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

# **Newport City Council Meeting**

Council Meeting Agenda Monday, May 20, 2024, beginning at 6:00 p.m. Newport City Council Room

### **Google Meet joining info**

Video call link: <a href="https://meet.google.com/ezo-ewdw-dau">https://meet.google.com/ezo-ewdw-dau</a>
Or dial: (US) +1 314-474-2753 PIN: 237 966 699#

City Council: Linda Joy Sullivan, Mayor

Chris Vachon, Council President

Kevin Charboneau

Clark Curtis

Rick Ufford-Chase

James D. Johnson, City Clerk/Treasurer
Jonathan DeLaBruere, City Manager

- 1. Call the Council Meeting to Order
- 2. Additions/Deletions to the Agenda
- Consent Agenda
  - a. Regular meeting minutes of May 6, 2024
  - b. Payroll Warrant
  - c. Accounts Payable Warrant May 13, 2024
  - d. Liquor Licenses / Vendor Permits / Special Events Permits
- 4. Northeast Kingdom Rainbow Coalition Update
- 5. Creation of Newport's 1st City Dog Park Discussion
- 6. Newport City Downtown Development Anticipated VOTE
- 7. Gardner Park Soil Disposal Agreement Anticipated VOTE
- 8. Loan for Gardner Park Soil Remediation Project Discussion
- 9. Respond to Award Conditions for Gardner Park Project Anticipated VOTE
- 10. Newport Sailing Center Lease Agreement Anticipated VOTE
- 11. Letter of Engagement for Auditing Services Anticipated VOTE
- 12. Audio/Visual Recording Policy Discussion
- 13. Laramie Water Resources Timeline Anticipated VOTE
- 14. Appointments Potential Executive Session (1 V.S.A. 313(a)(3) and 1 V.S.A. 313(a)(1)(F))
- 15. Interview of Potential Candidate(s) for Fire Chief Potential Executive Session (1 V.S.A. § 313(a)(3))
- 16. Comments by Members of the Public
- 17. New Business

- 18. Old Business
- 19. Set next meeting: Regularly Scheduled Council Meeting: June 3, 2024
- 20. Adjourn

# **Newport City Council Meeting Participation Guidelines**

Newport City Council meetings are for the purpose of allowing Council members to conduct City business. Distinct from public hearings or town meetings, City Council meetings are held in public, but are not meetings of the public. City Council meetings are the only time the City Council members have to discuss, deliberate and decide upon City matters. In an effort to conduct orderly and efficient meetings, the Mayor kindly requests your cooperation and compliance with the following guidelines:

- 1. Please be respectful of each other, Council members, city staff, and the public.
- 2. Please raise your hand to be recognized by the Mayor. Once recognized, please state your name and address or affiliation.
- 3. Please address only the Mayor and not members of the public, staff, or presenters.
- 4. Please abide by any time limits. Time limits will be used to ensure everyone is heard and that there is sufficient time for the Council to complete their agenda within a reasonable timeframe.
- 5. The Mayor will make a reasonable effort to allow everyone to speak once before speakers address the Council a second time per the limited 2 minute timeline adopted on January 23, 2017.
- 6. Once public comment has been heard, discussion will be limited to the City Council members.
- 7. Please do not interrupt or mock other speakers or otherwise exhibit disruptive behavior during the City Council meeting.
- 8. Please do not repeat the points made by others, except to indicate agreement or disagreement with other views.
- 9. Please use the hallway for side conversations. It is difficult to hear speaker remarks when side conversations are occurring in the Council Chamber.
- 10. Presentations to the Council are not open to public comment. However, per the policy adopted on December 21, 2015, matters on the agenda requiring a vote are open to public comment immediately prior to the Council vote.
- 11. Individuals who do not abide by these procedures will be asked to leave the Council Chamber.

#### **Council Minutes**

#### May 6, 2024

A duly warned meeting of the Newport City Council was held on Monday, May 6, 2024, in the council room in the Newport Municipal Building. Present were Mayor Linda Sullivan, Council President Chris Vachon, council members Kevin Charboneau, Rick Ufford-Chase, and Clark Curtis, City Manager Jonathan DeLaBruere, City Clerk/Treasurer James Johnson, Public Works Director Tom Bernier, Recreation Director Mike Brown, Interim Fire Chief Kevin LaCoss, Comptroller Rebecca Therrien, members of the Press and Public.

Mayor Sullivan called the meeting to order at 6:00 pm.

# Additions, Deletions to the Agenda

None

# **Consent Agenda**

Minutes, Warrants, Licenses, and Permits

Mr. Charboneau moved to approve the consent agenda. Seconded by Mr. Vachon, motion carried.

# Public Records Request Policy (attached)

Mr. Vachon moved to approve the Public Records Request Policy as presented. Seconded by Mr. Curtis, motion carried.

#### **Annual Spending Freeze**

Mayor Sullivan stated there is currently no spending freeze in effect.

#### **Laramie Water Resources Discussion**

Mayor Sullivan stated there was no original contract with Laramie Water Resources. Mayor Sullivan asked who has credentials and the number of employees are that needed at the sewer plant. Mr. Bernier explained the plant operations, how many employees are needed to operate, who has level 3 certification and why Laramie Resources is still needed and for how much longer.

# **City Council Budget Expenditures**

There were questions on the Flags for the American Legion and Council Special Projects.

# **Purchasing Policy Discussion**

The council reviewed the Purchasing Policy. Mr. Charboneau would like to see the rejection of bids and sole source bid acceptance reinstated in the proposed policy.

#### Causeway Project Street Lighting Bid (attached)

Mr. Charboneau moved to accept the low bid, Seconded by Mr. Curtis. Discussion, there was discussion about going with local bidders even if they were not the low bidder if the grant would allow. Mr. DeLaBruere stated that the grant specifies the low bid. Mr. Carboneau withdrew his motion and Mr. Curtis withdrew the second.

Mr. Charboneau moved to accept the bid in the amount of \$74,115 for street lighting poles and hardware from Northeast Electrical out of Concord, N.H. and a bid in the amount of \$13,879.28 from Green Mountain Electric in Derby, VT. for electrical conduit and supplies. Seconded by Mr. Curtis, motion carried.

#### 2024 Local Emergency Management Plan (attached)

Mr. Vachon moved to approve the 2024 Local Emergency Management Plan and authorize the City Manager to activate the plan. Seconded by Mr. Charboneau, motion carried.

### **Grants -in Aid Letter of Intent** (attached)

Mr. Curtis moved to approve the FY25 VTRANS Municipal Roads Grants-in-Aid letter of intent and authorize the City Manager and the City Clerk to sign the letter. Seconded by Mr. Vachon, motion carried.

#### MERP Mini-Planning Grant (attached)

Mr. Vachon moved to authorize the City Manager to apply for the MERP Grant. Seconded by Mr. Ufford-Chase, motion carried.

# Newport Community Sailing Center Lease of Dock Space (attached)

Mr. Vachon moved to approve the fees and enter into the lease agreement between Newport City and the Community Sailing Center as presented. Seconded by Mr. Charboneau, motion carried. Mr. Ufford-Chase abstained.

# **Appointments Discussion**

Interviews with the Planning Commission have not been held. They are scheduled for May 7, 2024, at 6:30 pm. This will be on the agenda for next meeting.

#### Interview of Potential Candidate(s) for fire Chief

This will be on the next meeting agenda.

#### Comments by the Public

Jennifer Bjurling – appointment of Constable.

Pam Ladds – contracts with employees, non-employees, and consultants.

#### **New Business**

Mr. Curtis - Website not up to date.

Mr. Charboneau moved to approve a Vendor Permit for Vermont Olde Tyme Kettle Corn. Seconded by Mr. Vachon, motion carried.

Mr. Vachon moved to approve a Vendor Permit for Hobo's Café. Seconded by Mr. Curtis, motion carried. Mr. Ufford-Chase abstained.

Mr. Charboneau moved to approve a Vendor Permit for The Kingdom Eatery. Seconded by Mr. Vachon, motion carried.

Mr. Vachon moved to approve a request for Niles Funds (AP). Seconded by Mr. Curtis, motion carried.

Mayor Sullivan, Community Forum on Housing and Economic Development May 13<sup>th</sup> at 5:30, the Mayor visited the MAC Center, North Song will perform at the United Church of Newport on May 17<sup>th</sup> and 19<sup>th</sup>.

#### **Old Business**

Mayor Sullivan, Thanked the Recreation Dept. for work on Green-up Day, Still reviewing expenses, reviewing Personnel policy with the City Manager, did some research on signage, noted a missing head stone found in Canada, changes in the agenda get with the mayor, changes in the mayors hours Wednesdays will be by appointment only, noted this week is Nurses Week.

# **Next Meeting Date**

Mr. Vachon moved that the next meeting date be May 20, 2024, at 6:00 pm. Seconded by Mr. Charboneau, motion carried.

# Adjournment

Mr. Charboneau moved to adjourn at 7:35 pm. Seconded by Mr. Vachon, motion carried.

Attested	this	day of May 2024
	Mayor	

# City of Newport Accounts Payable Check Warrant Report # Current Prior Next FY Invoices Unpaid Invoices For Check Acct 01(GENERAL FUND) From 05/13/24 To 05/13/24

