in at least three public places within the limits of said City, and at least 14 days previous thereto, and also published for at least two weeks in a newspaper printed in said City, which notices shall be signed by the City Clerk, and in case of his or her failure, by the Mayor; provided, that if the annual meeting shall fail to be holden for want of notice hereinbefore mentioned or for any other cause, the corporation shall not thereby be prejudiced, and the several officers hereafter mentioned may at any time thereafter be elected at a special meeting called for~~

~~that purpose as hereinbefore provided. The first meeting of said corporation shall be held at the school hall in the present Village of Newport, and shall be called by the Clerk of the Village of Newport. The Clerk of said City shall, at any time when directed by the City Council, or when requested in writing by 25 legal voters of said City, call a special meeting of the legal voters of said City at such time of day and place as directed by the City Council. In case of the failure of the Clerk to call a meeting as aforesaid, that duty shall be performed by the Mayor. The business session of each annual or special City meeting shall be held at eight o'clock in the evening of the day for such meeting, but this shall in no way alter the hour designated, or to be designated, for any meeting where any question must be voted upon under the Australian ballot system.~~

(a) The annual City meeting shall be held on the first Tuesday in the month of March, at which time the voters shall vote for the election of officers, the voting on the City budget, and any other business included in the warnings for the meeting.

(b) The agenda and all ballot items for the annual meeting shall be warned not less than 30 nor more than 40 days before the meeting. Warnings shall be posted in at least two public places within the municipality and in or near the City Clerk's office door. The warning shall be published in a local newspaper of general circulation at least five days before the meeting. If the City has an active updated website, the warning shall also be posted there.

(c) Special City meetings shall be called either by petition of 50 registered voters of the City or in the manner provided by the laws of the State of Vermont, except as provided in this Charter with respect to recall petitions and special elections.

(d) The election of City officers, the voting on budgets, and the voting on all questions at annual and special meetings shall be by Australian ballot system. The City Clerk and Board of Civil Authority shall conduct elections in accordance with laws of the State of Vermont.

§ 6. Elections of officers at annual meeting (The language of Elections of officers was rewritten to reflect we are an established city. We separated out the content for an a, b, c and d in order for this section to read more easily. Recall of officers was added here to update because no language for a removal of officers by the citizens is part of our current charter. In 6d, the addition of "including school trustees" is brought over from section 8 of the original charter.)

Election, term, appointment, recall and removal of City Officers

~~At the annual meeting the said corporations shall elect from among the legal voters of said City a Mayor, City Clerk, four aldermen, a City Treasurer, one Constable, three listers, three auditors, and three grand jurors, who shall hold office until the next annual meeting and until their successors are duly elected and qualified, except that at the first annual meeting of said corporation two of said aldermen shall be elected for one year and two for two years; one of said listers shall be elected for one year, one for two years, and one for three years; one of said auditors shall be elected for one year, one for two years and one for~~

~~three years, and at each succeeding annual election two aldermen shall be elected for two years, one lister for three years, and one auditor for three years. The City Clerk and the Treasurer shall be elected for a term of three years, and the Mayor for a term of two years.~~

~~The administration of all fiscal, prudential, and municipal affairs of said City, and the government thereof, shall be vested in the Mayor and Board of Aldermen. The Board of Aldermen shall consist of four aldermen, who shall elect one of their number President of said Board. The Mayor and Board of Aldermen, in their joint capacity, shall be called the City Council. The Mayor and aldermen shall be sworn to the faithful performance of their duties. The Mayor and aldermen shall receive such compensation as the City shall determine at its annual or any special City meeting.~~

(a) The election and term of all city officers shall be as follows:

- 1. City Council shall be two years. Terms shall be staggered, so that two City Council Members and the Mayor are elected in odd-numbered years, and the remaining two City Council Members are elected in even-numbered years.**
- 2. School Trustees shall be elected for a term of 3 years.**
- 3. The city voters may vote at any annual or special meeting to establish a term limit for any elected office.**

(b) The City Council may appoint an eligible person to fill a vacancy in an elective City office, including the Board of School Trustees pursuant to section 27(b), until the next annual meeting or special meeting is held. Upon a petition of twenty-five (25) registered voters, or a vote by City Council, a special election to fill the vacancy in an elective office shall be called and held within 60 days of receipt.

(c). Any elected officer of the City may be recalled from office as follows:

- 1. A petition signed by not less than fifteen percent (15%) of the registered voters of the City shall be filed with the City Clerk requesting a vote on whether the elected officer shall be removed from office.**
- 2. The City Council shall call a special City meeting to be held within 60 days of receiving the petition to vote on whether the elected officer shall be removed.**
- 3. If the City votes for removal of an elected officer, the office shall thereupon become vacant.**

(d) Elected officials shall be removed from office if at any time during the term of office:

- 1. They lack any qualification required of them by this Charter**
- 2. Are convicted of any felony**
- 3. Are convicted of a misdemeanor involving the affairs or property of the**

City.

4. Fail to attend in person or virtually three consecutive meetings without being excused by the Mayor or City Council.

§ 7. Mayor and council members as City Council

The administration of all fiscal, prudential, and municipal affairs of said City, and the government thereof, shall be vested in the Mayor and ~~Board of Aldermen~~ **Council Members**. ~~The Board of Aldermen~~ **There shall be** consist of four aldermen **Council Members** who shall elect one of their number President of said ~~Board~~ **Council**. In the event that the Mayor's office becomes vacant, the President of the Council shall assume the duties of the Mayor until the next annual or special meeting is held. The Mayor and ~~Board of Aldermen~~ **Council Members** in their joint capacity, shall be called the City Council. The Mayor and ~~aldermen~~ **Council Members** shall be sworn to the faithful performance of their duties. ~~The Mayor and aldermen shall receive such compensation as the City shall determine at its annual or any special City meeting.~~ The Mayor and Council Members shall receive compensation as follows: Mayor - \$5000, President of the council - \$3500 and each Council Member - \$3000. Such compensation shall be increased annually according to the Vermont Cost of living (COLA).

§ 8. Officers appointed by City Council (Repealed-Section is addressed and updated in section 15)

~~—The City Council shall appoint, and may remove at its pleasure and appoint others in their stead, the following officers, none of whom shall be members of the City Council, viz: a Collector of Taxes, a Superintendent of Streets and Waterworks, a City Attorney, a Board of Fire Wardens, consisting of one Chief and a first and second Assistant Engineer, and such other officers not herein otherwise provided for as are required by law. The City Council may fill vacancies in elective City offices, including the Board of School Trustees, until the next annual meeting, unless a special City meeting for the purpose of filling such vacancy is sooner warned and held. The City Council may fill vacancies in appointive offices until the next annual meeting or during the pleasure of said Council.~~

§ 9 8 . Powers of Mayor; City Council to establish water rates (Water and Sewer have it's own section so updates to the powers and duties of the Mayor is the sole topic for this section.)

