

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



City of Newport
 222 Main Street
 Newport, Vermont 05855

**Newport City Council Meeting
 Council Meeting Agenda
 Monday, April 21, 2025, beginning at 6:00 p.m.
 Newport City Council Room**

**Google Meet joining info
 Video call link: <https://meet.google.com/zks-kckc-ghj>
 Or dial: (US) +1 573-621-2726 PIN: 160 015 007#**

Mayor Rick Ufford-Chase, President Kevin Charboneau, Council Members Carter Finegan, John Monette, Andrew Touchette and City Clerk/Treasurer James D. Johnson

1. Call the Council Meeting to Order
2. Additions/Deletions to the Agenda
3. Consent Agenda
 - a. Regular meeting minutes of April 7, 2025
 - b. AP Warrants 04 11 2025 and 04 18 2025
 - c. PR Warrants 04 17 2025
 - d. Liquor Licenses / Vendor Permits / Special Events -
 - i. Miso Hungry
 - ii. Cumberland Farms
 - iii. Eastside, Tavern, Le Belvedere
 - iv. Jaspers
 - v. Weds on the Waterfront
 - vi. American Legion
4. Request to name a Council Member as a back up/alternate for Representative Woodman Page, who serves as the Newport Rep to NEKCV Broadband
5. Stormwater Permit for Jackson/Stonewall Project
6. DRB Request to reduce from nine to seven members
7. Correspondence from CanUSA 360 Arts Collaborative

8. Executive Session to approve summer staff hires for Rec Department - 1 V.S.A. § 313(a)(3)
9. Declaration of Intent for TIF Preparation
10. Consideration of Bicycle/PED Scoping Study Grant
11. Special Task Forces - Verbal Reports/Requests:
 - a. Water and Sewer
 - b. Financial Reporting and Fiscal Practices
 - i. Cash Flow estimate Through end of FY 24/25
12. Comments by Members of the Public
13. New Business
14. Old Business
15. Set next meeting:
Special Council Meeting April 28, 2025 at 6:00 p.m. to consider recommendations from
Water and Sewer Task Force and Financial Reporting and Fiscal Practices Task Force
16. Adjourn

Council Minutes

April 7, 2025

A duly warned meeting of the Newport City Council was held on Monday, April 7, 2025 in the council room in the Newport Municipal Building. Present were Mayor Rick Ufford-chase (remote), Council President Kevin Charboneau, council members Carter Finegan (remote), Andrew Touchette, John Monette, City Clerk/Treasurer James Johnson, Zoning Admin. Frank Cheney, Chris Vachon, Brian Gray, members of the Press and Public.

Council President Charboneau called the meeting to order at 6:01 pm.

Additions/Deletions to the Agenda

None

Consent Agenda

AP Warrants, PR Warrants, Licenses, Permits. Mr. Touchette moved to approve the consent agenda. Seconded by Mr. Monette, motion carried.

Request to Establish Two Restricted Bank Accounts for USDA Grant Funds and Other Grant Funds

Mr. Monette moved to establish restricted bank accounts for USDA Grant Funds and other Grant Funds. Seconded by Mr. Touchette, motion carried.

Orleans County Housing Presentation by Brian Gray, Economic Development Coordinator, Newport Downtown Development

Mr. Gray gave a presentation on the need for affordable housing in Newport and Orleans County.

Special Task Forces Verbal Updates/Reports

Mr. Monette gave the update from the Water/Sewer Task Force, Ms. Finegan gave an update on the Financial Reporting and Fiscal Practices Task force.

Comments by the Public

None

New Business

Mayor Ufford-Chase talked about the cash flow concerns and the Line of Credit. Mayor Ufford-Chase noted meeting on Wednesday with the Auditors and Vermont Bond Bank.

Old Business

None

Next Meeting Date

Mr. Touchette moved to set the next meeting for April 21, 2025. Seconded by Mr. Monette, motion carried.

Adjournment

Mr. Touchette moved to adjourn at 7:48 pm. Seconded by Mr. Monette, motion carried.

Attested _____ THIS _____ Day of April 2025

Mayor

04/10/2025

City of Newport Accounts Payable

Page 1 of 3

09:36 am

Check Warrant Report # Current Prior Next FY Invoices

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Unpaid Invoices For Check Acct 01(GENERAL FUND) From 04/04/2025 To 04/11/2025

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AMAZON	AMAZON BUSINESS	1R4YX4FMQ9JF Office Supplies	28.99	0.00	-----,--	-----	--/--/--
AMAZON	AMAZON BUSINESS	1347ND3JRTL3 Supplies/Materials	4870.39	0.00	-----,--	-----	--/--/--
ATT MOBIL	AT&T MOBILITY	04062025 CM & PW Phone Svc	141.20	0.00	-----,--	-----	--/--/--
AVENU	AVENU INSIGHTS & ANALYTICS LLC	INVB-061154 Digital Recording	425.00	0.00	-----,--	-----	--/--/--
CP RAIL	CANADIAN PACIFIC RAILWAY COMPA	2000000758 Bike Path Lease 1051659	143.54	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	3120258 Sludge Disposal	1185.17	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	3121735 Sludge Disposal	3855.52	0.00	-----,--	-----	--/--/--
CASELLA	CASELLA WASTE MGT INC	3121724 Disposal	610.95	0.00	-----,--	-----	--/--/--
CHAMP	CHAMPLAIN VALLEY EQUIPMENT	CD44739 Parts	804.33	0.00	-----,--	-----	--/--/--
CLEAN WAT	CLEAN WATERS INC.	14251 WWTF Supplies/Materials	4884.09	0.00	-----,--	-----	--/--/--
COMCAST	COMCAST	041125 AP Arsenic Plant Internet	157.40	0.00	-----,--	-----	--/--/--
ENDYNE	ENDYNE INC	525885 Lab Services	75.00	0.00	-----,--	-----	--/--/--
ENDYNE	ENDYNE INC	525260 Lab Services	25.00	0.00	-----,--	-----	--/--/--
ENDYNE	ENDYNE INC	524821 Lab Services	20.00	0.00	-----,--	-----	--/--/--
ENDYNE	ENDYNE INC	525310 Lab Services	75.00	0.00	-----,--	-----	--/--/--
ENDYNE	ENDYNE INC	525443 Lab Services	60.00	0.00	-----,--	-----	--/--/--
HOLLAND	HOLLAND COMPANY, INC.	PI-32228 Supplies/Materials	5397.60	0.00	-----,--	-----	--/--/--
HOLLAND	HOLLAND COMPANY, INC.	PI-32227 Supplies/Materials	1290.00	0.00	-----,--	-----	--/--/--
				0.00	-----,--	-----	--/--/--
				0.00	-----,--	-----	--/--/--
JOHNJA	JAMES JOHNSON	041025 Reimbursement	100.00	0.00	-----,--	-----	--/--/--
JOLLY FAR	JOLLY FARMER	INV0028139 Landscaping Materials	903.59	0.00	-----,--	-----	--/--/--
LD OLIVER	L.D. OLIVER SEED CO., INC.	56581 Landscaping Materials	4027.32	0.00	-----,--	-----	--/--/--
MAGEE	MAGEE OFFICE PRODUCTS	650701 Office Supplies	185.93	0.00	-----,--	-----	--/--/--
MCMASTER	MCMASTER-CARR SUPPLY CO	42848903 Supplies/Materials	237.25	0.00	-----,--	-----	--/--/--
BROWMI	MICHAEL BROWN	033125 March Phone Reimbursemen	30.00	0.00	-----,--	-----	--/--/--
NADEAUS	NADEAU'S PLUMBING & HEATING IN	139723 WWTF Pump Repair	1363.51	0.00	-----,--	-----	--/--/--
NADEAUS	NADEAU'S PLUMBING & HEATING IN	139390 Garage Heater Repairs	1045.06	0.00	-----,--	-----	--/--/--
NWPT AMBL	NEWPORT AMBULANCE SERVICE, INC	227 April Ambulance Coverage	21426.16	0.00	-----,--	-----	--/--/--
AGWAY	NEWPORT FARM & GARDEN	T1-0222980 Supplies/Materials	129.95	0.00	-----,--	-----	--/--/--
				0.00	-----,--	-----	--/--/--
				0.00	-----,--	-----	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-180661 Credit Memo	-555.92	0.00	-----,--	-----	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-179484 Credit Memo	-44.00	0.00	-----,--	-----	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-179361 Parts	438.36	0.00	-----,--	-----	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-182036 Parts	203.79	0.00	-----,--	-----	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-182016 Parts	22.77	0.00	-----,--	-----	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-183632 Parts	141.88	0.00	-----,--	-----	--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-180990 Credit Memo	-99.91	0.00	-----,--	-----	--/--/--
OLDREP	OLD REPUBLIC SURETY GROUP	040425 C/T Bond	1575.00	0.00	-----,--	-----	--/--/--
PASSBK PD	PASSUMPSIC SAVINGS BANK	040725 Tower LOC	3573.06	0.00	-----,--	-----	--/--/--
PASSBK PD	PASSUMPSIC SAVINGS BANK	040125 GP Restoration	3783.01	0.00	-----,--	-----	--/--/--
PASSBK PD	PASSUMPSIC SAVINGS BANK	04012025 LOC Interest	6763.16	0.00	-----,--	-----	--/--/--
PASSBK PD	PASSUMPSIC SAVINGS BANK	041125 2023 PD Ford Explorer	1463.84	0.00	-----,--	-----	--/--/--
PEPINS	PEPIN'S TRUCK REPAIR INC	38467 Trench Box	1885.00	0.00	-----,--	-----	--/--/--
PEPINS	PEPIN'S TRUCK REPAIR INC	93009 Parts	7.16	0.00	-----,--	-----	--/--/--
PUMP CONT	PUMP CONTROL SOLUTIONS, LLC	1216 Pump Repairs	4243.90	0.00	-----,--	-----	--/--/--
GRUBRO	ROSS GRUBE	033125 Mileage Reimbursement	161.00	0.00	-----,--	-----	--/--/--
SOUTHBAY	SOUTH BAY SUPPLY	766808 Supplies/Materials	89.95	0.00	-----,--	-----	--/--/--
SOUTHBAY	SOUTH BAY SUPPLY	766500 Supplies/Materials	69.00	0.00	-----,--	-----	--/--/--