				Purchase	Discount	Amount	Check	Check
Vendor		Invoice	Invoice Description	Amount	Amount	Paid	Number	Date
		~~~~~~~~~~						
AAA POLIC	AAA POLICE SUPPLY	41662	PD Work Attire	752.33	0.00	,		//
ALLEGIANC	ALLEGIANCE TRUCKS	X12202928701	Parts	37.51	0.00		******	//
ALLEGIANC	ALLEGIANCE TRUCKS	X12202928601	Parts	99.28	0.00			//
ALLWAYS	ALL-WAYS ANSWERING SERVICE	240400776101	Answering Services	150,85	0.00			//
amazon	AMAZON BUSINESS	1QНQ1QQWHXРМ	Supplies/Materials	1308.38	0.00			//
ATT MOBIL	ATST MOBILITY	050624	CM/PW Phone Service	204.42	0.00			//
ATT MOBIL	ATST MOBILITY	050624 PD	PD Phone Service	951,65	0.00			//
AVENU	AVENU INSIGHTS & ANALYTICS LLC	INVB-053048	Digital Recording	425.00	0.00			//
BELOIN	BELOIN COMPUTING	050124	CM Computer	799.00	0.00			//
BELOIN	BELOIN COMPUTING	050224	P&R Software Install	350.00	0.00			//
BENNDO	DONNA BENNETT	050124	Playworld Reimbursement	17,50	0.00			/
BROWMI	MICHAEL BROWN	050124	April Phone Reimbursemen	30.00	0.00			/ <b>/</b>
BROWMI	MICHAEL BROWN	05012024	Mileage Reimbursement	46.90	0.00			//
CANON SOL	CANON SOLUTIONS AMERICA INC	6007867639	CM Copier	25.50	0.00	~,		//
CASELLA	CASELLA WASTE MGT INC	2994693	Sludge Disposal	1938.90	0.00	,~-		//
CASELLA	CASELLA WASTE MGT INC	2994682	Disposal	1017.29	0.00			//
CASELLA W	CASELLA WASTE MANAGEMENT INC	2956648	Sludge Disposal	1940,74	0.00		******	//
CHAMP	CHAMPLAIN VALLEY EQUIPMENT	CD35399	Supplies/Materials	250,08	0.00			//
CHRONICLE	THE CHRONICLE INC	10232	Ads	145.00	0.00			//
DLY EXPRE	NEWPORT DAILY EXPRESS	043024	Ads	240.00	0.00	~~		//
ENDYNE	ENDYNE INC	484270	Lab Services	130.00	0,00			//
ENDYNE	ENDYNE INC	484953	Lab Services	75.00	0.00			·//
FIREASSOC	NEWPORT FIREFIGHTERS ASSOC.	050624	FD Assoc, Reimbursement	232.54	0.00			· · ·
GALLS	GALLS INC	027781372	PD Uniform Supplies	287,98				, ,
GALLS	GALLS INC	027763921	PD Uniform Supplies	111.90				· · ·
GALLS	GALLS INC	027741061	PD Uniform Supplies	422,98				
GALLS	GALLS INC	027541226	PD Uniform Supplies	145.97				
GRIFFIN	GRIFFIN GREENHOUSE SUPPLIES IN		Landscaping Supplies	144.27				, ,
GRN MIN E	GREEN MOUNTAIN ELECTRIC SUPPLY			277,96				
	GREEN MOUNTAIN ELECTRIC SUPPLY		==	211,23				
GUYEDA	DAVIS GUYER	050324	Travel Reimbursement	159.46				
	JOLLY FARMER	N1298384	Landscape Supplies	37.00				• •
	JOLLY FARMER	N1297884	Landscape Supplies	1066.67		, 40		, ,
	J.P. SICARD, INC.	040324	Proj. 20024 Water System	160247.44				
	J.P. SICARD, INC.	050124	Proj. 20024 Water System	31500.00				′ •
LAWSON	LAWSON PRODUCTS INC	9311473312	Supplies/Materials	283,12				
	LEBLANC'S PEST CONTROL	25054	Pest Control	55.00				
MAJESTIC	MAJESTIC TROPHY LLC	1152	PD Plaque	96.50				
MEMPRESS	THE MEMPHREMAGOG PRESS INC.	59801	PD Business Cards	37.50				
MEMPRESS	THE MEMPHREMAGOG PRESS INC.	59647	PB Signs	125.00				
MES	MUNICIPAL EMERGENCY SERVICES I		Supplies/Materials	179.75				
MES	MUNICIPAL EMERGENCY SERVICES I							
			Supplies/Materials	182.00				
	MISSION COMMUNICATIONS, LLC MOORE DOCKS	1086606	WW/WT Annual Svc Contrac	2723.60				
MOORE		03072024	WF Floating Docks	16125.00				
NCHS	NORTH COUNTRY HOSPITAL	921	FD CPR/AED Training	532.00		,		
NEFEA	NEW ENGLAND FIRE EQUIPMENT	34201	Supplies/Materials	173.94				
NEIMA	NE INTERNATIONAL MUTUAL AID	2024-011	2024 Membership Dues	100.00		,		• •
	NORTH EAST TREE SERVICE LLC	476390	PB - 2 Tree Removals	1800.00				
	NEWPORT RENTAL CENTER INC	1-572476	Equipment Rental	86.25				
OREILLY	O'REILLY AUTO PARTS	5691-122170	Parts	22.98	0.00			//

# City of Newport Accounts Payable Check Warrant Report # Current Prior Next FY Invoices

Unpaid Invoices For Check Acct 01(GENERAL FUND) From 05/13/24 To 05/13/24

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				Purchase	Discount	Amount	Check	Check
Vendor		Invoice	Invoice Description	Amount	Amount	Paid	Number	Date
	0.0000000000000000000000000000000000000		Danks	271.07				
OREILLY	O'REILLY AUTO PARTS O'REILLY AUTO PARTS	5691-121916 5691-121581	Parts	32,42				
OREILLY		5691-120442	Parts	221.03				
OREILLY	O'REILLY AUTO PARTS			-30.00				
OREILLY	O'REILLY AUTO PARTS	5691-121363	Credit Memo					
OREILLY	O'REILLY AUTO PARTS	5691-120819	Parts	135.92				
OREILLY	O'REILLY AUTO PARTS	5691~120245	Parts	100.43				
OREILLY	O'REILLY AUTO PARTS	5691-118905	Credit Memo	-30.00		,		
OREILLY	O'REILLY AUTO PARTS	5691-118856	Parts	80.71		,		
OREILLY	O'REILLY AUTO PARTS	5691-118929	Parts	262.60				
PEPINS	PEPIN'S TRUCK REPAIR INC	37261	PW Trailer Inspection	35.00		,		
PEPINS	PEPIN'S TRUCK REPAIR INC	37264	PW Trailer Inspection	35,00	0.00			//
PEPINS	PEPIN'S TRUCK REPAIR INC	37244	WTP Trailer Inspection	35,00	0.00			//
PEPING	PEPIN'S TRUCK REPAIR INC	37245	IR Compressor Inspection	35.00	0.00	,		//
PEPINS	PEPIN'S TRUCK REPAIR INC	37240	PW Trailer Inspection	35,00	0,00			//
PEPINS	PEPIN'S TRUCK REPAIR INC	37238	Sewer Trailer Inspection	35.00	0.00			//
PEPINS	PEPIN'S TRUCK REPAIR INC	37239	PW Trailer Inspection	35.00	0.00			//
PIC SHOV	THE PICK & SHOVEL INC	281214	Supplies/Materials	18.99	0.95			//
PIC SHOV	THE PICK & SHOVEL INC	281673	Supplies/Materials	6.00	0.30			//
PIC SHOV	THE PICK & SHOVEL INC	281263	Supplies/Materials	13.26	0.66	,		//
PIC SHOV	THE PICK & SHOVEL INC	280164	Supplies/Materials	94.96	4.75			//
PIC SHOV	THE PICK & SHOVEL INC	280831	Supplies/Materials	21.99	1.10			//
PIC SHOV	THE PICK & SHOVEL INC	280852	Supplies/Materials	253.66				
		280219	Supplies/Materials	48.35				
PIC SHOV	THE PICK & SHOVEL INC			253.36				•
PIC SHOV	THE PICK & SHOVEL INC	279644	Supplies/Materials					
PIC SHOV	THE PICK & SHOVEL INC	279646	Supplies/Materials	23.96				
PIC SHOV	THE PICK & SHOVEL INC	280419	Supplies/Materials	6.99				
PIC SHOV	THE PICK & SHOVEL INC	278257	Supplies/Materials	11.09				
PIC SHOV	THE PICK & SHOVEL INC	278598	Supplies/Materials	8.49				
PIC SHOV	THE PICK & SHOVEL INC	278675	Supplies/Materials	14.68				
PIC SHOV	THE PICK & SHOVEL INC	279658	Supplies/Materials	162.99		,,		
PIC SHOV	THE PICK & SHOVEL INC	279529	Supplies/Materials	49,99				
PIC SHOV	THE PICK & SHOVEL INC	279567	Supplies/Materials	73.84	3.69			//
PIC SHOV	THE PICK & SHOVEL INC	274574	Supplies/Materials	5,56	0.28			·// <del>-</del> -
PIC SHOV	THE PICK & SHOVEL INC	276223	Supplies/Materials	74.97	3.75			//
PIC SHOV	THE PICK & SHOVEL INC	279684	Supplies/Materials	11.58	0.58			//
PIC SHOV	THE PICK & SHOVEL INC	260342	Supplies/Materials	20,37				
PIC SHOV	THE PICK & SHOVEL INC	280309	Supplies/Materials	60.42	3.02			//
PIC SHOV	THE PICK & SHOVEL INC	280447	Supplies/Materials	107.94	5.40	,		//
PIC SHOV	THE PICK & SHOVEL INC	278970	Supplies/Materials	18.99	0.95	,		//
PIC SHOV	THE PICK & SHOVEL INC	280055	Supplies/Materials	13.99	0.70			//
PIC SHOV	THE PICK & SHOVEL INC	279386	Supplies/Materials	22.15	1,11			//
PIC SHOV	THE PICK & SHOVEL INC	280365	Supplies/Materials	21.99	1,10			//
PIC SHOV	THE PICK & SHOVEL INC	280169	Supplies/Materials	72,90	0.00			//
PIC SHOV	THE PICK & SHOVEL INC	280198	Supplies/Materials	159.00				
PIC SHOV	THE PICK & SHOVEL INC	279314	Supplies/Materials	34,99	1.75	,		//
PIC SHOV	THE PICK & SHOVEL INC	279723	Supplies/Materials	19.98				
PIC SHOV	THE PICK & SHOVEL INC	279650	Supplies/Materials	24.99				
		279373	Supplies/Materials	25.47				
PIC SHOV	THE PICK & SHOVEL INC		Supplies/Materials	125.69				
PIC SHOV	THE PICK & SHOVEL INC	279415		100.45		,		
PIC SHOV	THE PICK & SHOVEL INC	281004	Supplies/Materials	100,43	3,02	,		, ,

# Check Warrant Report # Current Prior Next FY Invoices Unpaid Invoices For Check Acct 01(GENERAL FUND) From 05/13/24 To 05/13/24

				Purchase	Discount	Amount	Check	Check
Vendor		Invoice	Invoice Description	Amount	Amount	Paid	Number	Date
PIC SHOV	THE PICK & SHOVEL INC	276915	Supplies/Materials	3,45				
PIC BHOV	THE PICK & SHOVEL INC	275420	Supplies/Materials	31.70	1.59	, <i></i>		//
PIC SHOV	THE PICK & SHOVEL INC	281015	Supplies/Materials	34.78	1.74			//
QUIRRE	RHONDA QUIRION	050824	Vendor Overpayment Refun	100,00	0.00			//
R DESROCH	DESROCHERS, INC.	16593	Crane Sov PB Tree Remova	4180.00	0.00			//
R R CHARL	R R CHARLEBOIS INC	IE47765	Parts	109.41	0.00			//
R R CHARL	R R CHARLEBOIS INC	IE47538	Parts	106.09	0.00			//
RAYS	RAY'S AUTO SERVICE	67650	PD Auto Repairs	73,80	0.00			//
RAYS	RAY'S AUTO SERVICE	67565	PD Auto Repairs	108.20	0.00			//
RAYS	RAY'S AUTO SERVICE	67567	PD Auto Repairs	80.32	0.00			//
RAYS	RAY'S AUTO SERVICE	67574	PD Auto Repairs	73.76	0.00			//
RAYS	RAY'S AUTO SERVICE	67572	PD Auto Repairs	80.32	0.00			//
RAYS	RAY'S AUTO SERVICE	67601	PD Auto Repairs	98.40	0.00			//
STICKS	STICKS & STUFF DERBY	134063	Supplies/Materials	168.96	0.00			//
STITZEL	STITZEL, PAGE & FLETCHER, P.C.	82799	Professional Fees	14677.79	0.00		*******	//
TAPLINSEP	TAPLIN SEPTIC SERVICE	1281	Rental	143.06	0.00	,		//
TAPLINSEP	TAPLIN SEPTIC SERVICE	1284	Rental	44.96	0.00			//
TAPLINSEP	TAPLIN SEPTIC SERVICE	1282	Rental	70.00	0.00			//
TETREAULT	TETREAULT'S MAPLE FARM, LLC	1.775	PB Wood	800.00	0.00			//
TROY	TROY OVERHEAD DOORS LLC	2882	Service Call/Repairs	150.00	0.00			//
UNITED AG	UNITED AG & TÜRF NE	10486058	Parts	82.47	0.00			//
UNITED AG	UNITED AG & TURF NE	10478747	Parts	15.51	0.00			//
VT TREAS	VERMONT STATE TREASURER	050124	Dog License Fees	670.00	0.00			//
VTELEC	VT ELECTRIC COOPERATIVE INC	060124	Electric Services	14491.23	0.00	, ,		//
VTSPRINGS	VERMONT SPRINGS LLC	043024 CT	C/T Water Supplies	77,70	0.00			//
VTSPRINGS	VERMONT SPRINGS LLC	043024 G	Garage Water Supplies	182,90	0.00			//
VTSPRINGS	VERMONT SPRINGS LLC	043024 C	Council Water Supplies	152.25	0.00			//
VTSPRINGS	VERMONT SPRINGS LLC	043024 PD	PD Water Supplies	380.65	0.00			//
W B MASON	W.B. MASON CO., INC.	245604262	Office Supplies	34.42	0.00			//
W B MASON	W.B. MASON CO., INC.	246202614	Office Supplies	30.73	0.00			//
WWTP UTI	CITY OF NEWPORT	061724	Account: 2220001	1770.19	0.00			//
WWTP UTI	CITY OF NEWPORT	06172024	Account: 2220003	565.37	0.00			//
WWTP UTI	CITY OF NEWPORT	06 17 24	Account: 2220002	42,17	0.00			//

05/10/2024 10:36 am

# City of Newport Accounts Payable Check Warrant Report # Current Prior Next FY Invoices Unpaid Invoices For Check Acct 01(GENERAL FUND) From 05/13/24 To 05/13/24

Page 4 of 4 stherrien

Purchase Discount Amount Check Check Vendor Invoice Invoice Description Amount Amount Paid Number Date Report Total 271,207.16 102.55 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 \$ \*\*\*271,104.61 Let this be your order for the payments of these amounts,

Fund Totals	Expenditures	Dis-Encumbrance
0	53,787.71	0.00
8	13,641.27	0.00
9	203,675.63	0.00
	271,104.61	0.00

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Download

Home (/DLLLicenseManagment/s/) Application Approve Reject DLL - Application - 43841 APPLICATION DETAILS RELATED INFORMATION Application Information External Status DLL - Application Id DLL-Application-43841 Business Entity Name Newport City Memphremagog Community Maritime, Inc. Historical Id Phone number: 1BOT Applicant Email feliciaupdyke@gmail.com (mailto:feliciaupdyke@gmail.com) License Application For Renewal Application Student Name Applicant Action Comments License/Permit Location Description Town Fee 0 Business Entity Phone 7146738331 Training Completion Record Designated Caterers Details Days Since Last Modified 1 Estimated time period for alcohol Name and address from whom you purchase Lease Expiration Date Liquor Liability Insurance Policy Number Landlord Email

Application sent to municipality Town Clerk/ Municipal Jurisdiction Application Type 1 First Class Boat License Mode of Training Town User Approval/Rejection Comments Eligibility of Tobacco Fee waiver Quantity of Alcohol required what purpose this alcohol is used to be Where is this alcohol to be used

Applicant Action Required

Town Payment Received

∨ Location Details

URL for Duties 🕕

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures 1

Physical Location Name

Northern Star

Physical Location Street 1

Fyfe Drive

Physical Location Street 2/Unit/Suite

Physical Location City/Town Newport Physical Location State Vermont Physical Location Zip

05855

		Shar	e an update			Share
71.				Q. Search this feet	L. *	· (c
***		3			201	
x 20						
Contact Violations	-		ollaborate here!	this recard.		
Violation Id ~	First Name	✓ Last Name	✓ Contact Role	✓ Offense	→ Date of Offense	
CV-5280 (https://dllportal.mv.v	Mark Hayes	Hayes		Prior Conviction F	Reported	
Application Documents						
Name		Document Type	✓ Ass	sosicated With	~	
D-06910 (https://dilportal.mv;vern	nont gov/DLLLicenseM.	Articles of Organization	Me	emphremagog Community Mariti	me. Inc. (/a4vt000000 • Viev	W

Created By

Felicia Updyke (/DLLLicenseManagment/s/profile/00582000002YQCtAAQ),



Home (/DLLLicenseManagment/s/)

Application

DLL - Application - 43842

Approve

Reject

Applicant Action Required

Town Payment Received

Download

#### APPLICATION DETAILS

#### RELATED INFORMATION

Application Information

DLL-Application Id

DLL-Application - 43842

Business Entity Name

Memphremagog Community Maritime, Inc.

Phone number:

Applicant Email

feliclaupdyke@gmail.com (mailto:feliciaupdyke@gmail.com)

Renewal Application

Student Name

Applicant Action Comments

License/Permit Location Description

Town Fee

0

Business Entity Phone 7146738331

Training Completion Record

Designated Caterers Details

Days Since Last Modified

Estimated time period for alcohol

Name and address from whom you purchase

Lease Expiration Date

Liquor Liability Insurance Policy Number

Landlord Email

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures 1

URL for Duties

∨ Location Details

Physical Location Name® Port Side Snack Bar

Physical Location Street 1

84 Fyfe Drive

Physical Location Street 2/Unit/Suite

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Historical Id

18OT

Application Type 1

License

Application For

First Class Boat License

Mode of Training

Town User Approval/Rejection Comments

Eligibility of Tobacco Fee waiver

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Physical Location City/Town Newport

Physical Location State

Vermont

Physical Location Zip

05855

5/8/2024 4:02 PM				
Post Question Poll				