Powers and duties of the Mayor

~~The Mayor shall be the Chief Executive Officer of the City. He or she shall use his or her best efforts to see that the laws and City ordinances are enforced and that the duties of all subordinate officers are faithfully performed. He or she shall take care that the finances of the City are properly expended and shall bring before the Board of Aldermen whatever he or~~

~~she may deem worthy of their attention for prudentially and efficiently carrying on the affairs of the City. In his or her absence, the President of the Board of Aldermen shall act as Mayor in his or her stead. The Mayor, with the consent of the Board of Aldermen, shall have the power to remit penalties for the breach of City ordinances, in whole or in part, and shall cause the reason for such remission to be entered on the City records. The Mayor shall preside at all meetings of the City, with the power of moderator in town meetings, and at all meetings of the City Council. The City Council shall have all the powers of a selectboard. Said City Council shall hold a meeting on the first Monday of each month and oftener at the call of the Mayor. The presence of a majority of said Council shall be necessary to transact business at any meeting. The City Council shall establish rates to be paid for the use of water supplied by the City water works, which shall be called service rates and shall be collected by the City Treasurer. Such service rates shall be and are hereby made a lien in the nature of a tax upon the real estate so supplied with water and shall be collected and enforced under such regulations and ordinances as the City Council shall prescribe. The Mayor may appoint a Chief of Police and such number of other officers as he or she shall deem necessary, for a period not exceeding his or her term of office, but such appointees shall not continue in office after the next regular meeting of the City Council unless the same shall be approved by the City Council at such meeting. The Mayor may suspend any police officer and such suspension shall not continue in force after the next regular meeting of the City Council unless the same shall be approved by the City Council, and the City Council may at any time annul any of such appointments.~~

(a) The Mayor shall be the head and chief executive officer of the City Government and shall have all powers and authority necessary or advisable therefore, except for the authority granted solely to the City Manager by the provisions in this Charter to the City Manager. The Mayor, in conjunction with the City Manager, shall ensure that the laws and the City ordinances are enforced. The Mayor shall take care that the finances of the City are properly managed and shall bring before the City Council public issues relevant to the affairs of the City. The Mayor shall preside at all City Council meetings with the powers of moderator, shall have a voice in City Council meetings in accordance with City Council rules and procedures, and shall be entitled to a vote only in the instances where the mayor's vote is necessary to attain the quorum of 3 votes or in those instances where it is necessary to break a tie vote among the Council Members. In the mayor's absence, the President of the Council Members shall act as Mayor.

(b) The Mayor may veto any action passed by the City Council as described in section 9 of this charter.

(c) The Mayor with advice from the City Manager will set the agenda for each month's city council meeting.

~~§-40: 9~~ 9 Mayoral approval and ~~Board of Aldermen~~ Council Members reconsideration of vetoed actions

The action of the ~~Board of Aldermen~~ Council Members shall require the approval of the Mayor, except as herein otherwise provided, for the enacting of all ordinances and bylaws and the awarding of any contracts, the appointment of any officers or committees, or the passing of any resolution. If the Mayor shall approve any ordinance, bylaw, resolution, appointment, or contract made or voted by the City Council, the same shall be reduced to writing and the Mayor shall sign the same. If he or she does not sign the same he or she shall return it with his or her objections in writing to the ~~Board of Aldermen~~ Council Members at their next regular meeting, provided he or she shall have not less than one week to consider such ordinance, bylaw, resolution, appointment, or contract. The ~~Board of Aldermen~~ Council Members shall then proceed to consider such ordinance, bylaw, resolution, contract, or appointment, and if, upon such reconsideration, three-fourths of the whole number of ~~aldermen~~ Council Members shall vote in favor of the same it shall be valid and take effect, notwithstanding the objection of the Mayor. If any such ordinance, bylaw, resolution, appointment, or contract shall not be returned by the Mayor to the ~~Board of Aldermen~~ Council Members at their next regular meeting after the period of one week has elapsed after he or she shall have received it, the same shall be valid and take effect without his or her approval. ~~The fiscal year for all departments of said City shall begin on July 1st and end on the following June 30th.~~

~~§-44~~ 10. Police officers (Updated and adjusted for no longer having City constables.)

~~All police officers shall have authority to serve anywhere within the State, and return process in criminal causes returnable within the State, and shall have the power of constables in all matters arising under the criminal and police laws of the State and the police regulations of said City.~~

The City of Newport shall provide for police services and law-enforcement coverage within the City. Such services may be provided through a City-operated police department or through a contract, intermunicipal agreement, or other lawful arrangement with another qualified law-enforcement agency, including the Vermont State Police or a county sheriff's department. All police officers shall be qualified as per state statute and shall have the authority to serve anywhere within the state.

~~§-42~~ 11. Board of Civil Authority and Board of Abatement

The City Council, City Clerk, and the justices of the peace residing in the City shall constitute the Board of Civil Authority for the City. ~~and, In~~ In conjunction with the ~~listers~~ City Assessor they shall constitute a Board for the Abatement of Taxes, and shall be governed

by the general laws of the State in respect to the abatement of taxes. The Board of Civil Authority shall perform all the duties imposed by law upon the board of civil authority of towns, except as hereinbefore provided. All meetings of the Board of Civil Authority shall, on application, be ~~appointed~~ **set by** and notified by the ~~Mayor~~ **City Clerk** in the manner provided by law for ~~appointing~~ **setting** and notifying the meetings of the Board of Civil Authority. ~~in towns. The compensation of all officers, servants, and employees of the City shall be fixed by the City Council, except as herein otherwise provided.~~

§ 43 12 City Clerk (Updated language and changed to an appointed position)

~~The City Clerk shall perform for the City the same duties devolving by law upon town clerks, except so far as the same are rendered unnecessary by this charter, and shall receive the same fees therefor, or shall receive such compensation from the City for his or her services as the City Council shall allow. He or she shall be Clerk of the City Council and shall keep a record of their proceedings. He or she shall be sworn to the faithful performance of his or her duties, and his or her records, copies, and certificates shall be legal evidence in all courts and for all purposes, the same as those of town clerks. He or she shall have the exclusive charge and custody of the records and papers of the City, which shall not be taken out of his or her office unless upon the order or process of a court of competent jurisdiction. He or she shall have the same rights and authority conferred upon town clerks and may perform any official act that may be performed by town clerks.~~

The City Clerk shall be appointed by the City Council and shall have the duties, rights and authority of City Clerks as provided by law, unless otherwise provided for in this charter, including:

- 1. The City Clerk shall charge fees as provided by law and remit said fees to the City Treasurer. The City Clerk shall receive such compensation from the City for their services as the City Council shall allow.**
- 2. The City Clerk shall be Clerk of the City Council and shall keep a record of their proceedings.**
- 3. The City Clerk shall be sworn to the faithful performance of their duties, and their records, copies, and certificates shall be legal evidence in all courts and for all purposes.**
- 4. The City Clerk shall have the exclusive charge and custody of the records and papers of the City, which shall not be taken out of the City Clerk's office unless upon the order or process of a court of competent jurisdiction.**
- 5. The City Clerk shall ensure availability of public records as provided by law.**
- 6. The City Clerk shall serve as a member of and clerk to the Board of Civil**

Authority and the Board of Abatement.