04/10/25

City of Newport Accounts Payable

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09:36 am

Check Warrant Report # Current Prior Next FY Invoices

stherrien

Unpaid Invoices For Check Acct 01(GENERAL FUND) From 04/04/2025 To 04/11/2025

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
SOUTHBAY SOUTH BAY SUPPLY	766897	Supplies/Materials	526.00	0.00	-----	-----	--/--/--
SOUTHBAY SOUTH BAY SUPPLY	766925	Supplies/Materials	245.18	0.00	-----	-----	--/--/--
SOUTHBAY SOUTH BAY SUPPLY	767060	Supplies/Materials	55.96	0.00	-----	-----	--/--/--
SOUTHBAY SOUTH BAY SUPPLY	767220	Supplies/Materials	669.42	0.00	-----	-----	--/--/--
ST ONGE'S ST. ONGE TRANSPORT INC.	18759	Trucking	840.00	0.00	-----	-----	--/--/--
STICKS STICKS & STUFF DERBY	149872	Supplies/Materials	51.96	0.00	-----	-----	--/--/--
STICKS STICKS & STUFF DERBY	149870	Supplies/Materials	266.63	0.00	-----	-----	--/--/--
STICKS STICKS & STUFF DERBY	149759	Credit Memo	-194.53	0.00	-----	-----	--/--/--
STICKS STICKS & STUFF DERBY	149956	Supplies/Materials	75.96	0.00	-----	-----	--/--/--
STICKS STICKS & STUFF DERBY	149535	Supplies/Materials	278.99	0.00	-----	-----	--/--/--
GRANITE THE GRANITE GROUP	17214658-00	Supplies/Materials	81.00	0.00	-----	-----	--/--/--
MEMPRESS THE MEMPHREMAGOG PRESS INC.	62414	Envelopes	628.00	0.00	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	318746	Supplies/Materials	38.97	1.95	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	318755	Supplies/Materials	1.90	0.10	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319020	Supplies/Materials	27.28	1.36	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319173	Supplies/Materials	28.99	1.45	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319519	Supplies/Materials	27.63	1.38	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319469	Supplies/Materials	10.99	0.55	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319460	Supplies/Materials	31.99	1.60	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319527	Supplies/Materials	110.15	5.37	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319352	Supplies/Materials	44.99	2.25	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319319	Supplies/Materials	154.57	7.73	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319312	Supplies/Materials	10.45	0.52	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	318727	Supplies/Materials	74.99	3.75	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319524	Supplies/Materials	10.69	0.53	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319791	Supplies/Materials	15.18	0.76	-----	-----	--/--/--
PIC SHOY THE PICK & SHOVEL INC	319825	Supplies/Materials	89.96	4.50	-----	-----	--/--/--
BERNIER T THOMAS BERNIER	040425	Official Bond	1585.00	0.00	-----	-----	--/--/--
UNITED AG UNITED AG & TURF NE	11007371	Parts	13.80	0.00	-----	-----	--/--/--
UNITED AG UNITED AG & TURF NE	02192025	Tires - Acot: 036857	497.32	0.00	-----	-----	--/--/--
UNITED AG UNITED AG & TURF NE	11004570	Parts	62.94	0.00	-----	-----	--/--/--
UNITED AG UNITED AG & TURF NE	11009032	Parts	146.98	0.00	-----	-----	--/--/--
VT RUSTIC VERMONT RUSTIC RAILINGS	270962	Fencing Materials	6912.00	0.00	-----	-----	--/--/--
VT TREAS VERMONT STATE TREASURER	033125	Marriage License Fees	260.00	0.00	-----	-----	--/--/--
VIKING CI VIKING-CIVES USA	4542367	Supplies/Materials	82.37	0.00	-----	-----	--/--/--
VRWA VRWA	19617	Registration	80.00	0.00	-----	-----	--/--/--
VRWA VRWA	19635	Registration	64.00	0.00	-----	-----	--/--/--
VRWA VRWA	19614	Registration	80.00	0.00	-----	-----	--/--/--
VRWA VRWA	19491	Registration	16.00	0.00	-----	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	042525	Electric Services	10221.02	0.00	-----	-----	--/--/--
VTELEC VT ELECTRIC COOPERATIVE INC	050225	Electric Services	3205.05	0.00	-----	-----	--/--/--
W B MASON W.B. MASON CO., INC.	253192646	Office Supplies	22.99	0.00	-----	-----	--/--/--
W B MASON W.B. MASON CO., INC.	253158977	Office Supplies	17.29	0.00	-----	-----	--/--/--
WESTMARIN WEST MARINE PRO	2912989	WF Supplies/Materials	60.18	0.00	-----	-----	--/--/--

04/10/2025

09:36 am

City of Newport Accounts Payable

Check Warrant Report # Current Prior Next FY Invoices

Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 04/04/2025 To 04/11/2025

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stherrien

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			105,489.24	33.80	0.00		

CITY COUNCIL

To the Treasurer of City of Newport, We Hereby certify
that there is due to the several persons whose names are
listed hereon the sum against each name and that there
are good and sufficient vouchers supporting the payments
aggregating \$ ***105,455.44
Let this be your order for the payments of these amounts.

04/14/25
08:30 am

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01(GENERAL FUND) From 04/18/25 To 04/18/25

Page 1
stherrien

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
PSB VISA FIRST BANKCARD	041425 CM	Supplies/Materials	611.13	0.00	-----,--	-----	--/--/--
PSB VISA FIRST BANKCARD	041425 TB	Supplies/Materials	215.80	0.00	-----,--	-----	--/--/--
PSB VISA FIRST BANKCARD	041425 NR	Supplies/Materials	657.37	0.00	-----,--	-----	--/--/--
VLCT PROP VLCT PROPERTY & CASUALTY INS.	10705	Property & Casualty & WC	101969.13	0.00	-----,--	-----	--/--/--
Report Total			103,453.43	0.00	0.00		

CITY COUNCIL



To the Treasurer of City of Newport, We Hereby certify
that there is due to the several persons whose names are
listed hereon the sum against each name and that there
are good and sufficient vouchers supporting the payments
aggregating \$ ***103,453.43
Let this be your order for the payments of these amounts.