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Created By

Felicia Updyke (/DLLLicenseManagment/s/profile/00587000002YQCtAAQ),

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



City of Newport 222 Main Street Newport, Vermont 05855

TO:

Jonathan Delabruere/City Manager

FROM:

Thomas L. Bernier/P.W. Director 73

DATE:

May 15, 2024

RE:

City Dog Park Request

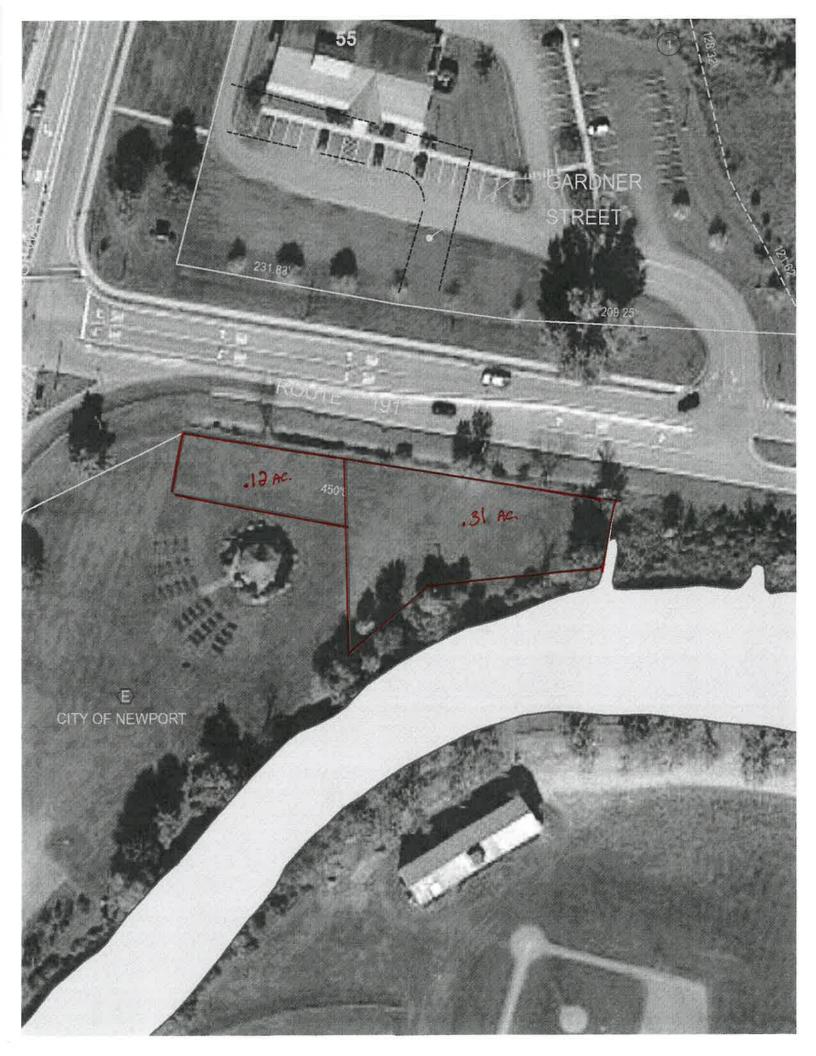
Jonathan,

I have been interested in locating a space in the city that we could build a city dog park. Unfortunately, we don't have much free space left in the city. While investigating dog parks most are generally a ½ acre minimal up to a few acres in size.

I am looking at the space behind the Causeway Bandstand where it was once used as the community gardens. I have mapped out this first area which covers .31 acre. We just removed a 4' high fence along the Gardner Park playground that could be reused to help close in this area. We may need a gate for access and some other materials to help create this park.

We could also expand it alongside the grandstand which could add an additional .21 acre to this park. I am also looking at grants that may help with future expansion or possibly another location for a city dog park.

I am looking for approval to build the city's first dog park on the Causeway behind the grandstand.



Agenda Item: Two permission's for Newport Downtown Development

1. Approval to fabricate Waterfront Recreation Path signage with the understanding that the Dept of Public Works will install them in a timely fashion.

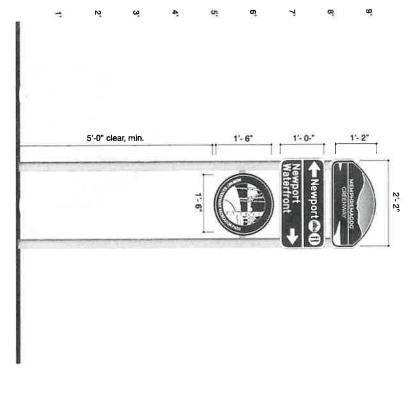
Council may remember that NCDD worked with Laura Dolgin and key staff from Northern Forest Center in 2022/2023 to create a wayfinding signage strategy for the Waterfront Recreation Path from the Gateway to the Beebe Plain border crossing. That design was completed almost a year ago.

Northern Forest Center was able to secure money to fabricate the necessary signs for the Waterfront Recreation Path as far as the beginning of the Beebe Spur Rail Trail. They have a contractor in Maine with whom they have worked before. With Mayor and Council's permission and a commitment that our Dept of Public Works will take responsibility to install the signs according to the plan that was approved last year, they will fabricate the signs and try to get them to us in the next four to six weeks.

Newport Downtown Development has attached the plan, which Council has seen before, in case you would like to take a look.

2. Permission Letter for Newport Downtown Development to use a portion of the VOREC grant to mitigate invasive species in Scott's Cove through a contract with Memphremagog Watershed Association.

This letter was already generated as a letter of support from the Council to Memphremagog Watershed Association. Because Newport Downtown Development is the lead applicant, we need another letter giving that permission to NDD instead of director to MWA. (See attached)



Sign Location: Install the sign opposite the terminous of the trail, at Fyfe Drive, facing the

Geo-location: 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection
Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS T-45 standard details.
A minimum of 2 horizontal braces welded to the posts located behind the sign panels. Also reference VTRANS detail T-45 for sign mounting with z-bars as horizontal bracing.



**Sign Location:** Build out entry plaza south of the trail, between the ashpalt and the steep slope. On the southeast edge of the the plaza facing Fyfe Drive. Locate appro. 10' from the trail and 12' from the road.

Geo-location: 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

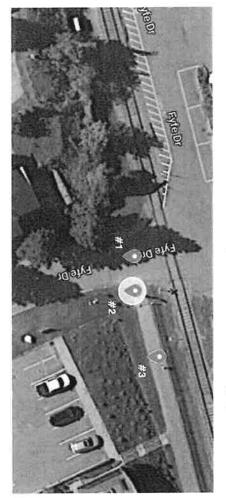
Color: Custom Colors unless specified as standard, text, border, and arrow to be white.

Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

**Reflectivity:** All signs to be printed on ASTM TYPE III (Class B reflective sheeting) **Posts and Mounting:** 2"x2" galv. steel square tubes as per VTRANS T-45 standard details. A minimum of 2 horizontal braces welded to the posts located behind the sign panels



**Sign Location:** Locate sign 50' east of Fyfe Dr. on the south side of the trail facing west. **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

1'- 6"

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffit and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS T-45 standard details. A minimum of 2 horizontal braces welded to the posts located behind the sign panels.



**Sign Location:** Locate sign at the south west quadrant of the the intersection with the cross trail, approximately 25' west of the intersection. Sign should face west. **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines.Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

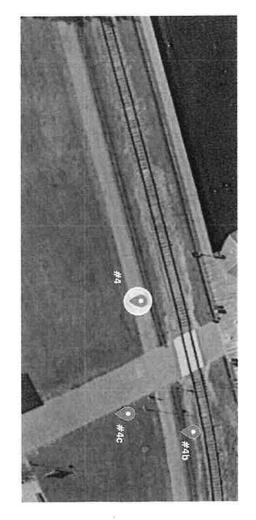
Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. Coating: Anti-graffiti and UV Protection

Fastener: Mount sign as per VTRANS specfications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details.



Geo-location: 44.93723, -72.20858 **Sign Location:** Locate sign at the south west quadrant of the the intersection with the cross trail, approximately 25' east of the intersection. Sign should face east.

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

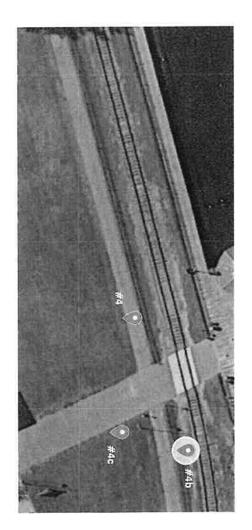
Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffit and UV Protection

proof hardware.

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting) Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details.



connector trail, facing south. Geo-location: 44.95452, -72.19753 Sign Location: Install the sign assembly 25' south of the Greenway, on the east side of the

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffit and UV Protection

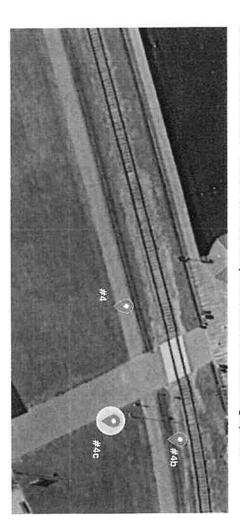
Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper proof hardware.

1'- 6"

outy Beach ebe Spur Trail

2'-6"

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS T-? standard details. minimum of 2 horizontal braces welded to the posts located behind the sign panels



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5'-0" clear, min.

Newport Wayfinding

**Sign Location:** Locate the sign the at the north west quadrant of the railroad crossing. The north facing sign should get a left arrow (M5-1), the south facing sign should get a straight arrow (M6-3).

Geo-location: 44.93668, -72.20649

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

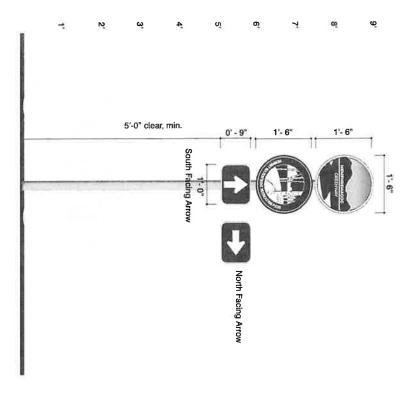
Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border: One .375" or as discrete by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details.





**Sign Location:** Locate the two-sided sign the at the north east quadrant of the railroad crossing. The north facing sign should get a right arrow (M5-1), the south facing sign should get a straight arrow (M6-3). **Geo-location:** 44.93657, -72.20636

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection

Fastener: Nount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details.



**Sign Location:** Place co-branded blaze on east side of trail facing northbound traffic. Use right arrow, M5-1. **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

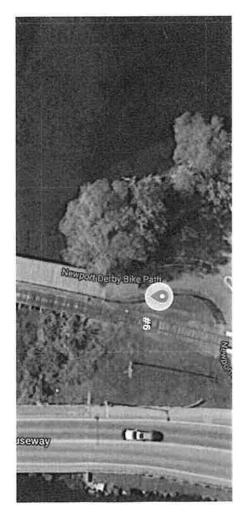
Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. Coating: Anti-graffiti and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware. Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting) Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details.



**Sign Location:** Place co-branded blaze sign assembly on west side of the trail facing south bound traffic. Right turn arrow, M5-1. **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7" minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal becament in relationship. placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

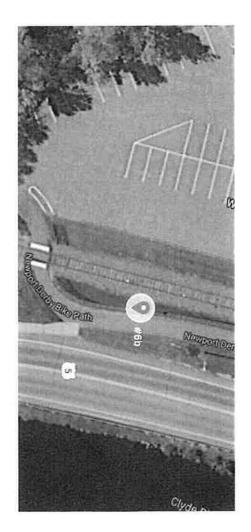
Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffit and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting) Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details.



**Sign Location:** Place cobranded blaze sign at south east corner of intersection on trail. **Geo-location:** 44.93914, -72.20534

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7 minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting) Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details.



**Sign Location:** Place cobranded blaze sign with no arrows at north east corner of intersection on trail. **Geo-location:** 44.93951, -72.20522

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2" of the travel way the bottom of the sign must be 7" minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details.



**Sign Location:** Place cobranded blaze sign at south east corner of intersection on trail. **Geo-location:** 44.94047, -72.20502

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

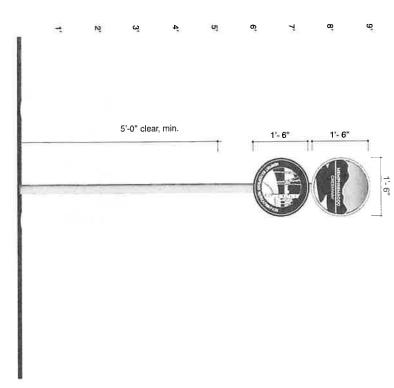
Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting) Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details. proof hardware.





Sign Location: Place cobranded blaze sign at north east corner of intersection on trail. Geo-location: 44.94072, -72.20487

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

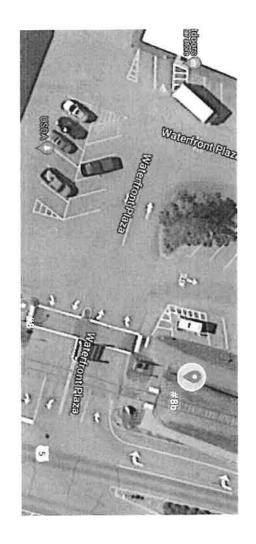
Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Coating: Anti-graffiti and UV Protection **Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications.

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting) Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details. proof hardware.



**Sign Location:** Locate cobranded blaze approximately 25' west of the intersection of Landing Street and the trail. Locate sign on the North side of Landing Street, sign facing east. Install sign with a straight arrow M6-3. **Geo-location:** 44.95452, -72.19753

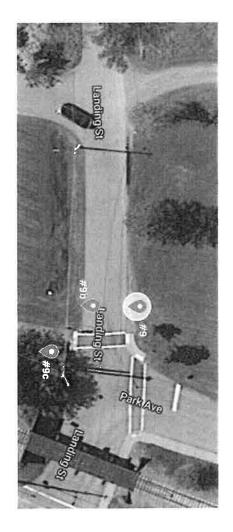
Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

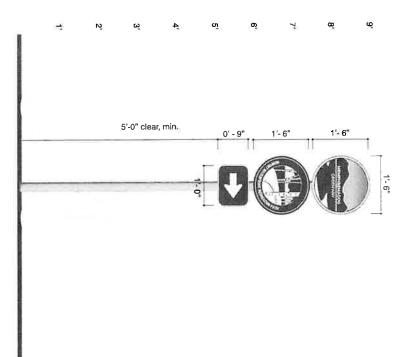
Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Coating:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting) Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS standard details. proof hardware.





**Sign Location:** Locate sign on the south side of landing street approximately 25' west of the trail intersection. Place sign facing west. Install the sign with a right turn arrow M6-1. **Geo-location:** 44.95452, -72.19753

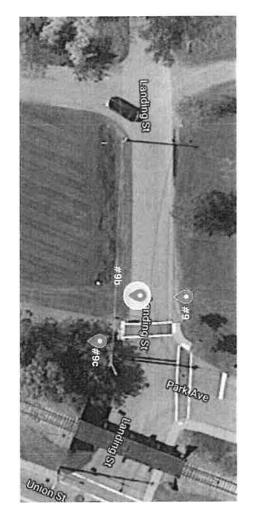
Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

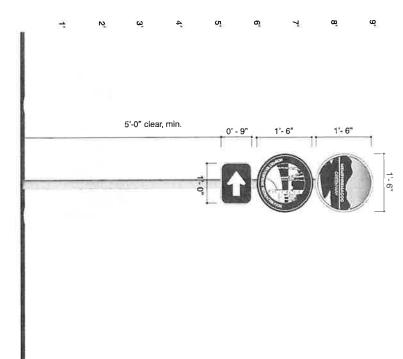
Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.





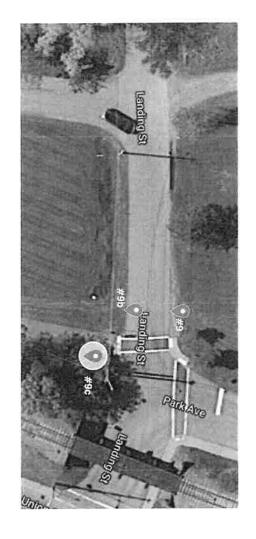
**Sign Location:** Locate cobranded blaze approximately 25' south of Landing st. Place sign on the east side of the trail. Include left turn arrow, M6-1. **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7" minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper



arrow M6-4. **Sign Location:** Install sign on the outside apex of the curve (southwest corner) so that it can be read by both westbound and southbound traffic. Install the sign with a bi-directional

Geo-location: 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection

Fastener: Mount sign as per VTRANS specifcations Section 645 with galvanized tamper



**Sign Location:** Place sign north of the Duchess Ave intersection on the east side of Broadway facing northbound traffic. Install with straight arrow M6-3. **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper



Sign Location: Install sign on the west side of broadway, facing southbound traffic. No arrow

Geo-location: 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

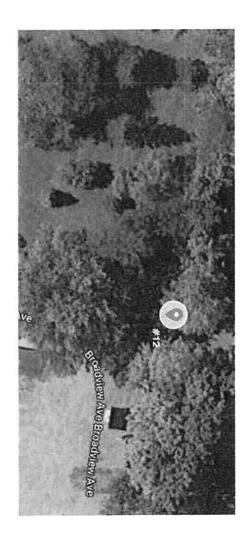
Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffit and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

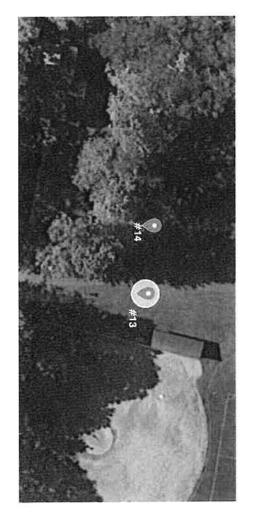


**Sign Location:** Place sign approx. 25' south of the sharp left turn on the east side of the trail, facing northbound traffic. Use left turn arrow (M6-1). **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. Coating: Anti-graffiti and UV Protection
Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper



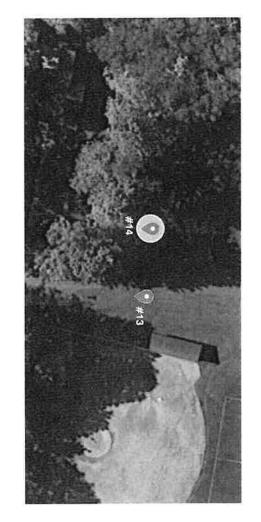
**Sign Location:** Install sign approximately 25' west of the trail intersection on the south side of the trail facing southbound traffic. Use Right arrow (M6-1). **Geo-location:** 44.95452, -72.19753

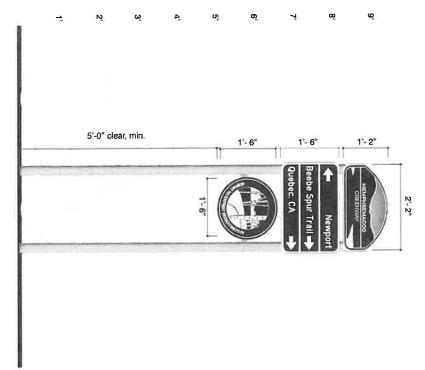
Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines.Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. Coating: Anti-graffiti and UV Protection Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.





**Sign Location:** Install MUTCD D1-36 on south side of trail, opposite spur trail. Use Memphremagog greenway banner sign, with 18" NWRP blaze. **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Posts shall be 2" galvanized square tube steel, as per the design guide. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS T-45 standard details. A minimum of 2 horizontal braces welded to the posts located behind the sign panels. proof hardware.



**Sign Location:** Two sided blaze on wood post - mount 18" MG and NWRP blazes to a wood post. Place post on east side of trail **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection
Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.



**Sign Location:**Two sided blaze on wood post - mount 18" MG and NWRP blazes to a wood post. Place post on east side of trail **Geo-location:** 44.95452, -72.19753

sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede signs shall be considered to the constant of the signs and should follow all VTRANS Spec Section 645 for the constant of the signs are signs as a sign of the signs are signs as a sign of the si Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

for horizontal placement in relationship to roadways.

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection
Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.



**Sign Location:** Place sign on the east side of the path approximately 25' before the intersection of Bluff Road. Use M6-1 right turn arrow. **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffit and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.



**Sign Location:** Memphremagog Greenway blaze with left turn arrow (M6-1). Locate sign on the south side of Bluff road facing eastbound traffic. **Geo-location:** 44.95452, -72.19753

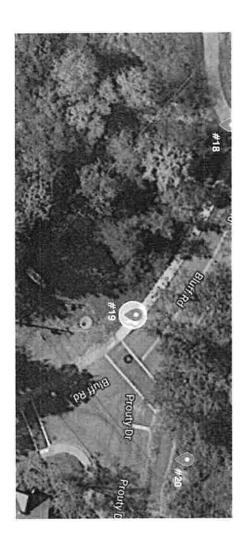
Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. Coating: Anti-graffiti and UV Protection Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.



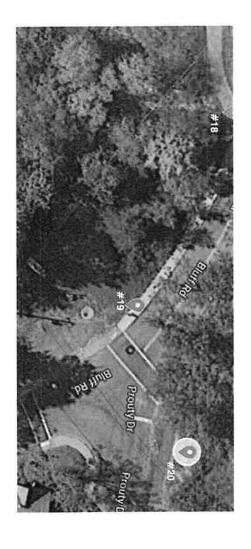
turn arrow (M6-1) Geo-location: 44.95452, -72.19753 Sign Location: Place sign on the north side of the path facing west bound traffic. Use left

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be cycle or vehicular traffic and should follow all VTRANS Spec Section 645 pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper



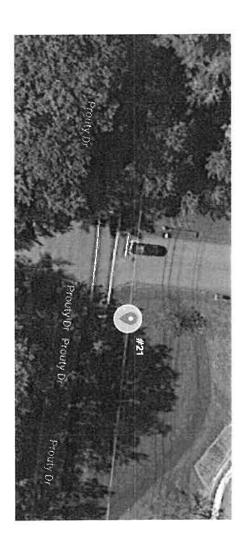
**Sign Location:** Place sign on the north side of the path. **Geo-location:** 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. Coating: Anti-graffiti and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper



**Sign Location:** Place sign on the north side of the path the intersection of Lakemont Road. **Geo-location:** 44.95452, -72.19753 (no arrows). Approximately 25' from

Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways. Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection Fastener: Mount sign as per VTRANS specfications Section 645 with galvanized tamper

proof hardware.



**Sign Location:** Install sign on north side of path approximately 50' west of trail turn on to Beebe Spur Trail.

Geo-location: 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be convenient traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

2'-2"

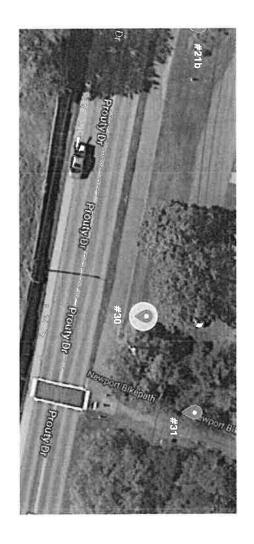
Edges: Routed, finished smooth.

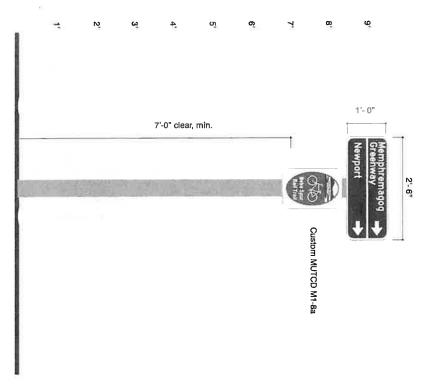
**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)

Posts and Mounting: 2"x2" galv. steel square tubes as per VTRANS T-45 standard details. A minimum of 2 horizontal braces welded to the posts located behind the sign panels.





**Sign Location:** Beebe Spur Trail. Install sign on west side of path approximately 50' north of trail turn on Prouty Drive. Locate sign so that trail users coming from north can read the sign.

## Geo-location: 44.95452, -72.19753

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 or horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-grafiti and UV Protection

Fastener: Mount sign as per VTRANS specfications Section 645 with galvanized tamper

proof hardware.

**Reflectivity:** All signs to be printed on ASTM TYPE III (Class B reflective sheeting) **Posts and Mounting:** 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



**Sign Location:** Locate sign facing northbound traffic approximately 25' from the intersection of Local road T-24. **Geo-location:** 44.96950, -72.18914

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

1:-0" 1'-6"

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

**Reflectivity:** All signs to be printed on ASTM TYPE III (Class B reflective sheeting) **Posts and Mounting:** 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



**Sign Location:** Locate sign facing southbound traffic approximately 25' from the intersection of Local road T-24 Geo-location: 44.96920, -72.18941

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

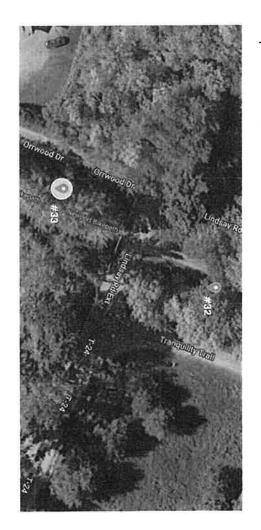
**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection

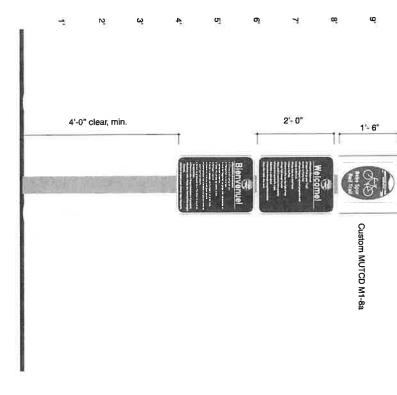
Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)

Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.





**Sign Location:** Locate sign facing southbound traffic approximately 25' from the intersection of private drive.

Geo-location: 44.98659, -72.186155

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

1'- 6"

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Anti-graffiti and Eventual Specifications Section 645 with galvanized tamper and the section of t

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)

Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



**Sign Location:** Locate sign facing north bound traffic approximately 25' from the intersection of Private Drive. **Geo-location:** 44.98687, -72.186037

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

1'- 6"

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Coating:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

as per VTRANS Section 675. proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)

Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation



**Sign Location:** Locate sign facing north bound traffic approximately 25' from the intersectio of N. Derby Road. **Geo-location:** 44.99756, -72.17964

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

1.6

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

**Edges:** Routed, finished smooth. **Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection

Fastener: Mount sign as per VTRANS specifcations Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)

Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



**Sign Location:** Locate sign facing southbound traffic approximately 25' from the intersectio of N. Derby **Geo-location:** 44.99739, -72.179838

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

1'-6"

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. Coating: Anti-graffiti and UV Protection
Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



**Sign Location:** Install south facing sign approximately 50' from N Derby Road intersection. **Geo-location:** 45.00529, -72.17229

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

**Edges:** Routed, finished smooth. **Color:** Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

**Posts and Mounting:** 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675. Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)



intersection. Sign Location: Install north facing sign approximately 30' south of N Derby Road

Geo-location: 45.00535, -72.17231

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede sign must be 7' minimum from adjacent grade). Signs shall be placed to sign section 645 pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

1:-0" 1'- 6"

Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)

Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



**Sign Location:** Locate sign facing westbound traffic. Place sign approximately 75' east of the beebe spur trail entrance.

Geo-location: 45.00551, -72.17180

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7 minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 or the control of the standard should follow all VTRANS spec Section 645 or the control of the standard should follow all VTRANS spec Section 645 or the standard should follow all vTRANS spec Section 645 or the standard should follow all vTRANS spec Section 645 or the standard should follow all vTRANS spec Section 645 or the standard should follow all vTRANS spec Section 645 or the standard should sho for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

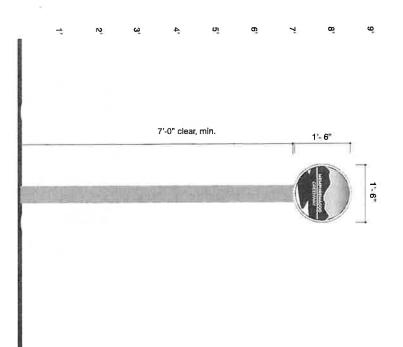
Color: Custom Colors unless specified as standard, text, border, and arrow to be white.

Border to be .375" or as directed by section 645 of the VTRANS specifications.

**Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specfications Section 645 with galvanized tamper

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675. proof hardware.





**Sign Location:** Place sign approximately 150 east of the end of the Beebe Spur Trail. **Geo-location:** 45.00542, -72.17138

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

**Edges:** Routed, finished smooth. **Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications.

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper Coating: Anti-graffiti and UV Protection proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



Sign Location: Locate sign facing westbound traffic. Place sign approximately .65 miles west of Beebe Road.

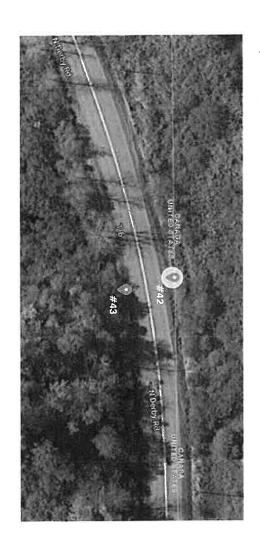
Geo-location: 45.00596, -72.15493

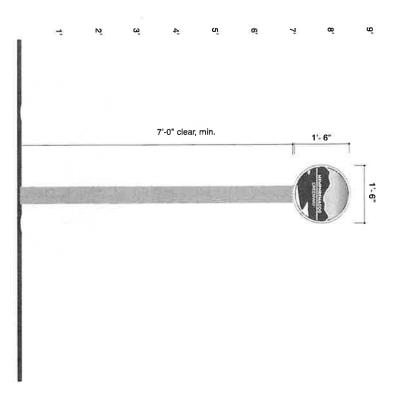
Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. Coating: Anti-graffiti and UV Protection Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

**Reflectivity:** All signs to be printed on ASTM TYPE III (Class B reflective sheeting) **Posts and Mounting:** 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675. proof hardware.





**Sign Location:** Locate sign facing westbound traffic. Place sign approximately .65 millies west of Beebe Road.

Geo-location: 45.00587, -72.15489

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

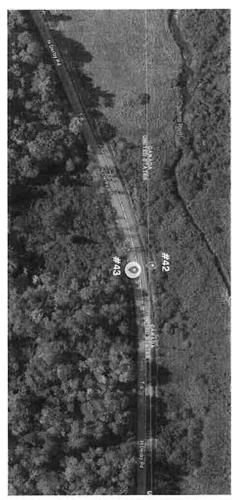
Edges: Routed, finished smooth.

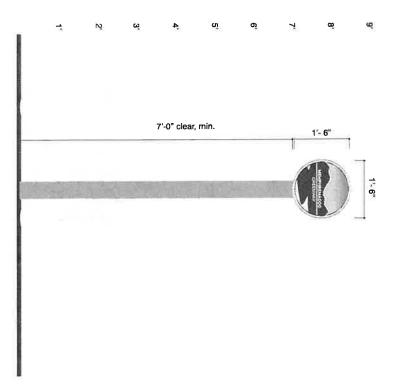
Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffit and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper







**Sign Location:** Locate sign facing westbound traffic. Place sign approximately 820' west of Beebe Road. **Geo-location:** 45.00510, -72.14493

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes

Edges: Routed, finished smooth.

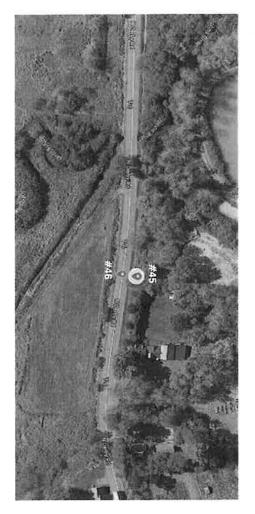
Color: Custom Colors unless specified as standard, text, border, and arrow to be white.
Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



**Sign Location:** Locate sign facing eastbound traffic. Place sign approximately 820 west of Beebe Road.

Geo-location: 45.00502, -72.14495

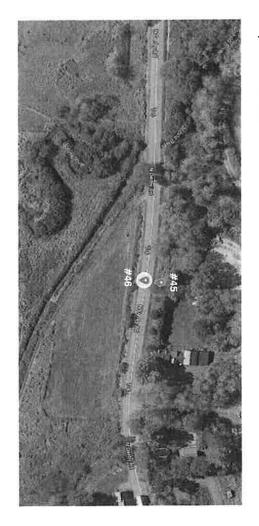
Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)
Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675. proof hardware.



**Sign Location:** Install sign approximately 75' west of T-6 and Beebe Road intersection. **Geo-location:** 45.00521, -72.14208

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

2-6

**Color:** Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications. **Coating:** Anti-graffiti and UV Protection **Fastener:** Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

**Reflectivity:** All signs to be printed on ASTM TYPE III (Class B reflective sheeting) **Posts and Mounting:** 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



1'-0" **IEMPHREMAGO** () ()

GREEN MEMPHREN

Geo-location: 45.00535, **Sign Location:** Locate double sided sign at northwest quadrant of the intersection of T-6 and Beebe Road. -72.14183

Installation: All signage material and installation shall comply with VTRANS specification section 675 and the MUTCD guidlines. Height: Vertical distance from the bottom of the sign to adjacent grade shall be determined by the criteria on VTRANS Specification Section 645 (typically if the edge of a sign is within 2' of the travel way the bottom of the sign must be 7' minimum from adjacent grade). Signs shall be placed to not impede pedestrian, bicycle or vehicular traffic and should follow all VTRANS Spec Section 645 for horizontal placement in relationship to roadways.

Sign Implementation and Maintenance Entity: Northern Forest Center Sign Panel Material: VTRANS approved 10 gauge aluminum. Fabrication Process: Router cut. Pre-drill mounting holes Edges: Routed, finished smooth.

Color: Custom Colors unless specified as standard, text, border, and arrow to be white. Border to be .375" or as directed by section 645 of the VTRANS specifications.

Coating: Anti-graffiti and UV Protection

Fastener: Mount sign as per VTRANS specifications Section 645 with galvanized tamper

proof hardware.

Reflectivity: All signs to be printed on ASTM TYPE III (Class B reflective sheeting)

Posts and Mounting: 4x4 pressure treated wood post with break-away accomodation as per VTRANS Section 675.



7'-0" clear, min.

May 20, 2024

To Whom it May Concern:

On May 20, 2024, Newport City Council voted to support Newport Downtown Development's proposed invasive species mitigation effort in Scott's Cove, which is bordered by the City property at Prouty Beach.

We understand that this effort, funded in part through a VOREC Grant for which Newport Downtown Development is the lead sponsor, will be carried out by Memphremagog Watershed Association.

Sincerely,

Linda Joy Sullivan, Mayor of the City of Newport



New England Waste Services of Vermont, Inc (NEWSVT) 21 Landfill Lane, Coventry, VT 05825 PO Box 348, Newport, VT 05855

May 13, 2024

Thomas Bernier City of Newport, VT 222 Main St Newport, VT 05855

> Re: Profile #31558 Approval for ADC at NEWSVT Landfill Generator: City of Newport VT – Gardner Park Redevelopment

Location: 155 Gardner Park RoadNewport, VT 05855

Dear Thomas:

The City of Newport, VT (hereinafter "Contractor/Owner"), hereby enters into an Agreement with New England Waste Services of Vermont, Inc. (hereinafter "NEWSVT"), whereby Contractor/Owner agrees to transport and dispose of all non-hazardous contaminated soil/ADC meeting Vermont Department of Environmental Conservation ("DEC") guidelines as Alternate Daily Cover (hereinafter "ADC") at the NEWSVT Coventry, VT facility (the "Landfill") and NEWSVT agrees to accept for disposal such non-hazardous contaminated soil/ADC at the Landfill. Arsenic and PAH contamination occurred at the Gardner Park site from the use of undocumented fill material to develop the municipally owned park and potential historical dumping at the site. The contaminated soil/ADC will be excavated by Contractor/Owner from the above referenced site in Newport, VT and transported to the Landfill for disposal pursuant to a Corrective Action Plan approved by DEC (the "Project").