7. **The City Clerk shall manage city elections and administer oaths of office.**
8. **The City Clerk may appoint and remove and shall direct and supervise one or more Assistant City Clerks subject to the approval of the council.**
9. **The City Clerk will perform any other duties required by the City Council.**
10. **The City Clerk may also be appointed as City Treasurer.**
11. **Transitional Clause: The incumbent elected City Clerk shall continue to serve in that capacity through the expiration of the term of office on March 7, 2028. In the event that the currently serving City Clerk either chooses to or must leave office prior to completion of his term of office on March 8, 2028, the City Council shall appoint a City Clerk to serve out the remainder of the respective terms of office.**

§ 44-13 City Treasurer (Updated language and changed to an appointed position)

~~The City Treasurer shall have the same powers and be subject to the same liabilities as are prescribed by law for town treasurers. The City Clerk shall be eligible to hold the office of City Treasurer. It shall be the duty of said Treasurer, upon the receipt of any rate bill as hereinafter provided for, to post notices in at least three public places in said City, and to publish the same for one week in a newspaper published in said City, calling upon the taxpayers to pay their respective taxes within 90 days from the date of said notice. There shall be deducted from the taxes paid during the 90 days specified, four per cent of the amount thereof. At the expiration of said 90 days the said Treasurer shall issue his or her warrant against the delinquent taxpayers to the amount of their taxes, returnable in 60 days from the date thereof, and deliver the same to the Collector of Taxes of said City, but if the City Council direct, the issuing of said warrant shall be delayed 60 days from the expiration of said 90 day period. There shall be allowed said Treasurer the sum of five cents for each name on the warrant issued by him or her, which shall be taxed against the delinquent taxpayer. Upon the return of any warrant so issued by the City Treasurer, if any taxes included in such warrant remain uncollected, the City Treasurer may reissue such warrant to the Collector for the collection of such unpaid taxes, returnable in 60 days from the date of such reissue. In reissuing said warrant, it shall only be necessary for the City Treasurer to write upon the same "Reissued to the Collector, returnable in 60 days from this date," dating and signing the same, and the reissue of such warrant shall in no manner affect any act or proceeding of the Collector made on such warrant previous to its reissue. It shall be the duty of the City Treasurer to collect all water rates that may be or shall hereafter become due to said City for the use of the City water under such regulations and ordinances as shall be~~

~~prescribed by the City Council, but no compensation shall be allowed said Treasurer for the performance of this duty. The City Treasurer shall keep a separate account of all monies appropriated for the use of schools, which monies shall consist of the income of all school funds of whatsoever nature, the income of any money or other property donated by any person to said City for the use of schools, and all money appropriated by the City Council for that purpose. The City Treasurer shall pay out of any monies mentioned in this paragraph, all warrants drawn by the school trustees for the use of schools.~~

The City Treasurer shall be appointed by the City Council and have the duties, rights and authority, and be subject to the same liabilities, of City Clerks as provided by law, unless otherwise provided for in this charter, including:

1.The City Treasurer shall keep a running account of all income and expenses of all City departments and subdivisions. Any irregularities or financial issues shall be reported to the City Manager and the City Council immediately.

2.The City Treasurer shall keep accurate, uniform records of all City accounts, including municipal and school taxes, bonds, notes, grants, short- and long-term debt, and other funds.

3.The City Treasurer shall serve as the collector of taxes, fees and penalties.

4.The City Treasurer shall invest and reinvest City funds with City Council approval.

5. The City Treasurer shall process payroll, employee benefits and tax withholdings.

6. The City Treasurer shall prepare financial reports as requested by the City Manager or City Council.

7. The City Treasurer shall assist the City Manager and City Council in formulating the City budget, including capital budgeting and grants.

8. The City Treasurer may appoint, and remove and shall direct and supervise one or more Assistant City Treasurers subject to the approval of the Council.

9. The City Treasurer shall certify that there are sufficient funds available to pay all warrants presented to the council for approval and that the warrants conform to the adopted budget. The City Treasurer shall notify the City Council when the City Treasurer needs to access the approved Line of Credit to cover warrants and expenditures.

10. The City Treasurer shall be eligible to hold the office of City Clerk

11. Transitional Clause: The incumbent elected City Treasurer shall continue to serve in that capacity through the expiration of the term of office on March 7, 2028. In the event that the currently serving City Treasurer either chooses to or must leave office prior to completion of his term of office on March 8, 2028, the City Council shall appoint a City Treasurer to serve out the remainder of the respective terms of office.

~~§ 14a. Collector of Taxes (Repealed)~~ (Moved to duties of the city council-name a collector of delinquent taxes)

~~The Collector of Taxes shall have the same powers and be subject to the same liabilities in and for the City as collectors of town taxes in the State have by law and are subject to, and shall proceed in the performances of his or her duties as such collectors of town taxes are required to proceed. It shall be the duty of the Collector of Taxes of said City to execute such warrants as shall be issued by the City Treasurer under the provisions of section 14 of this charter, and return the same to said Treasurer and the amount thereon collected, with the return of his or her doing thereon within the time, therein named; provided, however, that if the said Treasurer shall make an affidavit that any person, whose name appears on the rate bill as a taxpayer, is about to remove or abscond from the State, and shall file the same with the City Council, the Treasurer may thereupon issue a warrant against such taxpayer for the amount of his or her tax, although the 90 days hereinbefore mentioned shall not have then expired, and it shall be the duty of the said Collector to execute the warrant. The City Council may award said Tax Collector such compensation as they may determine to be appropriate.~~

~~§ 15. Constable (Repealed)~~(Section deleted because we have a municipal police department)

~~The Constable shall have the same powers and be under the same duties and liabilities as are prescribed by law for the constables of towns, except for the collection of taxes, and said Constable and all special police officers shall have the same powers as sheriffs in suppressing riots and all unlawful assemblages, and of arresting without warrant all persons disturbing the peace, and may bring them before any competent court forthwith. The City Constable shall be Collector of Taxes and shall have the same powers and be subject to the same liabilities in and for the City as collectors of town taxes in the State have by law and are subject to, and shall proceed in the performance of his or her duties as such collectors of town taxes are required to proceed. It shall be the duty of the Collector of Taxes of said City to execute such warrant as shall be issued by the City Treasurer under the provisions of section 14 of this charter, and return the same to the said Treasurer and the amount thereon collected, with the return of his or her doings thereon within the time therein named; provided, however, that if the said Treasurer shall make an affidavit that any person, whose name appears on the rate bill as a taxpayer, is about to remove or abscond from the State;~~

~~and shall file the same with the City Council, the Treasurer may thereupon issue a warrant against such taxpayer for the amount of his or her tax, although the 90 days hereinbefore mentioned shall not have then expired, and it shall be the duty of the said Collector to execute the warrant. The City Council may award such Tax Collector additional compensation for the collection of taxes beyond that now fixed by statute.~~

~~§ 46: 14. Department of Assessment~~ City Assessor (We no longer have a department of assessment and instead have a city assessor)

~~There shall be a Department of Assessment, which shall consist of a Chief Assessor and such assistants as are deemed to be necessary by the City Council. The Chief Assessor and assistants shall be appointed and may be removed by the City Council. The Department of Assessment shall have the same powers, discharge the same duties, proceed in the discharge thereof in the same manner, and be subject to the same liabilities as are prescribed for listers or the board of listers under the laws of this State, except as herein otherwise provided. At least every five years the Department shall review, or cause to be reviewed, their appraisals of all real property in the City that is subject to taxation and conduct a reappraisal of all such properties when necessary to conform their appraisals to the standards for appraising established by the laws of this State.~~

The city council shall contract with, as needed, a city assessor who is a certified real estate appraiser or an independent appraisal firm headed by a certified real estate appraiser. They shall carry out the duties of the City assessor in the same manner, and shall be subject to all of the same liabilities prescribed for listers under the laws of the State of Vermont in assessing property within the City of Newport. They shall assist if needed to establish the grand list and shall return such list to the City Clerk within the time required by Vermont law.