04/15/25
02:00 pm

City of Newport Payroll
Check Warrant Report #
Check date 04/17/25 to 04/17/25

Page 1 of 2
stherrien

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
BENND0	BENNETT, DONNA J.	21685	04/17/25	473.69	0.00
BERNTH	BERNIER, THOMAS L.	E2089310	04/17/25	0.00	2465.35
BINGTR	BINGHAM, TRAVIS R.	E2089286	04/17/25	0.00	2214.99
BORSSA	BORSARI, SAMUEL J.	21680	04/17/25	1714.88	0.00
BOUCBE	BOUCHER, BENJAMIN G.	E2089311	04/17/25	0.00	1481.68
BRASAR	BRASSARD, ARNOLD J.	21687	04/17/25	364.60	0.00
BROWMI	BROWN, MICHAEL E.	E2089324	04/17/25	0.00	1706.22
BRYASC	BRYANT, SCOTT A.	E2089299	04/17/25	0.00	1281.05
BURDRO	BURDICK, ROBERT A., JR	E2089312	04/17/25	0.00	1381.66
CARRER	CARRIER, ERIC A.	E2089319	04/17/25	0.00	2068.00
CHENFR	CHENEY, FRANCIS E., III	21679	04/17/25	2097.47	0.00
CHURRO	CHURCHILL, ROBYN D. H.	E2089283	04/17/25	0.00	1429.90
CLONVA	CLONEY, VAUGHN M., III	E2089327	04/17/25	0.00	194.07
COLLDA	COLLINS, DANIEL F.	21681	04/17/25	1703.90	0.00
DEUYCO	DEUYOUR, CODI L.	E2089329	04/17/25	0.00	36.56
DILLTR	DILLON, TRAVIS J.	E2089313	04/17/25	0.00	1808.38
FINNPA	FINN, PATRICK W.	E2089325	04/17/25	0.00	1460.55
FLYNKU	FLYNN, KURK O.	E2089300	04/17/25	0.00	2619.31
GAGELA	GAGE, LARRY L., JR	E2089314	04/17/25	0.00	1590.00
GONYAN	GONYAW, ANDREW T.	E2089287	04/17/25	0.00	2413.99
GOSSRO	GOSSSELIN, ROBERT J.	E2089328	04/17/25	0.00	1329.16
GOSSROG	GOSSSELIN, ROGER M.	E2089306	04/17/25	0.00	661.42
GRENLE	GRENIER, LEO C., III	21682	04/17/25	1871.34	0.00
GRUBRO	GRUBE, ROSS E.	E2089320	04/17/25	0.00	1536.32
GUYEDA	GUYER, DAVIS M.	E2089288	04/17/25	0.00	1854.09
HARTER	HARTMAN, ERIC P.	E2089315	04/17/25	0.00	1255.69
HERMJA	HERMAN, JASON M.	E2089321	04/17/25	0.00	1971.83
HORNDU	HORNE, DUSTIN J.	E2089304	04/17/25	0.00	930.69
JACODA	JACOBS, DAVID M.	E2089305	04/17/25	0.00	175.82
JACOTA	JACOBS, TANNER D.	E2089289	04/17/25	0.00	1678.57
JOHNJA	JOHNSON, JAMES D.	E2089284	04/17/25	0.00	1767.78
KEITNI	KEITHAN, NICHOLAS N.	E2089290	04/17/25	0.00	1647.08
LACOKE	LACOSS, KEVIN W.	E2089308	04/17/25	0.00	532.78
LANCRJ	LANCASTER, ROYCE J., JR	E2089316	04/17/25	0.00	1419.72
LANCRO	LANCASTER, ROYCE E., SR	E2089291	04/17/25	0.00	2015.34
LECLJJ	LECLAIR, JAMES A., JR	E2089292	04/17/25	0.00	2009.47
LEINEM	LEINOFF, EMILY R. L.	E2089301	04/17/25	0.00	1884.84
LILLJO	LILLIS, JOSHUA S.	E2089293	04/17/25	0.00	1860.26
MARCCO	MARCOUX, COREY J.	E2089317	04/17/25	0.00	910.11
MARSJA	MARSH, JARED A.	E2089323	04/17/25	0.00	1536.85
MAYHCO	MAYHEW, COLLEEN A.	21684	04/17/25	271.93	0.00
MCKEDO	MCKENNY, DOUGLAS G., JR	21683	04/17/25	1543.79	0.00
MILLER	MILLER, ERIC R.	E2089302	04/17/25	0.00	1824.21
MORIJO	MORIN, JONATHAN L.	E2089294	04/17/25	0.00	2234.12
MOULCH	MOULTON, CHARLES D.	E2089295	04/17/25	0.00	3474.98
PATEAN	PATENAUDE, ANDREW M.	E2089318	04/17/25	0.00	1714.29
QUARHE	QUARLES, HENRY A., III	E2089322	04/17/25	0.00	705.11
RIVENI	RIVERS, NICHOLAS R.	E2089296	04/17/25	0.00	2310.95
RONDJO	RONDEAU QUARMBY, JOSEE	E2089326	04/17/25	0.00	640.37
ROWEJO	ROWE, JONATHAN M.	21688	04/17/25	344.77	0.00

04/15/25
02:00 pm

City of Newport Payroll
Check Warrant Report #
Check date 04/17/25 to 04/17/25

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stherrien

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
SMITCO	SMITH, CODY M.	E2089297	04/17/25	0.00	1231.47
SMITGR	SMITH, GREGORY P.	21686	04/17/25	512.22	0.00
SYKECO	SYKES, COLIN S.	E2089298	04/17/25	0.00	1590.76
THERST	THERRIEN, STACEY L.	E2089285	04/17/25	0.00	1092.87
WALTKR	WALTERS, KRISTEN L.	E2089307	04/17/25	0.00	408.62
WELLMO	WELLS, MONICA R.	E2089303	04/17/25	0.00	1282.39
YOUNJE	YOUNG, JEFFREY R.	E2089309	04/17/25	0.00	1634.63
				10898.59	71274.30

To the Treasurer of City of Newport Vermont:

We hereby certify that there is due to the several persons whose
names are listed hereon the sum against each name and that
there are good and sufficient vouchers supporting the payments
aggregating \$ **82,172.89

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

City Council:

NEWPORT CITY TRANSIENT MERCHANTS AND ITINERANT VENDORS APPLICATION

PLEASE ANSWER ALL APPLICABLE QUESTIONS

No. _____ Date 3-30-25
 Name(s) Jordan Antonacci SSAN _____
 Business Name Mrs. Hungry Roman LLC Phone No. 503-605-4474
 Address 1249 N. Hill Rd. Westfield, VT 05874
 Date of Birth 12-10-87 Place of Birth NY

Have you ever been convicted if any misdemeanor, felony or violation of any municipal ordinance? NO If yes, please explain: _____

Name, address, and phone no. of current employer, if applicable: _____

Gross Receipts No. _____ Food Peddler's State License No. _____

Vehicle Registration No. 50 PBC 1425 JLN 2508 License Plate No. ATC151

Type of Goods Being Sold Japanese Origami

Description of Cart, Stand or Vehicle Food trailer

Proposed Location Wednesdays on the Waterfront

Length of Time For Which To Do Business 5-8:30

Pictures Enclosed? yes Insurance Info fully licensed 4-million mg policy

FOR OFFICE USE ONLY

Type of License: Central () General () Vehicle ()

Fee Due: _____ Fee Paid: _____ Duration _____

Temporary Issued _____ to _____ Atty _____

License Approved _____
 Signature _____ Title _____ Date _____

Dated Valid _____ to _____ Notes _____

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

Application
DLL - Application - 55943

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 55943

Business Entity Name

Cumberland Farms of Vermont, Inc.

Applicant Email

vt-retail-licensing@eg-america.com (<mailto:vt-retail-licensing@eg-america.com>)

Business Entity Phone

5082716674

Renewal Application

Foundational License

[LP-011813 \(/DLLLicenseManagement/s/detail/a5At0000000CnWEEAO\)](#)

Town Fee

0

Application Fee

50.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹URL for Duties ¹

Send Approval Email

▼ Location Details

Physical Location Name ¹

Cumberland Farms #8001

Physical Location Street 1

535 East Main Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport City

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ¹

Permit

Application Category

Tobacco

Application For

Tobacco Substitute Endorsement

Historical Id

TSEP

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-016049 \(/DLLLicenseManagement/s/detail/a0At0000002ZMWIEAO\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

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

Application
DLL - Application - 58274

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 58274

Business Entity Name

Cumberland Farms of Vermont, Inc.