This Agreement shall extend until the Project is completed, or upon the expiration of three (3) months from the date of this Agreement, whichever is sooner. This Agreement is contingent upon credit approval by NEWSVT and receipt of all necessary approvals from local, State and federal authorities, as the case may be. Upon execution of this Agreement, this document will serve as a binding Agreement between Contractor/Owner and NEWSVT.

Based on the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor/Owner and NEWSVT further agree as follows:

1. Acceptance. Contractor/Owner hereby recognizes, understands and agrees that the Landfill does not accept contaminated soil/ADC or other wastes that are hazardous. Contractor/Owner hereby represents and warrants to NEWSVT that all material to be disposed of by Contractor/Owner, estimated to be a total of 620 tons of non-hazardous waste material (arsenic and PAH contaminated soil), has been or shall be tested and, if necessary, certified or permitted by Contractor/Owner and/or other appropriate authorities prior to transport to the Landfill and that the acceptance of such material by the Landfill shall be in the Landfill's sole discretion, reasonably exercised. NEWSVT and the Landfill reserves the right to reasonably reject any of the material it finds unacceptable. Said rejection may occur at the Landfill or at the project site at any time (prior to, during or after the time of unloading), whereupon Contractor/Owner shall be responsible for the payment of any additional costs incurred by NEWSVT in order to remove and dispose

of any unacceptable material. Contractor/Owner represents and warrants that the materials meet the specifications in the Special Waste Characterization Profile form, signed by Katrina Mattice of Stone Environmental, as duly authorized agent/consultant of Contractor/Owner, on 5/3/24 (hereinafter the "Waste Profile") and that any changes in the material or the Waste Profile shall be communicated immediately to NEWSVT (Scott Sampson or designee). The Waste Profile is attached to this Agreement as Exhibit A and incorporated herein by reference. Contractor/Owner shall not deliver material to the Landfill that does not conform to the Waste Profile unless expressly agreed to in advance, in writing, by NEWSVT. Contractor/Owner shall be responsible for the payment of any additional, reasonable costs incurred by NEWSVT to remove and dispose of any unacceptable, hazardous material deposited at the Landfill.

- 2. Payment and Payment Terms. Contractor/Owner shall pay NEWSVT a fee of Forty-seven (\$47.00) dollars per ton for the disposal of the contaminated soil/ADC as alternate daily cover (hereinafter "ADC") at the Landfill. The disposal fee does not include any Vermont Solid Waste District fees, if applicable. NEWSVT shall invoice\*\* Contractor/Owner on a weekly basis setting forth the tonnage as weighed on independent State of Vermont certified scales. Contractor/Owner shall rely on the tonnage as determined and documented by NEWSVT and reported to Contractor/Owner on a weekly basis, unless there is a good faith basis to question the accuracy of the scales or of the tonnage reported, in which case Contractor/Owner may take reasonable steps to verify the same. Contractor/Owner agrees to make payment forthwith upon receipt of weekly invoices. Invoices not paid within thirty (30) days of their issuance shall accrue interest at the rate of one and one half percent (1 1/2%) per month retroactive to the invoice issuance date, and Contractor/Owner shall pay any and all costs incurred by NEWSVT for collection of unpaid balances including attorney fees. NEWSVT reserves the right to terminate the acceptance of contaminated soil/ADC for Contractor/Owner's failure to pay NEWSVT invoices in a timely manner.
- 3. Regulatory Compliance. Contractor/Owner shall comply with all existing or future requirements of federal, state and local laws, rules, regulations and ordinances applicable to the transport and disposal of non-hazardous contaminated soil/ADC material (hereinafter "Legal Requirements"), including but not limited to, the Legal Requirements of the Environmental Protection Agency, Vermont Department of Environmental Conservation, relevant provisions of Landfill permits held by NEWSVT, and relevant requirements of the U.S. and Vermont Departments of Transportation, and Labor, to the extent applicable to the transport and disposal of non-hazardous contaminated soil/ADC material. Contractor/Owner represents and warrants that it and any subcontractor has all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including, but not limited to, health and safety training, required to perform the services hereunder.
- 4. Force Majeure. NEWSVT shall bear no responsibility to Contractor/Owner, nor shall it otherwise be responsible to Contractor/Owner, for any failure to perform or delay in performance hereunder due to circumstances or events outside the control of NEWSVT, including without limitation, all acts of God, fire, unusually extreme weather, explosions, earthquakes, changes in local, state or federal law, or any changes in interpretation thereof, or any substantially similar circumstances or events.
- 5. Assignment. This Agreement may not be assigned by either party hereto without the prior written consent of the other party (which shall not be unreasonably withheld), and any such assignment or attempted assignment without such consent shall be void.
- 6. Successors. This Agreement shall inure to all successors and assigns.
- 7. **Modifications.** All amendments or modifications to this Agreement shall only be effective if in writing and signed by all parties hereto.

- **8. Waiver.** No waiver of the terms and conditions hereof shall serve as a subsequent waiver of such terms and conditions.
- 9. Jurisdiction. The law of the State of Vermont shall govern the validity, interpretation, construction and performance of this Agreement. Either party has the right to enforce the terms of the Agreement in a court of competent jurisdiction, but prior to commencing any legal action the parties agree to discuss their differences in good faith and, if direct negotiation is unsuccessful, to engage the services of a qualified, mutually agreeable mediator and to participate in good faith in the mediation process. The costs of mediation shall be shared equally between the parties.
- 10. Entire Agreement. This Agreement is the entire agreement between the parties, and may only be modified as provided in #7 above.
- 11. Insurance. The parties shall each carry Commercial General Liability, Workers Compensation, and Automobile insurance in reasonable amounts and coverages and shall provide certificates thereof to each other upon request.
- 12. Termination. This Agreement may be terminated prior to the end of the Term:
- a. by both parties upon mutual written agreement; or
- b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.
- 13. Indemnification. Contractor/Owner shall indemnify and hold NEWSVT and all officers, employees, directors, parents, affiliates and subsidiaries ("NEWSVT Indemnitees") harmless from any and all damages, costs, expenses, liabilities, fines, penalties or fees suffered or incurred by any NEWSVT Indemnitee or any third party due to Contractor/Owner's violation of any Legal Requirement, including but not limited to Contractor/Owner's delivery of material that does not conform to the Waste Profile.

If the foregoing represents your understanding of the Agreement, please execute the acknowledgement as provided below.

NEWSVT looks forward to providing services to you. Should you have any questions or require additional information, please contact Scott Sampson at 603-235-3597.

Sincerely

By:

NEWSVT Authorized Agent

Date:

Agreed and Acknowledged:

Linda Joy Sullivan, as Mayor

Ву

City of Newport Authorized Agent

Date:

<sup>\*\*</sup>Please notify NEWSVT if you would like a PO referenced on invoices. Billing cannot be edited once it is posted.

# Exhibit A – Waste Profile #3155 Approval of ADC at NEWSVT Landfill

5

Final Execution Copy

# **Special Waste Characterization Profile**



I. Requested Facility Choose all that ap	pply	#31558
☐ Massachusetts: Southbridge (Southbridge, MA)	☐ New York: Chemung County (Lowman, NY)	
Maine: Hawk Ridge (Unity, ME)	☐ New York: Clinton County (Morrisonville, NY)	
Maine: Juniper Ridge (Old Town, ME)	☐ New York: Grasslands (Chateaugay, NY)	
□ New Hampshire: NCES (Bethlehem, NH)	New York: Hyland (Angelica, NY)	
☐ Pennsylvania: McKean (Mt. Jewett, PA)	New York: Ontario County (Stanley, NY)	
■ Vermont: NEWSVT (Coventry, VT)	Other:	
II. Generator  Name: City of Newport, VT		
Mailing Address: 222 Main Street		
	State: Vermont ZIP Code: 05858	5
City: Newport	Disaster of Dublic Works	
Contact Name: Thomas Bernier		
Phone: 802.334.2124 Fax:	Email: thomas.bernier@newportvermont.org	
	atau ahaya	
III. Bill To Customer   Same as General		
Company Name:		
Billing Address:		
City:		
Contact Name:		
Phone: Fax:	Email:	
n		
IV. Consultant/Representative		
Company Name: Stone Environmental, Inc	Society Engineers	
Contact Name: Katrina Mattice		
Phone: 802.229.6434 Fax:	Email: kmattice@stone-env.com	
		4.4 11>
V. Delivery and Quantity	□ One-Time Event or □ On-Going	(Annually)
•	☐ Cubic Yards ☐ Other:	
Density of Waste (Approximate): 3000 Pounds Cubic Y	fard	
Delivery Vehicle: ☐ Roll-off ☐ Packer Truck ☐ Tractor 1	Trailer T Vac Truck E Other: Two-axle truck	
Hauler Name: City of Newport		
Visiting Address, 222 Main Street, Newport, VT 05855	Phone:	
Transporter Permit =: not applicable- City is hauling materi	ial generated within city limits (for State of Disposal	()
Previous Disposal Facility (Name): not applicable		
Application Was Submitted to/Approved by Another Disposal	l Facility (Name): not applicable	
VI. Waste Stream Information		
Common Waste Name: Arsenic and PAH soil	Dade Del	
Location or Address of Weste Generation Site: 155 Gardner i	Park No	
City: Newport State: VI	ZIP Code: Up855 County: Oneans	
Site Type:	7 Residential	
☐ Institutional ☐ Municipal ☐	7 Other:	

	thinged Process Description is attached as a separate document be as detailed as possible. Include a process flow diagram if available.			
Excavation of Arsenic and PAH contaminated soil. Arsenic and PAH contamination occurred from the use of undocumented fill material to develop the park and potential historical dumping at the site.				
b. Waste Description II Character Mag	Waste Description is attaching as a suparatil document			
Describe the source of contaminants and materials us	ed to generate the waste. Please be as specific and detailed as possible.			
Arsenic and PAH contamination from undocun and dated December 13, 2023 is attached to the	nented fill and historical dumping. A corrective action plan prepared by Nobis his waste profile to provide site characterization data.			
Describe all hazardous or nuisance properties associ	ated with the waste:			
Describe any special handling or disposal procedure None	rs:			
Consistency at 70°F: ■ Solid; ☐ Semi-Solid; ☐ Slu	dge; 🗆 Liquid; 🗇 Powder; 🗇 Other			
Ignitable (per 40 CFR 261.21): ☐ Yes 🔳 No				
Reactive (per 40 CFR 261.23): ☐ Yes ■ No				
Free Liquids:				
% Solids: 79.3-82.8				
Odor:none				
pH Range: 7.4-7.7				
Is the waste an EPA listed hazardous waste under 40				
Is the waste non-hazardous waste from a CERCLA s				
Is the waste considered hazardous in the state of original				
Is the waste a treated hazardous waste, a de-listed hazardous waste, a de-	izardous waste or subject to land disposal restrictions o			
c. Analytical D2ta At a minimum, full RCRA waste characterization and submittal of less comprehensive data. The <b>generator</b> i	alysis is required (§ 10 CFR 261) unless the applicant provides acceptable justification for is responsible for proper waste characterization.			
Is representative waste characterization analysis at	ttached?			
$\blacksquare$ Yes $\Rightarrow$ Please complete Appendix A of profile for	m.			
$\square$ No $\Rightarrow$ Please provide detailed explanation suppo	rting the use of generator knowledge in lieu of analysis:			
VII. Generator Certification				
materials is true and accurate; (3) the information provide accurately describes the waste stream to be delivered to the laboratory directly to discuss our attached waste stream any deviation in the source, composition, constituents or a	tative of the generator; (2) all information submitted on this form and on supplemental ad herein, including any supplemental information, such as laboratory analytical, SDS, etc., in facility and that all known or suspected hazards have been disclosed, (4) Casella can contact in. I understand that once the waste stream is approved by Casella based on this information, characteristics of the waste stream from the information described herein, may render the waste Casella. I further understand that any deviation from the information contained herein will it cessation of disposal.			
Signature (Generator):				
Name (Print): Katrina Mattice	Company: Stone Environmental, Inc			
Title: Senior Engineer	Date: 5/3/2024			

# Appendix A

#### **Additional Waste Stream Information**

It is the Generator's responsibility to properly characterize the waste and demonstrate it is classified as non-hazardous by State and Federal regulations.

1. Samples		
Samples collected and analyzed for was most recent approved EPA Method(s) (		nce with the EPA SW-846 Guidance Document and
Number of Samples: Grab 3	Composite	
Sample Source: X Boring(s)	_ Test Pit(s) Stockpiles(s) Core	e Container
Soil/remediation projects must includ	e a site map indicating area of excavation an	d sample locations.
2. Analysis		
Please indicate all chemical analysis pro the State the waste is to be disposed in,		testing must be performed by a laboratory certified in
Laboratory Name: Eurofins Rhod	e Island Laboratory Ac	creditation #: NELAP 2240/11452
Applicable Laboratory Report ID π's: 6		
Applicable Laboratory Report to "3"		
Minimum Requirements	Additional Requirements	Total Analysis AND Water Leaching
TCLP RCRA 8 Metals	■ Total TPH :	Procedure (ASTM) Method D3987