~~§ 47. Auditors (Repealed)~~(added to city council duties)

~~The auditors shall examine and adjust the accounts of the Treasurer and all other City officers, and report the accounts so settled with the items thereof, and also the state of the Treasury; and the reports shall be printed, together with those of the other City officers, under the direction of the City Council, at the expense of said City, and circulated among the taxpayers thereof at least 15 days prior to the annual meeting.~~

~~§ 48. City grand jurors (Repealed)~~

~~The City grand jurors shall be complaining officers and shall have the same powers and be subject to the same liabilities in said City as are conferred and imposed by law upon grand jurors.~~

~~§ 49. Overseer of the Poor (Repealed)~~(No longer applies)

[This section, originally enacted as § 19 of No. 273 of the Laws of 1917, established the

~~Office of Overseer of the Poor, which the General Assembly abolished in every municipality as of October 1, 1968 pursuant to the provisions of § 37 of No. 147 of 1967. Based on the 1967 statute, the original reference to the appointment of an Overseer of the Poor in section 8 (Officers appointed by City Council) and in section 41 (City Council election of City officer) has been deleted.]~~

~~§ 20. Superintendent of Streets (Repealed)~~ (We have a department of public works)

~~The Superintendent of Streets, under the direction of the City Council, shall have the superintendence of all roads, streets, sidewalks, sewers, and electric wires, conduits, and appliances used for lighting purposes and owned by the City, in said City, and the construction and repair of the same, and shall have the general supervision of the entire water works belonging to the City of Newport, and shall keep the same in repair.~~

~~§ 21. City Attorney (Repealed)~~ (Appointing a city attorney is included under the duties of the City Council.)

~~It shall be the duty of the City Attorney to prosecute and defend all suits by or against the City or in which the City is interested, to prosecute for all violations of the City ordinances, and to advise the Mayor or Council when requested by them upon any legal questions arising relative to the affairs of the City, and to perform all the duties imposed by law upon town agents.~~

~~§ 22. Board of Fire Wardens (Repealed)~~ (We have a fire department)

~~The Board of Fire Wardens, or any one of them who may be present at a fire, shall have power at such fire to suppress all tumults and riots by force if necessary, to direct the labor of all persons present during the continuance of such fire, to remove goods and effects endangered by such fire and protect the same from waste and depredation, and to pull down, remove, or destroy any house, store, or other building when they or any of them present at such fire shall deem it necessary for the better preservation of any property. Said Board of Fire Wardens may inspect the manner of manufacturing and keeping gun powder, lime, ashes, matches, lights, fire works, or combustibles, and the construction and repairs of fireplaces, stoves, flues, and chimneys in said City. Said Board of Fire Wardens may, by vote of a majority thereof, direct all persons manufacturing or keeping such gunpowder, lime, ashes, matches, lights, fireworks, combustibles, kerosene oil, petroleum, naphtha, gasoline, oils, or burning fluid, in what manner and quantities to manufacture and keep the same, and the owners or occupants of buildings with such fire places, stoves, flues, or chimneys, how to repair the same. Every person refusing or neglecting to obey such order shall forfeit and pay to the use of said City a fine not exceeding \$25.00 for each period of 20 days after notice of such order that such person shall neglect or refuse to obey the same. Such order shall not be inconsistent with any ordinance or bylaw of the City. The Board of Fire Wardens shall have full power to regulate their own proceedings and to form new hose or hook and ladder companies, subject to the approval of the City Council, and to organize and govern the Fire~~

~~Department, and, subject to the approval of the City Council, to purchase necessary fire apparatus and have the general care and custody of the property pertaining to the Fire Department.~~

§ 23. 15. City Council powers Powers and duties of the City Council (Updated- items 1-15, 18-22 and 27-28 from the current charter were no longer applicable.)

~~The City Council shall have power to make, establish, alter, amend, or repeal ordinances, regulations, and bylaws not inconsistent with this charter or with the Constitution or laws of the United States or of this State, for the following purposes and to inflict penalties for the breach thereof:~~

~~(1) To establish and regulate a market, and to regulate the selling or peddling of meat, fish, or other provisions for vehicles or otherwise within the City.~~

~~(2) To restrain and prohibit all descriptions of gambling and for the destruction of all instruments and devices used for that purpose.~~

~~(3) To regulate the exhibitions of common showmen and shows of every kind not interdicted by law, and to regulate, restrain, or license itinerant vendors and peddlers.~~

~~(4) To prevent riots, noises, disturbances, or disorderly assemblages.~~

~~(5) To abate and remove nuisances, and to restrain and suppress houses of ill fame and disorderly houses.~~

~~(6) To compel the owner or occupants of any unwholesome, noisome, or offensive house or place, to remove or clean the same from time to time, as may be necessary for the health or comfort of the inhabitants of said City, and to remove and dispose of garbage, otherwise known as household swill and kitchen refuse, and to control the disposal of ashes, rubbish, and all kinds of refuse.~~

~~(7) To direct the location and control of all slaughterhouses, markets, manufactories, blacksmith shops, sewers, and all private drains, and to compel the construction of drains within the limits of the City, under such inspection regulations as the City Council may adopt.~~

~~(8) To regulate the manufacture and keeping of gunpowder, ashes and all other combustible and dangerous material.~~

~~(9) To regulate the making of alterations and repairs of stovepipes, furnaces, fireplaces, and other things from which danger of fire may be apprehended, and also to regulate the use of buildings in crowded localities for hazardous purposes; to provide for the preservation of buildings from fires by precautionary measures and inspections; to regulate the size, height, and material of new buildings to be constructed in the City or in certain prescribed localities therein, and to establish and regulate a fire department and fire companies, and to make regulations concerning the management and the conduct of all persons present at fires, the removal and protection of property, the examination of any~~

~~building or place where combustible material or substances are supposed to be kept or deposited, the removal of such material and substances, and the adoption of other suitable safeguards against fires and the loss or destruction of property by reason of the same.~~

~~(10) To prevent immoderate riding or driving and to regulate the management, operation, use, and speed of automobiles, motor, and other vehicles in the streets, and to prevent cruelty to animals.~~

~~(11) To regulate the erection of buildings and prevent encumbering the streets, sidewalks, and public alleys with firewood, lumber, carriages, boxes, or other things, and provide for the care, preservation, and improvement of public grounds.~~

~~(12) To restrain and punish vagrants, mendicants, and common prostitutes, and to make regulations respecting paupers.~~