Applicant Email

vt-retail-licensing@eg-america.com (mailto:vt-retail-licensing@eg-america.com)

Business Entity Phone

5082716674

Renewal Application

Foundational License

[LP-011812 \(/DLLLicenseManagement/s/detail/a5At0000000CnWDFAO\)](#)

Town Fee

0

Application Fee

110.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹URL for Duties ¹

Send Approval Email

▼ Location Details

Physical Location Name ¹

Cumberland Farms #8001

Physical Location Street 1

535 East Main Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport City

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ¹

License

Application Category

Tobacco

Application For

Tobacco License

Historical Id

TOBC

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-016049 \(/DLLLicenseManagement/s/detail/a0At0000002ZMWJFAO\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

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

Application
DLL - Application - 55490

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 55490

Business Entity Name

Cumberland Farms of Vermont, Inc.

Applicant Email

vt-retail-licensing@eg-america.com (<mailto:vt-retail-licensing@eg-america.com>)

Business Entity Phone

5082716674

Renewal Application

Foundational License

[LP-011811 \(/DLLLicenseManagement/s/detail/a5At0000000CnWCEAQ\)](#)

Town Fee

70

Application Fee

70.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

▼ Location Details

Physical Location Name ⓘ

Cumberland Farms #8001

Physical Location Street 1

535 East Main Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport City

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ⓘ

License

Application Category

Second Class

Application For

Second Class License

Historical Id

SECN

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-015049 \(/DLLLicenseManagement/s/detail/a0At0000002ZMWIEAQ\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

[Home \(/DLLLicenseManagment/s/\)](#)Application
DLL - Application - 58763

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

Primary Phone No

DLL - Application Id

DLL - Application - 58763

Business Entity Name

East Side Restaurant, Inc.

Business Entity Phone

802-334-2940

Foundational License

[LP-029149 \(/DLLLicenseManagment/s/detail/a5A8z00000005aLEAQ\)](#)

Renewal Application

Town User Approval/Rejection Comments

Contact Engagement

Designated Caterers Details

Indoor Or Outdoor

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

▼ Event Details

Start date of event

Physical Location Street 1

47 Landing Street

Physical Location Street 2/Unit/Suite

Town Clerk/ Municipal Jurisdiction

Newport City

Primary Contact Person

External Status

Application sent to municipality

Historical Id

OUTC

Application Type ⓘ

Permit

Application Category

OCP

Application For

Outside Consumption Permit

Applicant Email

dancingsails@outlook.com (<mailto:dancingsails@outlook.com>)

Applicant Name:

Applicant Action Comments

License/Permit Location Description

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

End date of event

Physical Location Name ⓘ

East Side Restaurant / Dancing Sail

Physical Location State

Vermont

Outside Side Consumption End time

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

Application
DLL - Application - 58762

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 58762

Business Entity Name

Tavern on the Hill, LLC

Applicant Email

dancingsails@hotmail.com (<mailto:dancingsails@hotmail.com>)

Business Entity Phone

802-334-9006

Renewal Application

Foundational License

[LP-017417 \(/DLLLicenseManagement/s/detail/a5At0000000CoycEAC\)](#)

Town Fee

0

Application Fee

1,095.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹URL for Duties ¹[Send Approval Email](#)

▼ Location Details

Physical Location Name ¹

Tavern on the Hill, LLC

Physical Location Street 1

1724 East Main Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ¹

License

Application Category

Third Class

Application For

Third Class Restaurant/Bar License

Historical Id

3RST

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-019254 \(/DLLLicenseManagement/s/detail/a0At0000002ZNM0EA4\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

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

Application
DLL - Application - 58761

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 58761

Business Entity Name

Tavern on the Hill, LLC

Applicant Email

dancingsails@hotmail.com (<mailto:dancingsails@hotmail.com>)

Business Entity Phone

802-334-9006

Renewal Application

Foundational License

[LP-017416 \(/DLLLicenseManagement/s/detail/a5At0000000CovbEAC\)](#)

Town Fee

115

Application Fee

115.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹URL for Duties ¹[Send Approval Email](#)

▼ Location Details

Physical Location Name ¹

Tavern on the Hill, LLC

Physical Location Street 1

1724 East Main Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ¹

License

Application Category

First Class

Application For

First Class Restaurant/Bar License

Historical Id

1RST

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-019254 \(/DLLLicenseManagement/s/detail/a0At00000002ZNMQE4\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer



Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 58760

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

Primary Phone No

DLL - Application Id

DLL - Application - 58760

Business Entity Name

Le Belvedere Corporation

Business Entity Phone

Foundational License

[LP-016701 \(/DLLLicenseManagment/s/detail/a5At0000000Con4EAC\)](#)

Renewal Application

Town User Approval/Rejection Comments

Contact Engagement

Designated Caterers Details

Indoor Or Outdoor

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

▼ Event Details

Start date of event

Physical Location Street 1

100 Main Street Suite 200

Physical Location Street 2/Unit/Suite

Town Clerk/ Municipal Jurisdiction

Newport City

Primary Contact Person

External Status

Application sent to municipality

Historical Id

OUTC

Application Type ⓘ

Permit

Application Category

OCP

Application For

Outside Consumption Permit

Applicant Email

dancingsalis@hotmail.com (mailto:dancingsalis@hotmail.com)

Applicant Name:

Applicant Action Comments

License/Permit Location Description

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

End date of event

Physical Location Name ⓘ

Le Belvedere Corporation

Physical Location State

Vermont

Outside Side Consumption End time

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

Application
DLL - Application - 58759

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 58759

Business Entity Name

Le Belvedere Corporation

Applicant Email

dancingsalls@hotmail.com (<mailto:dancingsalls@hotmail.com>)

Business Entity Phone

Renewal Application

Foundational License

[LP-016700 \(/DLLLicenseManagment/s/detail/a5At0000000Con3EAC\)](#)

Town Fee

0

Application Fee

1,095.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹URL for Duties ¹

Send Approval Email

▼ Location Details

Physical Location Name ¹

Le Belvedere Corporation

Physical Location Street 1

100 Main Street Suite 200

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ¹

License

Application Category

Thrd Class

Application For

Thrd Class Restaurant/Bar License

Historical Id

3RST

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where Is this alcohol to be used

Location

[LN-018964 \(/DLLLicenseManagment/s/detail/a0At0000002ZNHkEAO\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer


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

Application
DLL - Application - 58758

[Approve](#)
[Reject](#)
[Applicant Action Required](#)
[Town Payment Received](#)
[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 58758

Business Entity Name

Le Belvedere Corporation

Applicant Email

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

Business Entity Phone

Renewal Application

Foundational License

[LP-016699 \(/DLLLicenseManagment/s/detail/a5At0000000Con2EAC\)](#)

Town Fee

115

Application Fee

115.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹URL for Duties ¹

Send Approval Email

▼ Location Details

Physical Location Name ¹

Le Belvedere Corporation

Physical Location Street 1

100 Main Street Suite 200

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ¹

License

Application Category

First Class

Application For

First Class Restaurant/Bar License

Historical Id

1RST

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-018964 \(/DLLLicenseManagment/s/detail/a0At0000002ZNHkFAO\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

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

Application
DLL - Application - 58756

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

Application Information

DLL - Application Id

DLL - Application - 58756

Business Entity Name

East Side Restaurant, Inc.

Applicant Email

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

Business Entity Phone

802-334-2340

Renewal Application

Foundational License

[LP-015172 \(/DLLLicenseManagement/s/detail/a5A0000000C0PEA0\)](#)

Town Fee

115

Application Fee

115.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹URL for Duties ¹[Send Approval Email](#)

Location Details

Physical Location Name ¹

East Side Restaurant / Dancing Sail

Physical Location Street 1

47 Landing Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ¹

License

Application Category

First Class

Application For

First Class Restaurant/Bar License

Historical Id

1RST

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-017591 \(/DLLLicenseManagement/s/detail/a0A0000002ZMvbEAG\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

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

Application
DLL - Application - 58755

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 58755

Business Entity Name

East Side Restaurant, Inc.