TCLP Volatile Organic	■ Total PAH's !	□ COD ™
Compounds (VOCs)	☐ Total Organic Halogens (TOX)	□ Total Solids '
■ TCLP Semi-Volatile Organic	□ Total BTEX	Total Volatile Solids
Compounds (SVOCs)	☐ TCLP Copper '	☐ Oil and Grease or Petroleum Hydrocarbons "
TCLP Herbicides	☐ TGLP Nickel <sup>3</sup>	7] Ammonia-Nitrogen
TCLP Pesticides	TCLP Zine 3	
Reactive Sulfide		Other
Reactive Cyanide	TCLP Vanadium '	□ Radiological analysis: U-238, RA-226,
Total PCBs	Total Sulfur/Sulfate	RA-228, TH-232, and K-40 by EPA test
	□ TCLP PCBs	procedure 901.1 dry weight analysis
■ % Solids (Moisture Content)	☐ Total Dioxins & Furans	expressed in pCi/g.
☐ Free Liquids (Paint Filter)		☐ Gamma field scans on the material and
■ Corrosivity by pH		expressed in uR/hr or uRem/hr.
🖪 Ignitability / Flashpoint		☐ Safety Data Sheets (SDS)
		7 Other
<ol> <li>Generator Knowledge State</li> </ol>	ment	
If the chemicul analysis provided does bused on generator's knowledge of the		provide an unalysis waiver request with justification
		ants of concern. Total analysis was performed
	I C DODA O	ants of concern. Total analysis was performed



New England Waste Services of Vermont, Inc (NEWSVT) 21 Landfill Lane, Coventry, VT 05825 PO Box 348, Newport, VT 05855

May 8, 2024

City of Newport, VT Thomas Bernier 222 Main St Newport, VT 05855

Re: 31558 Approval NEWSVT

Generator: City of Newport VT

Location: 222 Main St

Newport, VT 05855

х

Dear Thomas,

Clean Harbors Environmental Services (Norwell) hereinafter "Contractor/Owner") hereby enters into an agreement with New England Waste Services of Vermont, Inc. (hereinafter "NEWSVT"), whereby Contractor/Owner agrees to transport and dispose of all acceptable, non-hazardous Contaminated Soil/ADC meeting Vermont Department of Environmental Conservation ("DEC") guidelines as alternate daily cover (hereinafter

"ADC") at the NEWSVT Coventry, VT facility (the "Landfill"). The Contaminated soil / ADC will be generated by Contractor/Owner from the above referenced site in Newport, VT (the "Project"). This Agreement shall extend until the Project is completed, or upon three (3) months time from the date of this Agreement, whichever is sooner. This Agreement is contingent upon credit approval by NEWSVT and receipt of all necessary approvals. Upon your signature of this Agreement, this document will serve as a binding Agreement between Contractor/Owner and NEWSVT.

The Agreement shall be in accordance with the following terms and conditions:

- 1. Acceptance. Contractor hereby recognizes, understands and agrees that the Landfill does not accept Contaminated soil / ADC or other wastes that are hazardous. Contractor hereby represents and warrants to NEWSVT that all material to be disposed of by Contractor shall be tested by Contractor, and if necessary, be certified or permitted by Contractor, and that the acceptance of such material by the Landfill shall be in the Landfill's sole discretion. NEWSVT and the Landfill reserves the right to reject any of the material it finds unacceptable. Said rejection may occur at the Landfill or at the project site at any time (prior to, during or after the time of unloading), whereupon Contractor shall be responsible for the payment of any additional costs incurred by NEWSVT in order to remove and dispose of any unacceptable material. Contractor represents and warrants that the materials shall meet the specifications in the Special Waste Characterization Profile form, signed by Katrina Mattice, an authorized representative on 5/3/24, hereinafter, "Waste Profile" and that any changes in the material or Waste Profile shall be communicated immediately to NEWSVT and to Scott Sampson. Contractor shall not deliver material that does not conform to the Waste Profile unless expressly agreed to in writing by NEWSVT.
- 2. Payment and Payment Terms. Contractor/Owner shall pay NEWSVT a fee of Forty-seven (\$47.00) dollars per ton for the disposal of the Contaminated soil / ADC as alternate daily cover (hereinafter "ADC") at the Landfill. The disposal fee does not include any Vermont Solid Waste District fees, if applicable. NEWSVT shall invoice Contractor/Owner on a weekly basis setting forth the tonnage as weighed on independent state certified scales. Contractor/Owner agrees to rely on the tonnage as determined and documented by NEWSVT and reported to Contractor/Owner on a weekly basis. Contractor/Owner agrees to make payment forthwith upon receipt of weekly invoices. Invoices not paid within the our standard terms of thirty (30) days of their issuance shall accrue interest at the rate of one and one half percent (1 ½%) per month retroactive to the invoice issuance date, and Contractor/Owner shall pay any and all costs incurred by NEWSVT for collection of unpaid

balances, including attorney's fees. NEWSVT reserves the right to terminate the acceptance of Contaminated soil / ADC for Contractor/Owner's failure to pay NEWSVT invoices in a timely manner.

- 3. Regulatory Compliance. Contractor/Owner shall comply with all existing or future requirements of federal, state and local laws, rules, regulations and ordinances ("Legal Requirements"), including but not limited to, the requirements of the Environmental Protection Agency, Vermont Department of Environmental Conservation, Landfill permits held by NEWSVT, the U.S. and Vermont Departments of Transportation, and Department of Labor, as applicable to the transport and disposal of material. Contractor/Owner represents and warrants that it and any subcontractor has all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including, but not limited to, health and safety training, required to perform the services hereunder.
- 4. Force Majeure. NEWSVT shall bear no responsibility to Contractor/Owner, or shall otherwise be responsible to Contractor/Owner, for any failure to perform or delay in performance hereunder due to circumstances or events outside the control of NEWSVT, including without limitation, all acts of God, fire, unusually extreme weather, explosions, earthquakes, changes in local, state or federal law, or any changes in interpretation thereof, or any other such circumstances or events.
- 5. Assignment. This Agreement may not be assigned by either party hereto without the written consent of the other party (which shall not be unreasonably withheld), and any such assignment or attempted assignment without such consent shall be void.
- 6. Successors. This Agreement shall inure to all successors and assigns.
- 7. **Modifications.** All amendments or modifications to this Agreement shall only be effective if in writing and signed by all parties hereto.
- **8. Waiver.** No waiver of the terms and conditions hereof shall serve as a subsequent waiver of such terms and conditions.
- 9. **Jurisdiction.** The law of the State of Vermont shall govern the validity, interpretation, construction and performance of this Agreement. NEWSVT has the right to enforce the terms of the Agreement in a court of competent jurisdiction. NEWSVT shall be entitled to recover costs and reasonable attorney's fees associated with the enforcement of this Agreement.
- 10. Entire Agreement. This Agreement is the entire agreement between the parties, and may only be modified as provided in #7 above.
- 11. Insurance. Contractor/Owner shall carry Commercial General Liability, Workers Compensation, and Automobile insurance in amounts and coverages acceptable to NEWSVT and shall provide certificates thereof upon request.
- 12. Termination. This Agreement may be terminated prior to the end of the Term:
  - a. by both parties upon mutual written agreement; or
  - b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
  - c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

13. Indemnification. Contractor/Owner shall indemnify a directors, parents, affiliates and subsidiaries ("NEWSVT Indem expenses, liabilities, fines, penalties or fees suffered or incurred to Contractor/Owner's violation of any Legal Requirement, incommon fraction of material that does not conform to the Waste Profile.	by any NEWSVT Indemnitee or any third party due
If the foregoing represents your understanding of the Agreemen below.	at, please execute the acknowledgement as provided
NEWSVT looks forward to providing services to you. Should y information, please contact Scott Sampson at 603-235-3597.	ou have any questions or require additional
Sincerely,	,
Dennis Pantano	May 8, 2024
City of Newport, VT	
_ Duly Authorized Signature	
Name and Title	

PO#\_\_\_\_\_

<sup>\*\*</sup>Please notify NEWSVT if you would like a PO referenced on invoices.

Billing cannot be edited once it is posted.



April 28, 2024

City of Newort VT 222 Main St Newport, VT 05855

Re: Borrowings of \$315,000.00 Gardner Park Remediation

Dear Jim.

Thank you for the opportunity to provide you with pricing for the City's borrowing needs for the Gardner Park Remediation Project. We are pleased to offer the following options:

<u>Five year loan</u> at a fixed rate of 5.09% with monthly principal and interest payments of \$5,957.44.

Ten year loan at an initial rate of 5.37% fixed for 5 years, then adjusting for the remaining five years at the then Federal Home Loan Bank 5 year rate plus a margin of 1.10%. Initial monthly principal and interest payments of \$3,398.32.

Monthly payments are estimated based on the assumption that payments would begin 30 days after the loan disburses.

This offer is subject to the issue being tax exempt and subject to our normal underwriting requirements. As such, we will ask you to please provide a copy of the warning and certified results of the vote for the Town meeting when the Town budget was approved along with the same for the vote when this borrowing was approved if it was outside of the Town meeting. A current year to date Balance Sheet and Profit and Loss statement for the City will be requested as well.

If not accepted, this offer expires on May 31, 2024.

We appreciate this opportunity and are grateful for our relationship with the City. I look forward to working with you on this. Please do not hesitate to contact me with any questions you may have.

Sincerely,

Ellen Stanley Vice President

# The Gardner Park Playground remediation Project estimate:

\$84,439
\$29,140
\$3,912.59
\$3,000
\$1,500
\$2,500
\$500.00
\$3,500
\$4,000
\$1,600
\$5,000
\$3,360
\$6,000
<u>\$5,000</u>
<b>\$153,451</b>



#### REVISED - Grant Condition Response; Budget; SOW;

Mike Welch < Mwelch@nekcavt.org>

Fri, May 17, 2024 at 3:10 PM

To: Jonathan DeLaBruere <jonathan.delabruere@newportvermont.org>
Cc: "rebecca.therrien@newportvermont.org" <Rebecca.Therrien@newportvermont.org>, Thomas Bernier <thomas.bernier@newportvermont.org>, Mike Brown <recdirector@newportrecreation.org>

Good Afternoon Jonathan,

NVDA - When NCIC (the non-profit that I was employed with) wrote the VCDP Grant for the City of Newport back in 2018 - NVDA had agreed to administer this VCDP award. NVDA is a "Public Agency" as defined by VCDP regulations. The City can Designate a Public Agency (such as NVDA) to Administer and Manage the grant - without requiring a procurement process.

I had contacted David Snedeker and Alison Low at NVDA earlier this month inquiring if they had staff capacity to perform Admin and Project Management for this project. I did not have a chance to actually speak with David and Alison util this afternoon.

The reasons why I reached out to NVDA are:

- 1. NEKCA Capacity As we discussed earlier, the only reason NEKCA became involved is because I convinced them that I could perform all of the functions of my new job at NEKCA, while continuing to administer grants for the City of Newport. My position as Property Manager at NEKCA includes responsibility for managing over 2 dozen properties (leased and owned) throughout the NEKCA. NEKCA is currently in the process of purchasing two properties (P&S, Options, Financing, Loan/Grant Applications, ESA's, Appraisals, Environmental Review) leasing 2-3 new properties, and selling another all facets of these transactions are primarily my responsibility. I am the only person on NEKCA's staff to work on municipal grant administration/management.
- 2. NVDA has sufficient staff, expertise and experience in successfully managing grant-related construction projects. Staff at NVDA have managed many VCDP-CDBG Implementation Grant Awards.

I would strongly recommend contracting with NVDA for the Administration and Project Management for this VCDP Grant. The City has already committed funding for a contract with NEKCA through December 2024. Funds saved by not have NEKCA draw down for additional work on this project could be reallocated by the City for NVDA's contract amount (\$5,000).

I have attached the documentation that you may want to include with the City Council packet for discussion on response to the draft VCDP Grant Agreement.

I have attached the VCDP Form for Designating a Public Agency. The City Council does not need to act on this on Monday if this is too much to consider.

I am available to discuss at any time.

Sincerely,

Mike W.

# City of Newport, VT Responses to Draft Grant Agreement Vermont Community Development Program Grant # 07110-IG-2018-Newport-C-23 May 17, 2024

The City of Newport, Vermont does hereby offer the following responses to the Draft Grant Agreement for Grant # 07110-IG-2018-Newport-C-23;

Part 1 Grant Award Detail Section 1 #8 – Amend to 12/31/2024.

Part 1 Grant Award Detail Section 1 #19 — Match In-Kind: \$119,845 (See Revised Budget included with this Response).

Part 1 Grant Award Detail Section IV - Grantee Contact

Name: Jonathan DeLaBruere

Title: City Manager Phone: 802-334-5861

Email: Jonathan.delabruere@newportvermont.org

Attachment A (A) Administrator: Northeastern VT Development Association (NVDA)

Program Manager: Northeastern VT Development Association (NVDA)

Attachment A (B) Amend to:

The Grantee shall use VCDP funds together with Other Resources, as set out in the Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses, to redesign the existing playground at Gardner Memorial Park, a multi-use, multi-generational recreational facility located at 155 Gardner Park Road, Newport, VT 05855. After collapse of the EB-5 developments in 2016, the City spent the next few years gathering data to create a new vision for Newport one of a four-season outdoor recreational economy. All of the efforts point to a community in strong support of creating a robust outdoor recreational economy as a way to preserve the natural assets of the community and create a sustainable local economic engine that will revitalize Newport. One of the major catalysts for the focus on Newport's outdoor recreation economy is the development of a 7-mile waterfront recreational corridor linking downtown Newport to the existing 6-mile Beebe Spur Rail Trail, which leads north into Canada and connects to their system of high-use recreational trails. The City completed a "Waterfront and Downtown Master Plan" in the Fall of 2018 which includes recommendations regarding improvements to the playground and facilities in Gardner Park. The redesign of the play area will replace, consolidate and modernize structures with ADA and age-appropriate features; open more multi-purpose/greenspace; replace sand/stone with appropriate playground cover materials; install fencing; install an Insta-Splash splashpad to encourage safe, fully inclusive play and construct a new concrete sidewalk on the north side of Gardner Park Road to improve

pedestrian access and safety. The proposed improvement will provide new outdoor recreational opportunities, accessible and age-appropriate equipment for the younger generations and offer an environmentally safe and comfortable location to relax and play.

Activity Description (1) Public Facilities (Activity #1014):

The Grantee shall use VCDP funds together with the Other Resources as set out in the Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses to rehabilitate the existing Gardner Memorial Park Playground.

Attachment A (E-3) Prior to the first requisition of funds a copy of an adopted Form PM-4, Resolution to Designate a Public Agency, designating NVDA to perform General Administration (Activity 5013) and Program Management (Activity 1013).

Attachment A (F) Environmental Review Release Letter dated March 4, 2024.

Attachment B (4) Sources and Uses – The Other Resources total \$119,845 derived as follows: DPW Labor for Installation = \$11,280.00; DPW Equipment for Installation = \$5,440.00; DPW Materials (Concrete – Capital Budget) = \$10,000.00; Recreation Department Reserve Funds and Private Fundraising Proceeds and Cash already in-hand = \$93,125.00. (See Revised Budget included with this Response).

Attachment B (4)

Other Resources	<b>Funding Source</b>	Туре	Type Amount	Status		
Municipal Contribution (MUNI) Fundraising &			↔			
Reserve/Cash In-Hand	Local	Cash	103,125	Committed		
		Cash-In-Kin				
Municipal Contribution (MUNI) Labor & Equipment	Local	р	\$ 16,720 Committed	Committed		
Total Other Resources			\$ 119,845			
						Total
			VCDP			Activity
					Othe	
Activity	Program Area	CODE	Amount	MUNI	L	Costs
Public Facility Rehabilitation	Public_Facilities	1014	\$ 100,000	\$ 114,845		\$ - \$214,845
Program Management	Public_Facilities	1013		\$ 2,500		\$ 2,500
General Administration	Public_Facilities	5013		\$ 2,500		\$ 2,500
Total Costs			\$ 100,000	\$ 119,845	٠ \$٠	\$219,845
Percentage of Costs			47%	23%		

Federal Funds: \$100,000 (47%)

Local Funds: \$119,845 (53%)

# City of Newport Vermont Gardner Memorial Park Updated Scope of Work & Budget

VCDP Grant #: 07110-IG-2018-Newport C-23

May 15, 2024

#### Scope of Work:

The scope of the project will focus on the redesign of the existing playground site. Originally the City planned to expand and upgrade the Recreational Building/Bathroom facility utilizing Land & Water Conservation Funds (LWCF) and the Vermont Community Development Block Grant. However, in the Spring of 2023, the facility was badly vandalized. The City has filed an insurance claim and will use insurance to repair the building. As such, this component of the original VCDP request is being withdrawn.

Upgrades to the playground facility will include:

- Redesign of play area to consolidate and modernize structures and open more multi-purpose/green space
- Replacement of nearly all existing playground structures with ADA and age-appropriate features
- Removal of sand/stone surfacing replaced with wood chips
- Replacement of chain link parameter fence with low morgan rail style fence and landscaping
- Purchase and installation of a 40' X 40' Insta-Splash splash pad with ground features to encourage safe, fully inclusive play
- Construction of new concrete sidewalk on the North side of Gardner Park Road to improve pedestrian safety and access to the playground.
- Existing play structures such as swing sets that can be rehabilitated and repaired, resurfaced, and relocated within the new playground area.

This Gardner Memorial Park Improvement Project addresses the need for improved pedestrian access and safety; removal of hazardous play structures and inadequate playground surface – new playground surface will be wheelchair friendly; and incorporation of additional greenspace.

#### Timeline:

<u>Task</u>	Responsible Party	End Date 12/13/202
Final Corrective Action Plan Received	Consultant	3 02/08/202
Notice of Intent to Request Release	City	4

Of Funds (ENV-2018-Newport C-033) Updated SOW, Budget, & Timeline Submitted to VCDP

		02/29/202
Final Designs for CAP Construction	Stone Environmental	4
	Stone	03/15/202
Permitting (CAP)	Environmental/City	4
		02/15/202
Competitive Solicitation of Playground Equip	City	4
		06/30/202
DES Review/Approval (CAP Construction)	DES	4
		07/01/202
Playground Installation	City	4
		09/30/202
Playground Open and Park Complete	City	4

# Budget:

Cost	Cost category/item		Cost	
Α.	A. Grant administration			
	1.	NVDA		\$ 5,000.00
			Total	\$ 5,000.00

В.	Construction design and engineering		
	1.	Final Site Plan and Design (increased due to environmental/CAP) Estimated Expense of \$21,340 included with City CAP Funding	\$
	2.	Cost Estimating Estimated Expense of \$5,044 included with City CAP Funding	\$
		Total	\$

C.	On-site construction labor		
	1.	Skilled Labor: 2 Equip Operators 32 HRS Ea @ \$35 HR; 1 Truck Driver 16HRS @ \$34 HR; 3 Laborers 80HRS EA at \$34 HR; 1 Administrator/LayOut 8 HRS @\$42 HR  City of Newport Department of Public Works	\$ 11,280.00
		Total	\$ 11,280.00

D.	Cons	struction equipment	
	1.	1 Excavator 32 HRS @ \$80 HRS; Trucking 1280 CY 16 HRS @ \$60 HR; Track Loader 32 HRS @ \$60 HR City of Newport Department of Public Works	\$ 5,440.00
		Total	\$ 5,440.00

E.	Materials		
	1.	Concrete for Sidewalk; Topsoil around playground area (50 Ton = \$850); Hydro-Seeding	\$ 11,850.00
	2.	New Fence Split Rail	\$ 5,000.00

3.	Playground Structures; Insta-Splash Splash Pad (Cost Estimates in-hand)	\$ 152,445.00
4.	Landscaping, Benches, Trash Receptacles, Pavers for Path	\$ 28,830.00
	Total	\$ 198,125.00

F.	Other expenses not included above		
	1,	Other environmental expenses of \$68,862 included with City CAP Funding	

G. Summary of total project costs and funding sources			
	Total All Costs	\$ 219,845.00	
	Subtract total City match	\$119,845.00	
	Total grant request	\$100,000.00	

# Sponsor's Match Summary

	Source of match	Note if Donation or In-Kind	Value
1.	Dept. of Public Works In-Kind Labor (site prep, installation of playground, splash park, fence and landscaping)	In-Kind	\$ 11,280.00
2.	Dept. of Public Works In-Kind Equipment	In-Kind	\$ 5,440.00
3.	Dept. of Public Works Materials (Concrete Sidewalk –Capital Budget)	Cash	\$ 10,000.00
4.	City of Newport – Recreation Dept. Reserve; Carry-Forward; Capital Contributions in hand – Gardner Memorial Park	Cash	\$ 93,125.00
	Total City Match		\$ 119,845.00

#### MARINA SLIP RENTAL AGREEMENT

This Marina Slip Rental Agreement ("Agreement"), dated as of the last date a party signs below, is by and between the City of Newport, a Vermont municipality located in Orleans County (the "City"), and Newport Community Sailing Center Incorporated, a Vermont non-profit corporation with a principal place of business in Newport, Vermont ("NCSC"), for the dockage of vessels owned by NCSC at the City Dock. This Agreement is an addendum to the City Department of Parks and Recreation's 2024 rates and fees schedule for the Newport City Dock adopted on \_\_\_\_\_\_\_, ("Rates and Fees Schedule") and shall be incorporated therein and attached thereto as if this were adopted simultaneously with such rates and fees schedule. Where this Agreement and the Rates and Fees Schedule conflict, this Agreement shall govern.

#### 1. Dockage Fees.

- A. For summer seasonal dockage at the City Dock from May 3, 2024 through October 18, 2024, NCSC shall pay the City \$37.50/foot for boats nine feet (9') long or larger, \$37.50 per boat less than nine feet (9') long and \$37.50 per dinghy.
- B. The rates stated in subsection A (immediately above) represent a 50% discount from the rates stated in the Rates and Fees Schedule for the Newport City Dock.
- C. The dockage fee covering all NCSC boats to be docked at the City Dock shall be billed once per year, due and payable in-full on or before May 3, 2024.
- D. In addition to the seasonal dockage fee described in subsection A (above) and due on May 3, 2024, NCSC agrees to pay ten percent (10%) of NCSC's net revenue generated during the period from May 3, 2024 to October 18, 2024 which shall be due and payable to the City in full on or before November 1, 2024. The City, upon request, shall be entitled to review the financial records of NCSC from May 3, 2024 to October 18, 2024 to confirm the proper amount due on November 1, 2024.
- 2. Agreement Term. The term of this Agreement shall commence on May 3, 2024, and terminate on November 1, 2024, unless extended by mutual written agreement of the parties. Prior to any extension, NCSC shall have paid all amounts due under this Agreement, provided any requested financial documentation confirming all amounts due have been paid in full, and shall agree to pay Dockage Fees in accordance with the City's then-current and duly adopted City Dock rates and fees schedule.
- 3. Electricity Charges. NCSC does not require, and shall not use, any City Dock utilities including electricity.

- 4. Use of City Facilities. By this Agreement, NCSC agrees that it shall not use any City facilities at the City Dock other than the restrooms.
- 5. Removal. Upon expiration of this Agreement or default in NCSC's performance of any obligations hereunder, including but not limited to timely payment of all fees and charges, NCSC shall remove all its boats and any associated equipment from the City Dock at the sole cost and expense of NCSC. If NCSC fails to remove its boats and any associated equipment after the expiration of this Agreement, the City shall be entitled to:
  - Remove all boats from the slip or mooring and store it in any location, in a commercially reasonable manner at expense of NCSC.
  - Charge NCSC the current transient rate per day for as long as any NCSC boat remains at the City Dock.
  - Exercise any other right the City shall have at law, equity or admiralty.
  - Exercise any combination of, or all of the above remedies.
- 6. Notices: Any notices required under this Agreement shall be provided in writing, via first class mail or delivery in hand, to:

City of Newport Jonathan DeLaBruere, City Manager 222 Main Street Newport, VT 05855

Newport Community Sailing Center Incorporated Randy McGunnigle, President 38 3<sup>rd</sup> St., Unit 3 Newport, VT 05855

- 7. Release & Indemnification. NCSC hereby releases the City of Newport, its officers, Council members, employees, and agents, from all liability for personal injury, loss, or property damage, or death which NCSC, or its officers, employees, or agents, may experience in connection with this Agreement or use of the City Dock. Furthermore, NCSC shall indemnify and hold harmless the City, its officers, employees, and agents, from any liability for personal injury, loss, property damage, or death arising from any action of NCSC in connection with this Agreement or its use of the City Dock.
- 8. Registration and Insurance. NCSC shall provide proof of registration and insurance for all NCSC boats to be docked at the City Dock and shall maintain that registration and insurance for the duration of this agreement. NCSC shall

- provide 30 days' written notice to the City prior to the cancellation of insurance covering NCSC boats docked at the City Dock. The City may terminate this Agreement for failure to maintain insurance.
- 9. Assignment. NCSC shall not assign this Agreement (in whole or part) without the express written consent of the City.
- 10. Waiver of Rule of Construction. The parties hereto waive the benefit of any rule of that this Agreement is to be construed against one party or the other.
- 11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 12. Time is of the Essence. The parties hereto acknowledge that time is of the essence in the parties' compliance with the terms of this Agreement. Accordingly, the City and NCSC each expressly agree that in any instance where their respective cooperation, action and/or approval is required pursuant to this Agreement, such cooperation, action and/or approval will not be unreasonably withheld or delayed.
- 13. No Waiver. No failure to exercise, and no delay in exercising any right, power or remedy hereunder or under any document delivered pursuant hereto shall impair any right, power or remedy which the parties hereto may have, nor shall any such delay be construed to be a waiver of any of such rights, powers or remedies, or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any party hereunder be deemed a waiver of any default or breach subsequently occurring.