~~(13) To restrain or regulate the keeping and running at large of cattle, horses, swine, sheep, goats, fowls, and dogs. And, in addition to the tax now imposed by law upon the owners or keepers of dogs, to require the owner or keeper of any dog or dogs to pay such additional tax or license fee for the keeping thereof as they may impose, and prescribe such penalties in default thereof as may be deemed necessary. All monies received hereunder shall be paid into the City Treasury.~~

~~(14) To regulate and determine the time or place of bathing in any of the public waters within said City, or adjacent thereto, and to prevent the same.~~

~~(15) To compel all persons to remove from the sidewalks and gutters in front of the premises owned or occupied by them all snow, ice, dirt, and garbage, and to keep such sidewalks and gutters clean, and to compel the owners or occupants of any land or premises in the City to cut and remove from the streets and sidewalks in front of such land or premises all grass, thistles, and weeds growing or being thereon, under such regulations as may be prescribed therefor.~~

~~(16) To license innkeepers, keepers of saloons, victualing houses, billiard and pool rooms, and bowling alleys, and auctioneers, under such regulations as shall be prescribed therefor, and all monies paid for such licenses shall belong to the City and be paid into the City Treasury.~~ **(City ordinances)**

~~(17) To regulate or restrain the use of rockets, squibs, fire crackers, and other fireworks in the streets or commons, and to prevent the practicing therein of any amusements having a tendency to injure or annoy persons passing therein or to endanger the security of property.~~ **(City ordinances)**

~~(18) To regulate gauging, the place and manner of selling and weighing hay, packing, inspecting and branding beef, pork, and produce, and of selling and measuring wood, lumber, ice, lime, and coal, and to appoint suitable persons to superintend and conduct the~~

same:

~~(19) To license porters, cartmen and owners and drivers of hacks, coaches, cabs, carriages, and other public vehicles, and to regulate their fees and prescribe their duties.~~

~~(20) To prescribe the powers and duties of watchmen and police officers of said City.~~

~~(21) To provide for lighting public streets, places, and highways.~~

~~(22) To prohibit and punish willful injuries to trees, shrubs, and plants planted for shade, ornament, convenience, or use, public or private, and to prevent and punish trespasses or willful injuries to or upon public buildings, squares, commons, cemeteries, or other property.~~

~~(23) To regulate the burial of the dead, the keeping, returning and preserving of statistics of deaths and burials, also the returning, and keeping of a record of all births and marriages.~~ **(Part of City Clerk)**

~~(24) To regulate the examination of the land and other public records and documents of the City, by individuals, as may be necessary for the security and preservation of the same.~~ **(Part of City Clerk)**

~~(25) To manage and control the public places, parks, and commons in said City, to regulate the use of the same by the public, and to prevent and punish trespasses or willful injuries to or upon any fountain, shade or ornamental tree, plant or shrub, building~~

~~or~~

~~structure placed therein by or under the order of the City Council, in such a manner as shall not be inconsistent with the laws of this State.~~ **(Covered by General Oversight #1)**

~~(26) To regulate or prohibit the suspending or putting up of any sign, awning, or other structure in, upon/or over any street, sidewalk, lane, alley, common, or any other public place in the City; and, whenever the public good may require, to order and direct that any sign, awning, or other structure heretofore erected or suspended as aforesaid shall be taken down or removed; and, after 10 days' delay in complying with said order, to remove the same at the expense of the owner thereof.~~ **(Zoning)**

~~(27) To compel reports from physicians, surgeons, and others of contagious and infectious diseases and those of a pestilential nature.~~

~~(28) To compel the registration of physicians or others practicing medicine, surgery, or midwifery.~~

~~(29) To prescribe standard rules for the placing of poles, wires, and electrical conduits in, over, and under the streets of the City, and to regulate their use. And said City Council may make and establish, amend, or repeal bylaws, rules and ordinances that they may deem necessary for the well being of said City, and not repugnant to the Constitution or laws of this State; all of which bylaws, regulations, and ordinances shall be duly published in one or more~~

~~newspapers of this City, to be prescribed by the City Council, at least 20 days before they take effect.~~ (Addressed in the beginning statement of this section)

~~(30) To license the owners of billboards and regulate the erection thereof.~~

~~(31) To control the erection of buildings and other structures on the shore of Lake Memphremagog, within City limits, and to prescribe regulations as to the use of said shores not inconsistent with the rights of private owners or the rights of navigation in the waters of said lake vested in the public.~~ (Zoning)

~~(32) To establish curfew regulations and prescribe rules governing the presence of children on the streets or in public places at night, and fix penalties for the violation of such rules and regulations.~~ (City Ordinance)

The City Council shall have power to make, establish, alter, amend, or repeal ordinances, regulations, and bylaws not inconsistent with this charter or with the Constitution or laws of the United States or of this State.

The City Council may establish, appoint, modify the charge of or terminate other boards, departments, offices, committees, commissions and task forces, as may be necessary or beneficial for the administration of the affairs of the City unless specifically provided otherwise by this charter. Other duties of the City Council shall include:

- (1) General oversight and control of City-owned property and affairs not inconsistent with this charter.**
- (2) Appoint, direct, supervise and remove the City Manager, City Clerk, and City Treasurer.**
- (3) The City Council shall, in consultation with the City Manager, approve the appointment and termination of City department heads as well as approve the job description of each position.**
- (4) Contract with a certified public accountant for an annual independent audit of all municipal funds as required by law. This report shall be included in the annual report for the annual City meeting.**
- (5) Review and approve the proposed annual City budget including the water and sewer budgets and all other enterprise funds, and adopt and approve the annual City tax rate. In addition the City Council shall ensure the expenditure initiatives adhere to the adopted budget and charter.**
- (6) The City Council shall serve as the Board of Water and Sewer Commissioners.**
- (7) The City Council shall fix the time and place for holding a public meeting to present the proposed budget for public input.**

- (8) The City Council shall fix a time and place for a regularly scheduled meeting to be held at least once a month.
- (9) The City Council shall have sole authority to approve contracts and may authorize the City Manager or the Mayor to sign approved contracts.
- (10) The City Council may retain a city attorney and may retain additional legal counsel as needed. The City Council shall approve all contacts with any City Attorney for city related matters.
- (11) The City Council shall appoint a Collector of Delinquent Taxes who shall have the powers, duties and be subject to the liabilities provided by state laws.
- (12) The City Council shall have authority to approve the laying out, acquisition, construction, maintenance, repair, regulation and discontinuance of public ways, including streets, highways, sidewalks and related infrastructure as provided by law.
- (13) The City Council, without special direction of the voters of the City, shall not draw, sign, or approve warrants to pay expenditures or appropriations in excess of current revenues. The City Treasurer, without special direction of the voters of the City, shall not honor or pay warrants in excess of current revenues.