Applicant Email

dancingsails@outlook.com (<mailto:dancingsails@outlook.com>)

Business Entity Phone

802-334-2340

Renewal Application

Foundational License

[LP-015173 \(/DLLLicenseManagement/s/detail/a5A100000000CnOQEA0\)](#)

Town Fee

0

Application Fee

1,095.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹URL for Duties ¹

Send Approval Email

▼ Location Details

Physical Location Name ¹

East Side Restaurant / Dancing Sall

Physical Location Street 1

47 Landing Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ¹

License

Application Category

Third Class

Application For

Third Class Restaurant/Bar License

Historical Id

3RST

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-017591 \(/DLLLicenseManagement/s/detail/a0A10000002ZMybEAG\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

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

Application
DLL - Application - 58579

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 58579

Business Entity Name

Griggs, Kristy Jane

Applicant Email

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

Business Entity Phone

802-334-2224

Renewal Application

Foundational License

[LP-013777 \(/DLLLicenseManagement/s/detail/a5At0000000Co1uEAC\)](#)

Town Fee

115

Application Fee

115.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

▼ Location Details

Physical Location Name ⓘ

Jasper's Tavern

Physical Location Street 1

71 Seymour Lane

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ⓘ

License

Application Category

First Class

Application For

First Class Restaurant/Bar License

Historical Id

1RST

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-016851 \(/DLLLicenseManagement/s/detail/a0A0000002ZM\)\(EAG\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer



Large/Special Event Application

Newport Parks & Recreation

222 Main Street • Newport, VT 05855
Tel. (802) 334-6345 • Fax (802) 334-5632

Info@NewportRecreation.org • www.NewportRecreation.org



Organization: <u>Wednesdays on the Waterfront</u> <input checked="" type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> Profit																					
Name of Event: <u>Wednesdays on the Waterfront</u>																					
Primary Contact Person: <u>Veronique Rancourt</u> <u>Andrea Carbine</u>	Email: <u>wednesdaysonthewaterfront@gmail.com</u>																				
Billing Address: <u>100 Main Street #200, Newport, VT, 05855</u>																					
Phone: <u>(802) 274-3089</u> <input type="checkbox"/> Home <input type="checkbox"/> Work <input checked="" type="checkbox"/> Cell	Phone: <u>(617) 921-9936</u> <input type="checkbox"/> Home <input type="checkbox"/> Work <input checked="" type="checkbox"/> Cell																				
Website: <u>wednesdaysonthewaterfront.com</u> Fax: <u>—</u>																					
Event Dates: <u>2025 / 7 / 2 - 7 / 9 - 7 / 16 - 7 / 23 - 7 / 30 - 8 / 6</u> <input type="checkbox"/> Calendar or schedule attached -OR- <input type="checkbox"/> List specific dates and times:																					
<table border="1"><thead><tr><th>Use(s)</th><th>Day(s) of the week</th><th>Date(s)</th><th>Time(s)</th></tr></thead><tbody><tr><td>Set-Up</td><td><u>Wednesdays</u></td><td><u>7/2 to 8/6</u></td><td><u>10 am</u></td></tr><tr><td>Main Event</td><td><u>"</u></td><td><u>"</u></td><td><u>6 pm</u></td></tr><tr><td>Break-Down</td><td><u>"</u></td><td><u>"</u></td><td><u>9 pm</u></td></tr><tr><td>Rain Date(s)</td><td><u>N/A</u></td><td></td><td></td></tr></tbody></table>		Use(s)	Day(s) of the week	Date(s)	Time(s)	Set-Up	<u>Wednesdays</u>	<u>7/2 to 8/6</u>	<u>10 am</u>	Main Event	<u>"</u>	<u>"</u>	<u>6 pm</u>	Break-Down	<u>"</u>	<u>"</u>	<u>9 pm</u>	Rain Date(s)	<u>N/A</u>		
Use(s)	Day(s) of the week	Date(s)	Time(s)																		
Set-Up	<u>Wednesdays</u>	<u>7/2 to 8/6</u>	<u>10 am</u>																		
Main Event	<u>"</u>	<u>"</u>	<u>6 pm</u>																		
Break-Down	<u>"</u>	<u>"</u>	<u>9 pm</u>																		
Rain Date(s)	<u>N/A</u>																				
Event Description: <u>Free music concerts on the waterfront in Newport</u> <small>Please attach promotional information – flyers, posters, pamphlets etc.</small>																					
Entertainment/Activity Schedule: <u>One band to play on outdoor stage each Wednesdays</u>																					
Food Services: <u>None</u> <small>Additional vendor permits/proof of licensure may be required</small>	Beverage/Alcohol Services: <u>None</u> <small>Additional vendor permits/proof of licensure may be required</small>																				
Other Vendors: <u>None</u>																					
Admission/Entry Fee: <u>Free</u>	Beneficiary: <u>—</u>																				
Sponsors: <u>Castella, Jay Peak, Paul Dealess</u> <u>NCH, Pashypsic, MET...</u>	Value of Outside Sponsorships/Support:																				
Is this an annual event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, this is our <u>7th</u> year hosting this event.																					
Location/Venue: <u>Greenspace in front of</u> <u>State Office Building</u>	Location/Venue Maximum Capacity:																				
Property/Venue Owner: <small>For Non-City owned property, please attach proof of owner's consent</small>	<u>State of Vermont</u>																				
Total Anticipated of People in Attendance: Anticipated Number of Participants: <u>5-10</u> Anticipated Number of Spectators: <u>400-800</u> Anticipated Number of Staff/Volunteers: <u>8-10</u>	Target Audience: <u>NEK Community; local & visitors</u>																				

[Home \(/DLLLicenseManagement/s/\)](#)Application
DLL - Application - 58876

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

✓ Application Information

DLL - Application Id

DLL - Application - 58876

Business Entity Name

American Legion, Newport Post #21, Inc.

Applicant Email

[americanlegionpost21@aol.com \(mailto:americanlegionpost21@aol.com\)](mailto:americanlegionpost21@aol.com)

Business Entity Phone

802-334-6181

Renewal Application

Foundational License

[LP-012798 \(/DLLLicenseManagement/s/detail/a5A0000000Cnm7EAC\)](#)

Town Fee

115

Application Fee

115.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

Heather McGreevey is listed on the Educational Certification part and she no longer works for us If that could be taken off.

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ⓘ

License

Application Category

First Class

Application For

First Class Club License

Historical Id

1CLB

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

✓ Location Details

Physical Location Name ⓘ

American Legion, Newport Post #21

Physical Location Street 1

35 Veterans Ave

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport

Location

[LN-016584 \(/DLLLicenseManagement/s/detail/a0A00000002ZMfMEAW\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

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

Application
DLL - Application - 58875

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

Primary Phone No

DLL - Application Id

DLL - Application - 58875

Business Entity Name

American Legion, Newport Post #21, Inc.

Business Entity Phone

802-334-6181

Foundational License

[LP-012800 \(/DLLLicenseManagement/s/detail/a5At0000000Cnm9FAC\)](#)

Renewal Application

Town User Approval/Rejection Comments

Contact Engagement

Designated Caterers Details

Indoor Or Outdoor

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

▼ Event Details

Start date of event

Physical Location Street 1

35 Veterans Ave

Physical Location Street 2/Unit/Suite

Town Clerk/ Municipal Jurisdiction

Newport City

Primary Contact Person

External Status

Application sent to municipality

Historical Id

OUTC

Application Type ⓘ

Permit

Application Category

OCP

Application For

Outside Consumption Permit

Applicant Email

americanlegionpost21@aol.com (mailto:americanlegionpost21@aol.com)

Applicant Name:

Applicant Action Comments

License/Permit Location Description

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

End date of event

Physical Location Name ⓘ

American Legion, Newport Post #21

Physical Location State

Vermont

Outside Side Consumption End time

[Home \(/DLLLicenseManagement/s/\)](#)Application
DLL - Application - 58876

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

▼ Application Information

DLL - Application Id

DLL - Application - 58876

Business Entity Name

American Legion, Newport Post #21, Inc.

Applicant Email

[americanlegionpost21@aol.com \(mailto:americanlegionpost21@aol.com\)](mailto:americanlegionpost21@aol.com)

Business Entity Phone

802-334-6181

Renewal Application

Foundational License

[LP-012798 \(/DLLLicenseManagement/s/detail/a5At0000000Cnm7EAC\)](#)

Town Fee

115

Application Fee

115.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

Heather McGreevey is listed on the Educational Certification part and she no longer works for us if that could be taken off.