- 14. Compliance with Laws. NCSC shall comply with all applicable Federal, State and local laws. NCSC shall also comply with all applicable City rules and policies regarding use of the City Dock. NCSC shall not discriminate against any, subcontractor, employee, or applicant for employment because of race, color, gender, sexual orientation, religion, creed, national origin, ancestry, age, marital status, or disability.
- 15. Entire Agreement. This Agreement, along with all documents and policies incorporated by reference herein, constitutes the entire agreement between the City and NCSC regarding the NCSC's use of the City Dock and payment for said use. This Agreement supersedes and voids any prior representations and agreements (written or oral) related to the topics covered herein.
- 16. Amendment; Governing Law; Severability; Counterparts. This Agreement may only be amended by mutual written agreement of the parties. It shall be governed by the law of the State of Vermont. If any provision of this Agreement

is deemed unlawful or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in effect, and the parties shall reasonably cooperate in fulfilling its intent. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments. Such counterparts may consist of documents which are photocopies, portable document files, facsimile transmissions or similar production methods.

F NEWPORT	
s Duly Authorized Agent	Date
ORT COMMUNITY SAILING CENTER INCORPOR	RATED
s Duly Authorized Agent	Date
	s Duly Authorized Agent  ORT COMMUNITY SAILING CENTER INCORPOR  s Duly Authorized Agent

NET24-003 Marina Slip Agreement with NCSC



May 10, 2024

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

We are pleased to confirm our understanding of the services we are to provide City of Newport, Vermont for the year ended June 30, 2024.

#### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Newport, Vermont as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Newport, Vermont's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Newport, Vermont's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

#### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

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

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

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

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

#### Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

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

- 1) Improper revenue recognition
- 2) Management override of controls

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Newport, Vermont's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information.

You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### **Other Services**

We will also assist in preparing the financial statements of City of Newport, Vermont in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### Engagement Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Kittell, Branagan & Sargent and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kittell, Branagan & Sargent personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Regulator or its designee. The Regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Andrew M. Bachand, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately July 23, 2024.

Our fees for these services will be \$47,000 and an additional \$5,000 if a single audit is required. This fee is based on anticipated cooperation from your personnel in gathering and providing information requested, the assumption that unexpected circumstances will not be encountered during the engagement and the scope being consistent with the prior year, and everything being ready for the audit field work. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered bi-weekly as work progresses and are payable on presentation. Work may be suspended if your account balance becomes overdue and will not be resumed until your account is paid in full.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all unpaid invoices and any unbilled time expended and out-of-pocket expenditures through the date of termination.

#### Reporting

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

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

Very truly yours,

**RESPONSE:** 

KITTELL, BRANAGAN & SARGENT

This letter correctly sets forth the understanding of City of Newport, Vermont.
Management signature:
Title:
Date:
Governance signature:
Title:
Date:

attell Branagm & Lawnt

#### City of Newport

#### Audio/Visual Recording Policy

The City of Newport City Council, pursuant to the authority granted to it by the City of Newport Charter § 9 (24A V.S.A. Ch. 7, § 9) and 24 V.S.A. §§ 872, 1121 and 1122 to adopt rules relating to personnel administration, hereby adopts the following policy which shall be considered an addendum and part of the City of Newport Personnel Policy:

#### Section 1 - Purpose.

The purpose of this Policy is to inform all City of Newport Employees, including department heads, of the conditions under which the use of recording devices may be permitted and to foster trust and transparency in the workplace.

#### Section 2 - Definitions.

When used in this Policy, the following terms have the following meanings:

"City" means the City of Newport, Vermont.

"Recording," when used as a noun, means any audio and/or visual record, in electronic or other form, of human physical activities or human voices.

"Employee" includes all City personnel, including department heads and the City Manager, whether paid by the City or authorized City volunteers.

"Work Hours" means the time during an Employee's workday for which the City is obligated to compensate the Employee. For salaried Employees, "Work Hours" includes any time the salaried Employee is performing City business.

"Public Record" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired in the course of City business.

#### Section 3 - Scope.

This Policy shall apply to all City Employees including department heads and the City Manager.

#### Section 4 - No Secret Recording.

No Employee of the City shall make a Recording of conversations or activities with or of another Employee during Work Hours unless prior to the commencement of the Recording of the conversation or activity, all parties to the conversation or activity know that the conversation or activity is being recorded.

#### Section 5 — Exceptions.

The prohibition stated in Section 4 above, shall not apply to:

- a) Employees while making any Recordings that an Employee is required by law, regulation or other City policy to create;
- b) Employees while making Recordings of potential work safety concerns;
- c) City police officers while using Police Department issued recording devices while on duty in public or while on duty and responding to an incident, in compliance with law, regulation and other City policy; and
- d) the use and maintenance of recording equipment used in conjunction with City property security operations.

#### Section 7 - Situations When Recording Is Not Permitted.

An Employee may not record in any circumstances:

- a) Privileged communications with the City Attorney or conversations concerning privileged advice provided by the City Attorney;
- b) City trade secrets and other persons' or entities' trade secrets provided to the City in confidence;
- c) Conversations and activities concerning communications and information designated confidential by law; and
- d) Persons in lavatories.

#### Section 8 - Public Record Preservation.

- a) An Employee who makes a Recording that is a Public Record shall provide a copy of the Recording to the City Manager within two days of its creation. The City Manager shall download, catalog and store the Recording in accordance with the City Records Retention Policy.
- b) Recordings exempt from the prohibition against secret Recordings listed in Section 5(a), (b), and (d) that are Public Records shall be provided to the City Manager in accordance with subsection (1) of this Section.
- c) Recordings exempt from the prohibition against secret Recordings listed in Section 5(c) that are Public Records shall be provided to the City Chief of Police within two days of their creation. The Chief of Police shall

download, catalog and store such Recordings in accordance with the City Records Retention Policy.

#### Section 9 - With Whom Recordings May Be Shared.

Any Recording made by an Employee during Work Hours may only be shared with the recording Employee's supervisor, legal council, or union representative, or the City Manager, unless the recording Employee is otherwise required to provide the Recording by law or court order.

#### Section 10 - Consequences for Violation.

Any Employee that violates this Policy may be subject to discipline up to and including termination.

#### Section 11 - No Retaliation.

No Employee shall be reprimanded or disciplined for providing notice of intent to record a conversation or activity in compliance with this Policy.

#### Section 12 - Effective Date.

This Policy shall be effective upon adoption by the City Council.

Adopted by the Newport City Council on May \_\_\_\_, 2024

City Manager	(802) 334-5136
	334-3891
City Clerk/Treasurer	334-2112
3	334-3892
Public Works	334-2124
Zoning Adm./Assessor	334-6992
Recreation/Parks	334-6345
Fax	334-5632



City of Newport 222 Main Street Newport, Vermont 05855

TO: Jonathan/City Manager

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

DATE: May 17, 2024

RE: Laramie Water Resources Proposal

Jonathan,

Phil Laramie, Jason, and I sat down to discuss Phil's original proposal and what we felt we might be prepared to change from that proposal. His original proposal utilizing his crew and equipment included equipment maintenance throughout the facility, 12 sewer pump station wet well cleaning and service, annual water backflow certification, and consulting services for a total of \$52,585.

We would like to utilize just Phil's expertise on a one day a week service to work and train our staff on the equipment maintenance and service for a one-year contract. This would amount to \$35, 955 for the year.

This would allow us with our new crew to document all the maintenance procedures that should take place throughout the year. Our Wastewater facility, sewer pump stations, 2 well facilities, arsenic treatment facility, water booster station, reservoir, and water tower have a vast amount of operational maintenance and upkeep on a yearly basis.

I would like to continue to utilize Phil's knowledge and expertise to help guide us through this next year to ensure that we are maintaining our drinking water and water treatment infrastructure, safely, efficiently, and according to the State of Vermont guidelines. We want to continue to serve the residents with safe drinking water and water treatment.



# Proposal

June 14, 2024

Phil Laramie

DATE May 15, 2024
Proposal # 51524-02
Customer ID Newport City W&WW

Proposal valid until:

Prepared by:

Quote To:

Name

Tom Bernier

Company Name

City of Newport VT

Street Address

222 Main ST

City, ST ZIP Code Phone

Newport, VT 05855 802-334-2124

Description	AMOUNT
Consultant services of Licenced Wastewater Operator to assist with Operations, planning and training of City staff in routine and non routine maintenance at the Newport WWTF and Drinking Water System.	\$ 35,360.00
Annual Certification of 5 Backflow Preventers at WWTF	\$ 425.00
Annual Certification of 2 Backflow Preventers at Arsenic Plant	\$ 170.00
Additional Laramie Water Resources Staff and equipment will be made available if requested by the City of Newport on a time and materials basis at a labor rate of \$85/ hour / employee.	
2024 TOTAL	\$ 35,955.00
2024 Amount Due	\$ 35,955.00

#### Comments or special instructions:

Upon signature by both parties, this Proposal becomes a Contract between the City of Newport VT and Laramie Water Resources LLC. Contract period begins on date of signature for a period of 1 year. Payment for the full contract price is due on signature of this document.

Proposed by: Philip Laramie	Opilip Eavamil	Date	5/15/2024
Accepted by:		Date	

If you have any questions concerning this proposal, contact Phil Laramie, 802-487-0809, laramiewaterresources@gmail.com

THANK YOU FOR YOUR BUSINESS!

# Memo

To: The Newport City Council

From: Frank Cheney, Zoning Administrator

**Date:** May 16, 2024

**RE:** Planning Commission Appointments

#### **Newport City Developmental Review Board**

John Monette Chair
Denis Chenette
Carole O' Connell
Gina Cirelli Vice-Chair
Kevin Mead
Jay Walsh

The Newport City Planning Commission would like to thank the City Council for the opportunity to interview 2 interested candidates for potential appointment to the commission. Following an extended executive session and with unanimous consent members of the commission are making the following recommendations to the Newport City Council.

- 1) No new members are recommended for appointment to the commission.
- 2) The number of members remains at 6.
- 3) Institute a city-wide policy formalizing the procedure outlining the recruitment/appointment process for all public boards in Newport City which will ensure equal public access to membership and provide the appropriate level of transparency throughout.
- 4) If the council exercises its prerogative to disregard the above-mentioned recommendations and increase the number of authorized members of the Planning Commission, the members of the commission advise that membership be increased so that total membership is an odd number, and further recommends a total membership of 7 members. Additionally, if membership is to be increased, the Planning Commission strongly recommends, in the interests of transparency, that new position(s) be advertised as available, thus giving all members of the Newport community notice and opportunity to apply. Applications received to date would be considered further at that time.

Respectfully submitted,

The Newport City Planning Commission