~~§ 24. Fines (Repealed) (No longer applies)~~

~~No fine shall be imposed for the violation of any City ordinance or bylaw exceeding \$100.00, provided, that when it may be necessary to abate a nuisance the expense of such abatement may be imposed upon the delinquent in addition to said fine. A person who violates any City ordinance or bylaw may, on conviction thereof, be imprisoned in the house of correction, at hard labor, for a term not exceeding six months in addition to or in lieu of said fine, in the discretion of the court. A person convicted for violation of any City ordinance or bylaw, who shall neglect to pay such fine and costs as the court in its discretion shall adjudge, subject to the limitations herein contained, within 24 hours from the rendition of such judgment, shall be committed to said house of correction under the same regulations and in the same manner as provided by the laws of this State. In addition to such fine for a violation of any such ordinance or bylaw, the City may have and maintain an action of tort founded on this statute against any person willfully and maliciously damaging or destroying any of the property of said City, or injuring or corrupting any of the water supply or water works of said City, and may recover treble damages and costs against such person.~~

~~§ 25. Streets and sidewalks (Moved to duties of city council)~~

~~The City Council shall have power to regulate, establish, and alter the grade of streets and width of sidewalks, and the construction thereof, and to prescribe the material to be used therein, and also to provide, order, and direct that the sidewalks upon such streets as the City Council shall designate, shall together with the curbing therefor, be constructed in part~~

~~at the expense of the owner or owners of the lands or buildings adjacent thereto, and in proportion to the benefit conferred, not to exceed one half, and to assess the lands or buildings of such owner or owners adjacent to or abutting on any such sidewalk so constructed in compliance with such order, such proportion of the cost or expense thereof, such assessment to be apportioned among the owners of such lands or buildings fronting as aforesaid according to their frontage on such sidewalk, and the benefit to be conferred to be made in the manner and in accordance with provisions respecting highways. When such Council shall have made any such assessment, it shall make a report thereof, setting forth its doings in that respect, which report shall be recorded in the City Clerk's office, and, when so recorded, the amount so assessed shall be and remain a lien in the nature of a tax upon the land so assessed until the same shall be paid. Said Council shall have power to assess abutting land owners for a portion of the expense of sprinkling streets, not to exceed one half, and in proportion to the benefit conferred. Such assessment when made and filed as hereinbefore specified shall be and remain a lien in the nature of a tax upon the land so assessed until the same shall be paid.~~

§ 26: 16 Water and sewer systems (Updated)

~~The City Council shall have all the powers over and in any way appertaining to the water system owned by the present Village of Newport that are now conferred on the water commissioners, provided for in 1878 Acts and Resolves No. 201, entitled "An act defining the power of the Village of Newport," and all amendments thereto.~~

The City Council shall serve as the Board of Water and Sewer Commissioners. The governance, powers, and responsibilities for water and sewer systems shall be vested in these commissioners. Powers include operating and managing water and sewer systems, setting rates and ensuring compliance with state water and sewer laws and environmental standards.

Such service rates shall be and are hereby made a lien in the nature of a tax upon the real estate so serviced by water or sewer systems and shall be collected and enforced under such regulations and ordinances as the City Council shall prescribe.

The Water and Sewer Enterprise Funds shall be maintained as financially independent enterprise operations. The City shall not allocate or assign general governmental expenses to the Water Fund or Sewer Fund except where such costs represent the actual and proportionate cost of services, personnel, facilities, or resources provided for the direct benefit of the respective utility. All such allocations shall be supported by a documented cost allocation methodology.

The Board of Water and Sewer Commissioners shall meet at least quarterly to review current expenditures and to alter rates as necessary or desirable to sufficiently fund the expense budgets. Such rates will be charged only to users of the water, or water and sewer

systems. The Board of Water and Sewer Commissioners shall meet annually to review the prior year's audit and the coming year's budgets. The Commissioners can set rates, plan system expansions, and address service issues, but must act within statutory limits.

§ 27: 17 Sale, purchase or lease of City owned property (Updated)

~~The City Council may authorize the sale of real or personal estate belonging to the City when the same shall not exceed in value \$1,000.00, or may lease the same for a term not exceeding one year, and all conveyances, grants, or leases of any such real estate shall be signed by the Mayor and sealed with the City Seal.~~

(a) The City Council shall not authorize the sale of City owned real estate without voter approval.

(b) The sale of personal property belonging to the City shall be approved by the City Council for property with a fair market value over \$50,000. The City Manager may approve sale of personal property whose fair market value is less than \$50,000.

(c) The City Council may lease city real estate for a term not exceeding 5 years.

(d) The City may not purchase any real estate with a purchase value over \$100,000 without voter approval.

§ 28: 18 City expenditures (Kept from current charter with update to Council Members)

Except as herein otherwise provided, no money shall be paid out of the City Treasury except upon warrant, signed by the Mayor and approved by the ~~Board of Aldermen~~ **Council Members**, such approval to be authenticated by the City Clerk. A full record of all expenditures shall be kept, and a clear statement of all receipts and disbursements of City monies, and of the affairs of the City generally, shall be annually published under the direction of the City Council, at least two weeks before the annual City election. No City official shall be directly or indirectly interested in any contract with the City.

§ 29: 19. Assessment of taxes on grand list (Updated with #805 from the proposed charter of 1/28/26)

~~The City Council shall assess and lay all taxes upon the grand list of said City, and in addition to such tax as may be necessary for the payment of all such State, county, and highway taxes as are or may be required by law, and in addition thereto such tax as the Board of School Trustees shall recommend to said Council for the support of schools, not exceeding 100 cents on the dollar of the grand list of said City unless authorized by a vote of the City. They shall have power annually to lay and assess upon said grand list such tax, which shall not exceed 100 cents on the dollar thereof, unless by vote of the City, as in their judgment may be required for the payment of the current expenses of the City and for~~

~~carrying out any of the provisions of this charter; and in addition they shall annually assess a tax of not less than 20 cents nor more than 60 cents on the dollar of said grand list, the proceeds of which shall be used in retiring the floating and funded indebtedness of said City or in creating a sinking fund for the future redemption of such indebtedness. All of the aforesaid taxes may be included in one rate bill, and such tax bills, with a warrant signed by the Mayor of the City or any justice of the peace within the county, shall be delivered to the Treasurer, to whom all taxes shall be paid in money.~~

Upon passage of the budget by the voters, the amounts stated therein as the amount to be raised by taxes shall constitute a determination of the amount of the levy for the purposes of the City in the corresponding tax year, and the City Council shall levy such taxes on the grand list as prepared by the assessor for the corresponding tax year. All of the aforesaid taxes may be included in one rate bill.

§-30. 20 Revenues credit and appropriations (Updated)

~~(a) The current revenues of the City shall consist of money raised by taxation, from fines and other lawful sources, and such revenues shall constitute the entire sum from which appropriations and payments are to be made, according to law, by or under the authority of the City Council. The credit of the City, other than by temporary loans, not exceeding \$3.50 on the dollar of the grand list of the City for the time being shall not be pledged except by authority of the legal voters of the City. Such temporary loans and all debts incurred by the City Council shall be deemed expenditures and shall be paid by the City Council during the fiscal year in which they are contracted.~~

~~(b) All appropriations for specific purposes made at any annual or special meeting in said City shall, unless otherwise directed by the voters, be paid out of current revenues for that year and shall be deemed as expenditures by the City Council.~~

~~(c) The City Council shall not exceed in expenditures, except by express authority of the legal voters of the City, said current revenues of the City during any year. If it should happen that said current revenues of the City shall have been expended before the end of any fiscal year, and there remain necessary or desirable expenditures to be met, the City Council shall call a special meeting of the legal voters of the City to consider what shall be done.~~