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

▼ Location Details

Physical Location Name ⓘ

American Legion, Newport Post #21

Physical Location Street 1

35 Veterans Ave

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Newport

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Newport City

Application Type ⓘ

License

Application Category

First Class

Application For

First Class Club License

Historical Id

1CLB

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-016584 \(/DLLLicenseManagement/s/detail/a0At0000002ZMfMEAW\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

**RESOLUTION FOR ANNUAL APPOINTMENT OF A REPRESENTATIVE TO THE
NEKCV GOVERNING BOARD**

WHEREAS, the Town of Newport City is a current member of the NEKCV COMMUNICATIONS UNION DISTRICT (The "District", or "NEKCV") under the provisions of 30 V.S.A. Chapter 82 and

WHEREAS, as provided in Section 3059 of said chapter, the legislative body or each member town shall appoint annually on or before the last Monday in April a representative and one or more alternates to the Governing Board of the District for one-year terms, and

WHEREAS, as provided in Section 3060 of said chapter, the Governing Board of the District shall hold its organizational meeting annually on the second Tuesday in May following the appointments contemplated in Section 3059,

NOW, THEREFORE, BE IT RESOLVED THAT:

(1) The Selectboard of the Town of Newport City hereby appoints the following representative and one or more alternates to the Governing Board of NEKCV for terms of one year each:

Representative: WOODMAN PAGE
Email address: W.PAGE@LEG.STATE.VT.US

Phone 802 334 6988

Alternate 1: _____
Email address: _____

Phone _____

Alternate 2: _____
Email address: _____

Phone _____

Adopted at a regular meeting of the Selectboard of the Town of _____ duly held on the ____ day of _____, 20____.

ATTEST: _____
Selectboard Chair

Date

Chair Email address: _____

Phone _____

Town Clerk
Email address: _____

Date
Phone _____

STORMWATER SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of April_____, 2025, (the “Effective Date”) by and between **TANGUAY HOMES, INC.**, a Vermont corporation with a place of business in the City of Newport, County of Orleans and State of Vermont (“Developer”); the **STONEWALL STREET ASSOCIATION**, a non-profit Vermont corporation with a place of business in the City of Newport, County of Orleans and State of Vermont; (the “Association” herein) and the **CITY OF NEWPORT**, a Vermont municipality in the County of Orleans and State of Vermont, acting by and through its City Council (the “City” herein) (collectively, the “Parties”).

WHEREAS, the Developer and Association are the owners of certain real property and improvements thereon known as the “Sloan Development” or the Stonewall Street subdivision, so-called, which comprises of 12.97 acres of land, more or less, located northerly of Jackson Street (Town Highway #215) in the City of Newport, Vermont (hereinafter the “Subdivision”), which are shown on a survey plat prepared for Daigle Ventures, Inc., bearing Job No. 11987-G, prepared by Norbert Blais, dated May 24, 1995, last revised on January 21, 2000 and July 17, 2003, and recorded in Map Slides 29, 35, 83 and 126 of the City of Newport Land Records (collectively, the “Plat”); and

WHEREAS, on October 18, 2023, the Vermont Agency of Natural Resources (“Agency” herein) issued stormwater Permit No. 3662-9050, (the “Permit”) authorizing a discharge of stormwater runoff from the impervious surfaces of the Subdivision,

including its roads, parking areas and roofs, to an unnamed tributary of Lake Memphremagog River; and

WHEREAS, the Permit was necessary in order to construct the Subdivision and required construction and maintenance of certain improvements within the Subdivision to manage the discharge of stormwater, as shown on a site plan entitled “Tanguay Homes, Inc., Jackson Street, Newport, Vermont, Stormwater Management Plan,” dated August 20, 2024, prepared by Watershed Consulting Associates, and on file with the City of Newport Department of Public Works. Said improvements within the Subdivision that manage the discharge of stormwater are referred to herein as the “Stormwater System”; and

WHEREAS, the City has ownership of roadways within the Permit’s coverage area comprised of roadway right-of-way known as Jackson Street; and

WHEREAS, there is approximately 3.49 acres of impervious surface area draining to and through the Stormwater System that is covered by the Permit; and

WHEREAS, upon acceptance of the right-of-way for Jackson Street, the City acquired approximately 0.47 acres of impervious surface area within the area covered by the Permit, which is thirteen and one-half percent (13.5%) of the total Permit area; and

WHEREAS, the Developer and the Association owns approximately 3.02 acres of impervious surface area within the area covered by the Permit, which is eighty-six and five tenths percent (86.5%) of the total Permit area; and

WHEREAS, the Permit will soon expire and needs to be renewed; and

WHEREAS, the Parties wish to define their respective responsibilities for the designing of upgrades and improvements to the Stormwater System and payment of fees to the Agency.

NOW THEREFORE, in consideration of these mutual premises and covenants herein contained, and other good and valuable consideration, Tanguay Homes, Inc. and the Stonewall Street Association, acting by and through Anthony C. Tanguay, its President and duly authorized agent; and the City, acting through its City Council, covenant and agree as follows:

1. The Parties agree that they will be co-permittees under the Permit.
2. Developer and the Association, and their successors and assigns, shall be solely responsible for Routine Maintenance, Repair, and Replacement of all components of the Stormwater System located on property owned by the Developer and the Association, and their successors and assigns, including any and all costs related thereto.
3. Except as otherwise provided in Paragraph 5, below, the City shall be solely responsible for the Routine Maintenance, Repair, and Replacement following damage of all Stormwater System components located within the right-of-way for Jackson Street, including all costs related thereto.
4. For the purpose of this Agreement, "Routine Maintenance, Repair, and Replacement" shall only be that work required to enable the Stormwater System to collect and transport stormwater as originally intended and shall specifically exclude

any upgrade of the Stormwater System, either to comply with General Permit 3-9050 or otherwise.

5. In the event an extreme unforeseen circumstance causes damage to the Stormwater System, the Developer and Association shall be responsible for reconstruction, replacement and repair of components of the Stormwater System within the areas owned by the Developer and Association, unless said damage is caused by the City, in which case any reconstruction, replacement or repair shall be the City's responsibility, and accordingly, the City shall be responsible for reconstruction, replacement and repair of components of the Stormwater System within the rights-of-way for Jackson Street and Stonewall Street, unless said damage is caused by the Developer or the Association, in which case any reconstruction, replacement or repair shall be the Developer's or the Association's responsibility, as the case may be.

6. Within 30 days of receiving an invoice from the Developer or the Association, the City shall reimburse the Association for the City's pro rata portion of the Annual Operating Fee assessed by the Agency, based upon the amount of impervious area owned by the City and included in the Permit's project area, which as of the date hereof is forty-five and three tenths percent (13.5%) of the Annual Operating Fee assessed by the Agency. This percentage is subject to change in the future should the amount of impervious surface area owned by either the City or the Developer or Association within the Permit area change.

7. Subject to the reimbursement set forth in Paragraph 6, the Developer and Association shall be responsible for the payment of all fees and costs to the Agency

arising out of the Permit, including but not limited to permit application fees, annual operating fees, renewal fees, administrative processing fees, fines or penalties assessed by the Agency under the Permit.

8. The City shall not be responsible or liable for any fines or penalties which may be assessed by the Agency as a result of the negligence of the Developer and/or the Association or the failure of the Developer or the Association to abide by the Permit conditions. Accordingly, the Developer and the Association shall not be responsible or liable for any fines or penalties which may be assessed by the Agency as a result of the negligence of the City or the failure of the City to abide by the Permit conditions.

9. The Developer and Association shall be solely responsible for carrying out and submitting to the Agency all applications, reporting, permit renewals and other documentation required by the Permit. The City shall reasonably cooperate in the submittal and execution of all applications, reporting, permit renewals, and other documentation required by the Permit and shall act reasonably promptly upon receipt of a request for information and/or execution of documentation.

10. The Developer and the Association will not seek to recover from the City any costs incurred by the Associations in the Routine Maintenance, Repair, and Replacement of the Stormwater System following damage, except as provided in Paragraph 5, above, of the portion of the stormwater improvements on or under property owned by the Developer or the Association, and accordingly, the City will not seek to recover from the Associations any costs incurred by the City in the Routine Maintenance, Repair, and Replacement of the Stormwater System following damage,

except as provided in Paragraph 5, above, of the portion of the stormwater improvements on or under property owned by the City or within the City's rights-of-way for Jackson Street.

11. If new or amended Permit requirements require changes, upgrades or alterations to stormwater improvements located on or under property owned by Developer or the Association or the City or within the City's rights-of-way for Jackson Street, the Parties agree to work in a reasonably cooperative fashion to maintain Permit compliance. This may include negotiations for contract services, consideration of potential / available funding vehicles, and pro rata cost sharing of administrative, engineering, construction, and remediation costs, which cost share shall be based on each party's respective ownership share of the impervious surface area covered by the Permit.