~~(d) The Mayor and Board of Aldermen, without special direction of the voters of said City, shall not draw, sign, or approve warrants to pay expenditures or appropriations in excess of current revenues. The City Treasurer, without special direction of the voters of said City, shall not honor or pay warrants in excess of current revenues. Any official violating the provisions of this section shall be liable to refund to the City the full amount of all warrants so drawn, signed or approved or so honored or paid.~~

The current revenues of the City shall consist of money raised by taxation, fines and other lawful sources. These revenues shall constitute the amount from which appropriations and payments are to be made, according to law, by or under the authority of the City Council. All appropriations for specific purposes made at any annual or special meeting in the City shall, unless otherwise directed

by the voters, be paid out of current revenues for that year and shall be deemed as expenditures by the City Council. The City Council shall not exceed in expenditures the current revenues of the City during the fiscal year. The City Council, without special direction of the voters of the City, shall not draw, sign, or approve warrants to pay expenditures or appropriations in excess of current revenues. If the current revenues of the City have been expended before the end of the fiscal year, and necessary or desirable expenditures need to be met, additional expenditures shall not take effect unless approved by a majority vote at a duly warned special meeting. At least seven days prior to the special meeting, the City Council shall hold at least one publicly warned informational meeting to present the proposed expenditure, explain the reasons for the deficit, and provide an opportunity for public questions and comment. The City Council may authorize and incur short-term indebtedness without voter approval when such indebtedness is incurred in anticipation of the receipt of taxes and and is fully repaid within the same fiscal year in which it is issued.

- (a) No long-term indebtedness or other obligation extending beyond the fiscal year shall be incurred unless first approved by a majority of the legal voters voting thereon at a duly warned meeting or election.
- (b) Notwithstanding subsection (a) of this section, in the case of all-hazard events as defined by state statute, the City Council may borrow for up to five years of debt service to fund emergency infrastructure or service restoration.
- (c) The total indebtedness of the City shall not exceed 10% of the grand list.

§ 34: 21 [Transitional provisions related to the financial obligations of the Villages of Newport and West Derby; 1917 Acts and Resolves No. 273, § 31.] **(Current Charter)**

§ 32: 22. Bonds of City officers (Updated)

~~The Treasurer, Clerk, Constable, Tax Collector, and Superintendent of Streets and Waterworks shall annually give bonds to the City to the satisfaction of the City Council for the faithful discharge of their respective duties, and any other City officer may be required by the City Council to give similar bonds. In case any officer neglects to give bonds as above specified, after 10 days' notice from the City Council that he or she is required to do so, his or her office shall thereupon become vacant and the vacancy shall be filled as hereinbefore provided.~~

The City Council shall require any elected or appointed officer, employee or other person entrusted with City funds or property to be covered by a fidelity bond, blanket fidelity bond or comparable insurance coverage, in such amounts and upon such terms as the City Council determines appropriate. In addition, the City Council shall require Public Officials liability and errors and omission insurance. The cost of such coverage shall be paid by the City. Should any of the elected or appointed officers or employees or other persons, entrusted with City funds or property required to be covered, be found ineligible for bonding or insurance through the City's provider and upon written notice of non-eligibility, the individual within 10 days, shall obtain and submit their own bond or insurance equivalent to the City policies at their own expense or that position shall

thereupon become vacant.

§ 33. 23 [Transitional provisions related to the financial assets and liabilities of the Villages of Newport and West Derby; 1917 Acts and Resolves No. 273, § 33.] **(Current Charter)**

§ 34. Pledge of credit (Repealed) (This is covered by the Municipal Bond Bank therefore no longer needed)

~~Whenever the legal voters of the City shall give authority to the Council thereof to pledge the credit of the City for any purpose, the City shall have power and authority to issue its negotiable orders, warrants, notes, or bonds, and to prescribe whether such bonds shall be registered or have interest coupons attached, to the amount, not to exceed the limit prescribed by law, for which the legal voters aforesaid shall have given authority to so pledge the credit of the City. Such notes or bonds shall be payable at such time and at such a rate of interest as shall be established by said voters, or, if no time or rate of interest is fixed thereby, the same shall be established by resolution of said Council.~~

§ 35. 24 [Transitional provisions related to the financial liabilities and assets of the Towns of Newport and Derby; 1917 Acts and Resolves No. 273, § 35.] **(Current Charter)**

§ 36. 25 [Transitional provisions related to the books and records of the Town of Newport; 1917 Acts and Resolves No. 273, § 36.] **(Current Charter)**

§ 37. 36 [Transitional provisions related to the books and records of the Town of Derby; 1917 Acts and Resolves No. 273, § 37.] **(Current Charter)**

§ 38. Paupers (Repealed) (No longer applicable)

~~(a) The Town of Newport and the City of Newport shall, on and after April first, 1919, be respectively liable for one half the support of all persons who were paupers on said Town of Newport, meaning those being supported on the Town Farm of said Town, on the first Tuesday of March 1918. As soon as may be after the passage of this charter and forthwith after each annual Town and City meeting hereafter the Overseers of the Poor of said Town and City shall meet to agree upon the charge for board and lodging of said paupers on the City Farm of said City for the year ensuing, and, if they agree, they shall reduce their agreement to writing in duplicate and file one of said duplicates with the City Clerk of said City and one with the Town Clerk of said Town; but if said overseers cannot agree upon said charge, the City Council of said City and the legislative body of said Town shall each select one disinterested person from outside said Town and City, and the two thus selected shall select a third person also disinterested and from outside said Town and City, whose expense shall be borne equally by said Town and City, who shall forthwith hear the parties and determine either a reasonable charge for board and lodging of said paupers on said City farm, or shall make division of all said paupers as equitably as may be, and said three persons, or a majority thereof, shall reduce their award to writing under their hands and in~~

~~duplicate showing the reasonable charge for board and lodging of said paupers, or showing and designating which paupers shall be supported by said Town and City respectively and deliver one of said duplicates to said Town and City, respectively, to be recorded by the respective Clerks of said Town and City, whereupon such award and designation, if it provides a division of said paupers, shall become and remain binding upon said Town and City forever, and said Town and City shall thereafter be liable for the support of such persons as are designated in said award to be by them respectively supported. The City of Newport and the Town of Newport shall be respectively liable for the support of all other persons who were receiving aid from the Town of Newport on the first Tuesday of March 1918, who resided within their respective limits when they became paupers. Territory within the limits of the Town of Newport owned by the City of Newport, shall be considered as City territory in determining all pauper residence questions.~~

~~(b) The City of Newport and the Town of Derby shall be respectively liable for the support of all persons, who were paupers on the Town of Derby on the first Tuesday of March 1918, who resided within their respective limits when they became paupers. The residence of a person for the purpose of determining where a pauper shall be chargeable, shall, in the event of a partial residence in any of the territories referred to in this section on the first Tuesday of March 1918, be completed by a continuance in the same Town or City for a term sufficient to make the three-year residence making such person chargeable on said Town or City.~~

§-39. 27. Public schools and school property (Updated including moving language from repealed section 8 of the current charter.)