12. The City, the Developer and the Association shall reasonably cooperate to ensure compliance with the Permit. In the event that the requirements of the Permit change and the Stormwater System does not comply with the new or amended Permit requirements, the Parties shall reasonably cooperate to determine how to maintain Permit compliance. If any party hereto refuses to reasonably cooperate to comply with such new requirements, then the cooperating parties may provide ninety (90) days' advanced written notice by certified mail to the non-cooperating party of their intent to terminate this Agreement. If said ninety-day period passes without either reasonable cooperation from the previously non-cooperating party, or a cure of the Stormwater System's noncompliance with the Permit, as amended or re-issued, a party hereto may

terminate this Agreement by mailing a written notice of termination to the other parties and recording a copy thereof in the City of Newport Land Records.

13. Nothing contained in this Agreement shall be construed as authorizing or obligating the Associations to dedicate those portions of the Stormwater System located on the Developer's or the Association's property as public infrastructure, and, likewise, nothing contained in this Agreement shall be construed as obligating the City to accept any such proffered dedication.

14. Notwithstanding Paragraph 12, above, this Agreement may terminate on or after the twentieth (20th) anniversary of the date hereof. Thereafter, the obligations of the Developer, the Association, and the City regarding the Stormwater System shall be those imposed by law.

15. Any amendments to this Agreement must be in writing, signed by the party to be charged and witnessed or acknowledged.

16. The Recitals to this Agreement are incorporated herein.

17. The Parties hereto agree that either party may record this Agreement in the City of Newport Land Records without further consent from the other party.

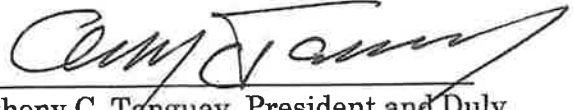
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Intentionally Left Blank. Two Signature Pages Follow.]

Dated this 14__, day of APRIL_____, 2025.

TANGUAY HOMES, INC.


By:


Anthony C. Tanguay, President and Duly
Authorized Agent

STATE OF VERMONT
COUNTY OF ORLEANS__, SS.

At Newport__, Vermont, this 14__ day of April_____, 2025, personally
appeared Anthony C. Tanguay, President and Duly Authorized Agent of the TANGUAY
HOMES, INC., and he acknowledged this instrument, by him subscribed, to be his free act and
deed, and the free act and deed of TANGUAY HOMES, INC.

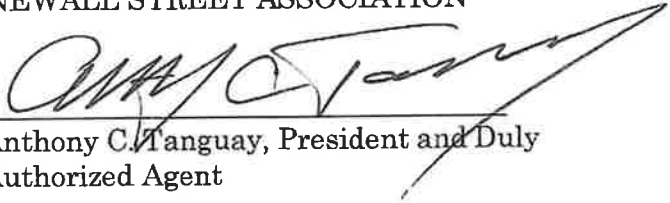
Before me,


Notary Public
My Commission Expires: 1/31/27
My Commission #: 0001816

Dated this 14__, day of April_____, 2025.

STONEWALL STREET ASSOCIATION


By:


Anthony C. Tanguay, President and Duly
Authorized Agent

STATE OF VERMONT
COUNTY OF ORLEANS__, SS.

At Newport__, Vermont, this 14__ day of April_____, 2025, personally
appeared Anthony C. Tanguay, President and Duly Authorized Agent of the STONEWALL
STREET ASSOCIATION, and he acknowledged this instrument, by him subscribed, to be his
free act and deed, and the free act and deed of STONEWALL STREET ASSOCIATION.

Before me,


Notary Public
My Commission Expires: 1/31/27
My Commission #: 0001816

Dated this ____, day of _____, 2025.

CITY OF NEWPORT

By: _____
Richard Ufford-Chase, Mayor and Duly
Authorized Agent

STATE OF VERMONT
COUNTY OF ORLEANS, SS.

At Newport, Vermont, this ____ day of _____, 2025, personally
appeared Richard Ufford-Chase, Mayor and Duly Authorized Agent of the **CITY OF
NEWPORT**, and he acknowledged this instrument, by him subscribed, to be his free act
and deed, and the free act and deed of the **CITY OF NEWPORT**.

Before me,

Notary Public
My Commission expires: 1/31/27
My Commission #:

Newport City Development Board

To Newport City council

Agathe Coburn
Chair of DRB

The DRB would like to ask the Newport City council to consider to reduce the number of members on the Developmentt board from 9 to 7 . After losing 2 member lately and not being able to find a 9th member after a year this number would be easier to work with and easier to have quorum.

Thank you for working with us.

Sincerely yours,

 4/14/25
Agathe Coburn

Chair of Newport City DRB.



Date: March 25, 2025

Subject: Inquiry Regarding Denial of Funding Request - CanUSA Arts 360

Dear Mayor and Council,

We are writing to follow up on our recent funding request for \$1,000 to support the CanUSA Arts 360 collaborative, as outlined in our previous letter sent in December 2024. We understand that our request was denied and not put on the ballot, and we respectfully seek further clarification regarding the reasons for this decision.

As you know, over the past 15 months, a dedicated group of artists, performing artists, and artisans from both sides of the border have been working diligently to establish CanUSA Arts 360. Our vision is to cultivate a vibrant, cross-border arts community that strengthens our region's identity, supports local artists, and enhances our reputation as a unique destination for the arts.

We believe that our collaborative efforts, including co-branding under the "CanUSA Arts 360" logo and developing cross-border events, align with Newport's goals of supporting local residents and attracting visitors. We are committed to complementing existing arts initiatives in Newport, Derby, Stanstead, and the surrounding villages.

We initially sought fiscal sponsorship from Newport Downtown Development to facilitate our initial growth. Our intention is to eventually incorporate as an independent non-profit organization, enabling us to pursue grassroots fundraising and grant opportunities.

We are eager to understand the specific concerns or criteria that led to the denial of our funding request. Knowing this information will allow us to address any potential misconceptions and refine our approach as we continue to seek support from other communities in the region.

Specifically, we would appreciate feedback on:

- Any specific areas where our proposal did not meet the council's criteria to be put on the ballot.
- Suggestions for how we might strengthen our application in the future.
- Any alternative avenues of support or resources that the council might recommend.

We remain committed to our vision of creating a thriving arts community in our region and are hopeful that we can work together with the City of Newport to achieve this goal.

Thank you for your time and consideration. We look forward to your response and the opportunity to discuss this further.

Sincerely, Lynn Rublee, Coordinator

A handwritten signature in cursive script that reads "Lynn Rublee".

**DECLARATION OF OFFICIAL INTENT
OF THE CITY OF NEWPORT TO REIMBURSE
CERTAIN EXPENDITURES FROM PROCEEDS OF INDEBTEDNESS**

WHEREAS, the City of Newport, Vermont (the “Issuer”) intends to construct certain public improvements including TIF District development and improvements in the City of Newport (the “Project”), with funding for these improvements to be considered by the Issuer at an annual or special meeting to be called and held for that purpose; and

WHEREAS, the Issuer expects to pay certain capital expenditures (the “Reimbursement Expenditures”) in connection with the Project prior to the issuance of indebtedness for the purpose of financing costs associated with the Project on a long-term basis;

WHEREAS, the Issuer reasonably expects that for that part of the Project consisting of design, engineering, permitting, financing, legal, acquisition and construction costs, debt obligations in an amount not expected to exceed Two Hundred Sixty-Five Thousand U.S. Dollars (\$265,000) will be issued and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, the Issuer declares its reasonable official intent to reimburse prior expenditures for the above-described part of the Project with proceeds of a subsequent borrowing.

NOW THEREFORE, the Issuer declares:

Section 1. The Issuer finds and determines that the foregoing recitals are true and correct, and that all of the capital expenditures covered by this Resolution were or will be made not earlier than 60 days prior to the date of this Resolution.

Section 2. This declaration is made solely for the purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the Issuer to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. The Issuer hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures, within 18 months of either the date of the first expenditure of funds by Issuer for such Project or the date that such Project is placed in service, whichever is later (but in no event more than three years after the date of the original expenditure of Issuer funds for such Project), and to allocate an amount not to exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000)

of the proceeds thereof to reimburse itself for its expenditures in connection with the Project.

Section 4. The Issuer's debt obligations for the aforementioned purpose will not be "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986.