~~The exclusive management and control of the public schools and all school property is vested in a board of five school trustees. Said trustees shall be bona fide residents of the City and qualified voters for school officers. The three incumbents constituting the present Board shall continue in office until their respective terms expire. At the annual meeting each year thereafter, one trustee shall be elected for a term of three years and until his or her successor is elected and qualified. The remaining two members of the Board shall be appointed in the first instance by the City Council, one for a term of one year, and one for a term of two years; and thereafter the successor of each shall be elected and hold office for a term of three years and until his or her successor is elected and qualified. The Board of School Trustees shall make an annual report of their doing and expenditures to the City Council on or before the first day of February in each year for the last preceding fiscal school year, and in this report they shall make estimates of the necessary expenditures for the support of schools for the ensuing fiscal year, the amount of school income to be derived from sources other than taxation and the amount of money to be raised by taxation for the support of said schools, which report shall be published with the report of the City officials, as herein provided. Said Board of School Trustees shall annually recommend to the City Council, on or before the first day of April, the amount of money that they require for school purposes, to be raised by taxation, and the City Council shall include such tax in their annual~~

~~rate bill. On or before the first day of each July hereafter the City Council shall appropriate for the use of schools such sum as will be raised by taxation in that year for the support of schools, and shall also then appropriate the amount of school income to be derived from sources other than taxation in such year, all of which shall constitute the school fund of said City that the City Treasurer shall pay out from time to time on warrants signed by a majority of the Board of School Trustees which said warrant shall not require the approval of the City Council. All money and property formerly owned by the Newport Academy and Graded School District shall belong to said City and all debts and liabilities of said District shall be paid and discharged by said City, and all lawful contracts of said District on March 1, 1918, shall be carried out by said City. The act incorporating the Newport Academy and Graded School District, and all acts, amendatory thereof, are hereby repealed. The school trustees shall give such bond to the City, at the expense of the City, as the City Council shall demand and approve for the faithful discharge of their duties:~~

- a. The management and control of the public schools and all school property is vested in a board of five school trustees. Said trustees shall be bona fide residents of the City and qualified voters.
- b. In the event of a vacancy on the Board of School Trustees, the remaining Trustees shall, by majority vote of those present and voting, appoint a qualified person to fill a vacancy on the Board of School Trustees. If after 60 days of the creation of the vacancy the Board of School Trustees fails to fill the vacancy, the vacancy may be filled pursuant to section 6c of this charter. If there are vacancies in a majority of the Board of School Trustees, the vacancies shall be filled by a special city meeting called for that purpose. The remaining Trustees are authorized to draw orders for payment of continuing obligations and necessary expenses until a majority of the vacancies are filled.
- c. The Board of School Trustees shall make an annual report of their revenue and expenditures to the City Council and City Clerk no later than the beginning of the last week of January in each year for the last preceding fiscal school year, and in this report they shall make estimates of the necessary expenditures for the support of schools for the ensuing fiscal year, the amount of school income to be derived from sources other than taxation and the amount of money to be raised by taxation for the support of said schools, which report shall be published with the report of the City officials, as herein provided. The school trustees shall provide proof of bonding or comparable insurance coverage to the City pursuant to Section 22 of this charter.

~~§-40.~~ 28. City Manager (Updated)

~~(a) The Council may, when the City so votes at any annual meeting, appoint a City Manager who shall be the administrative head of the municipal government under the~~

~~direction and supervision of the Council, and who shall hold office at the pleasure of the Council. The duties of the City Manager shall be:~~

- ~~1 to see that the laws and ordinances are faithfully executed;~~
- ~~2 to attend all meetings of the Council at which his or her attendance may be required by that body;~~
- ~~3 to recommend for adoption to the Council such measures as he or she may deem necessary or expedient;~~
- ~~4 to appoint, excepting as otherwise provided for by this act, all officers and employees of the municipality, and to perform the duties of such officers and employees as the Council may designate;~~
- ~~5 to prepare and submit to the Council such reports as may be required by that body, or as he or she may deem advisable to submit;~~
- ~~6 to keep the Council fully advised of the financial condition of the municipality and its future needs;~~
- ~~7 to prepare and submit to the Council a tentative budget for the next fiscal year;~~
- ~~8 and to perform such other duties as the Council may determine by ordinance or resolution.~~

~~(b) The City Manager shall receive such salary as may be fixed by the Council. Before entering upon the duties of his or her office, he or she shall take the official oath required of other officers by this charter and shall execute a bond in favor of the municipality for the faithful performance of his or her duties in such sum as may be fixed by the Council. The City Manager need not be a voter in or a resident of the City.~~

a. The City Manager shall be the chief administrative officer of the City of Newport under the direction and supervision of the City Council. The City Manager shall be responsible to the City Council for the administration of all City affairs. The City Manager shall have the following powers and duties:

- 1. to ensure, in conjunction with the mayor, that the laws and city ordinances are faithfully executed;**
- 2. to attend all meetings as required by the City Council;**
- 3. to recommend for adoption to the City Council such measures as they may deem necessary or expedient;**
- 4. to appoint, unless as otherwise provided for by this act, all employees of the municipality, and to ensure that the duties of department heads and employees are performed as the City Council may designate. The City Manager is empowered to suspend or terminate any municipal employee or staff member under their oversight. The City Manager may**

delegate this supervisory authority to department heads regarding personnel within their respective departments or offices. All personnel actions, including hiring, layoffs, and promotions, shall be conducted in accordance with any active collective bargaining agreements and personnel policies, and based on the individual's training, proficiency, and job performance. Prior to the dismissal of any department head, the City Manager shall consult with and obtain approval from the City Council.

5. to prepare and submit to the City Council reports as may be required or as the city manager may deem advisable;
6. to keep the City Council fully advised of the financial condition of the municipality and its future needs;
7. in consultation with the mayor and department heads, to prepare and submit to the City Council a tentative budget for the next fiscal year by a date specified by the City Council.
8. and to perform such other duties as the City Council may determine by ordinance or resolution.
9. The City Manager shall direct and supervise the administration of all departments and offices of the City of Newport except as otherwise provided by this Charter or by law.
10. The City Manager need not be a voter in or a resident of the City of Newport.

(b) The City Manager shall receive such salary as may be fixed by the City Council. Before entering upon the duties of the office, the City Manager shall take the official oath required of other officers by this charter and shall execute a bond or insurance in favor of the municipality subject to bond requirements laid out in section 22 of this charter for the faithful performance of their duties in such sum as may be fixed by the City Council.

~~§ 41. City Council election of City officers (Repealed)~~**(Covered in section 6)**

The Council shall, when the City so votes at any annual meeting, elect the Clerk, Treasurer, Constable, listers, auditors, City grand jurors provided for in section 6 of this charter, which election by said Council shall be in lieu of the method provided for in said section 6 of this charter. The term of office of each person so elected by said Council shall be that provided for by said section.

§ 42: 29 [Transitional provisions related to effective date.](Current Charter)

§ 30 Harbor Commission (Added from Section 211 of the proposed charter updates from 1/28/26)

There shall be a Harbor Commission, and its powers, obligations and operation shall be under and in accordance with the laws of the State of Vermont, as amended. Members will be appointed by the City Council for three-year terms pursuant to the process set forth in existing ordinances, as the same may be subsequently amended from time to time.