Section 5. All prior actions of the officials and agents of Issuer that are in conformity with the purpose and intent of this Resolution and in furtherance of the Project shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 6. All other resolutions of the legislative body of the Issuer, or parts of resolutions, inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

Section 7. It is hereby found that all discussions and deliberations of the legislative body of the Issuer leading to the adoption of this Resolution occurred at one or more meetings of the legislative body conducted pursuant to public notice and open to public attendance.

Section 8. This declaration shall take effect from and after its adoption.

The undersigned, City Clerk of the Issuer, hereby certifies that the foregoing is a full, true and correct copy of the declaration of the legislative body of said Issuer duly made at a meeting thereof held on the date, specified below, and that said declaration has not been amended, modified or revoked.

James D. Johnson, City Clerk
City of Newport

April ____, 2025

STATE OF VERMONT STANDARD GRANT AGREEMENT

Part 2 – Grant Agreement

1. **Parties:** This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **City of Newport, a US Local Government**, with its principal place of business at **222 Main Street, Newport City, Vermont 05855**, (hereinafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant is the advancement of a transportation project known as **Newport City STP BP24(19)**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. **High Risk:** If at any time the Subrecipient or Subaward are determined to be high risk as per the State of Vermont, Agency of Administration, Bulletin No. 5, Policy for Grant Issuance and Monitoring, or 2 CFR §200.331, additional monitoring measures will be imposed in accordance with 2 CFR §200.207.
5. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
6. **Cancellation:** This Grant may be cancelled by either party by giving written notice at least 30 days in advance.
7. **Attachments:** This Grant Agreement consists of **23** pages including the following attachments which are incorporated herein:

Attachment A –Description of Project and Scope of Work to be Performed by
Subrecipient

Attachment B –Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants Revised October 1, 2024

Attachment D –Other Grant Agreement Provisions

Attachment E –Special Conditions

Attachment F –Applicable Standards and Design Criteria (08/31/2023)

Attachment G –Personnel Requirements and Conditions

Attachment H -Required Submittals, State Liaison, Waiver of Standards and
Modifications of Design Steps, Plans, Documents and Estimates

Attachment I-DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

* * * [Signature page follows] * * *

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. This certification applies to all tiers of subrecipients.

(Subrecipient Initials)

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBRECIPIENT:
CITY OF NEWPORT

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

Part 1-Grant Award Detail

¹ Grant #: CA0879		² Original <input checked="" type="checkbox"/>		Amendment # <input type="checkbox"/>	
³ Grant Title: Newport City STP BP24(19)					
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$48,000.00		⁶ Total Award Amount: \$48,000.00	
⁷ Award Start Date: 03/26/2025		⁸ Award End Date: 09/26/2027		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
¹⁰ Supplier #: 0000040414		¹¹ Grantee Name: City of Newport			
¹² Grantee Address: 222 Main Street					
¹³ City: Newport City			¹⁴ State: VT		¹⁵ Zip Code: 05855
¹⁶ State Granting Agency: Vermont Agency of Transportation				¹⁷ Business Unit: 08100	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$12,000.00 Description: Local Match (20%)			
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

²¹ Grantee Identifier [UEI] #: WKJYAVU7J481		²² Indirect Rate: 0.00 % <small>(Approved rate or current Federal de minimis)</small>	²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6			²⁵ R&D: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁶ UEI Registered Name <i>(if different than VISION Supplier Name in Box 11):</i>				

STATE FUNDS				
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

Required Federal Award Information

(Includes subrecipient Global Commitment funds)							
³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
20,205	Highway Planning and Construction	\$0.00	\$48,000.00	\$48,000.00	693JJ22530000Y238VTB P24019	03/12/2025	\$275,000,000.00
³⁹ Federal Awarding Agency: Federal Highway Administration (FHWA)			⁴⁰ Federal Award Project Descr: Newport City STP BP24(19)				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	\$48,000.00	\$48,000.00			

⁴¹ STATE GRANTING AGENCY	⁴² GRANTEE
NAME: Jon Lemieux	NAME: Frank Cheney & Mayor Rick Ufford-Chase
TITLE: Project Manager	TITLE: Grant applicant
PHONE: (802) 498-7064	PHONE: (802) 334-6992
EMAIL: Jon.Lemieux@vermont.gov	EMAIL: zoning.administrator@newportvermont.org & rick.uffordchase@newportvermont.org

ATTACHMENT A
DESCRIPTION OF PROJECT AND
SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT

1. Project Location and Description. The Project is described as follows:

City/Town	Newport City
Location	All pedestrian connections in Newport City
Description	Scoping study of current bicycle and pedestrian infrastructure to identify opportunities for future expansion.

2. Subrecipient Assumption of Full Responsibility for the Project. The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

3. Commencement of Work. Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

4. Municipal Project Manager (MPM). All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Municipal Assistance Bureau Guide document(s). The Subrecipient will designate a full-time employee, member of its legislative body, or other representative, as approved by the State to be the Municipal Project Manager (MPM) for the Project. The MPM will act on the authority granted by the Subrecipient.

5. Pre-Construction: Duties of MPM. Prior to advertising the Project for construction, the MPM will review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.

6. Public Meeting. The Subrecipient will warn a public meeting on the Project if required by the State to do so, conduct the meeting in accordance with state and federal requirements, and coordinate the Project with the State and property owners in the Project area.

7. Project Accounting. Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

8. Compliance with FHWA/USDOT Regulations. Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

9. Compliance with Federal, State and Local Requirements. Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

10. Utility and Railroad Relocation and Adjustments. Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.

11. Acquisition of Lands or Rights for Construction. Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.

12. Expeditious Pursuit of Project. Subrecipient will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Subrecipient and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

13. Hazardous Material Contamination. Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.

14. Maintenance of the Completed Project. If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.

15. Personnel Requirements. The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

16. Assignment of State Representative. The State will assign a representative to act as its Project liaison with the Subrecipient.

17. Conformance with Standards. The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

18. Reviews by the State. The parties agree that, at the discretion of the State's Program Director, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

ATTACHMENT B
PAYMENT PROVISIONS

1. Funding Ratio. Up to the maximum limiting amount (MLA) shown below, the State agrees to pay **80%** of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

2. Non-Participating Costs. Work accomplished by the Subrecipient, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed "Fair Market Value", as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

3. Compliance with Vermont Prompt Payment Act. To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

4. Reimbursement if Project Not Constructed due to Subrecipient. If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient's repayment obligation as determined by the Secretary may be reduced.

5. Project Costs and Phases. The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties; and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the total available State/federal funds to the Subrecipient:

Phase	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$48,000	\$0	\$12,000	\$60,000

*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

6. Excess Costs. The parties agree that costs incurred by, at the direction of, or for the Subrecipient, when such costs exceed the totals indicated in Section 5, above, will not be eligible for federal or state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

7. Allocation of Funds by STATE. On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed \$0 in State funds and \$48,000 in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

8. Payment of Invoices by the STATE. The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name:	Jon Lemieux, Project Manager
Division:	Municipal Assistance Section
Email Address:	<u>Jon.Lemieux@vermont.gov</u>

9. Payment of Amounts Found Due by Audit. In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED OCTOBER 1, 2024**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State's logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Availability of Federal Funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
4. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.
6. **Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.
7. **Grant Term:** The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.
8. **Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:** In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.
9. **Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.
10. **Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Subrecipient is aggrieved by the decision of the Director, the Subrecipient may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to

Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).

- 11. Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.
- 12. Cargo preference act compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E
SPECIAL CONDITIONS

1. This project is for scoping only and the scope of the allowable work is limited to the following:
 - Development of Purpose & Need Statement
 - Collection of existing data which may include survey
 - Local Concerns Meeting
 - Resource Identification
 - Preparation of Alternatives with Footprint
 - Preliminary Cost Estimate, to include PE, ROW and Construction costs
 - Development of an Evaluation Matrix
 - Alternatives Presentation Meeting
 - Alternative Selection
2. Any activities conducted by the Subrecipient beyond what is included above will be non-participating and not subject to reimbursement.

ATTACHMENT F
APPLICABLE STANDARDS & DESIGN CRITERIA
August 31, 2023

Current edition of:

- A. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- B. Vermont Agency of Transportation (VTrans) Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.
- C. VTrans Vermont State Design Standards
- D. VTrans Municipal Assistance Section Guidebook
- E. VTrans Utility Accommodation Plan
- F. VTrans Access Management Program Guidelines
- G. VTrans Hydraulics Manual
- H. VTrans Structures Manual
- I. VTrans Design Exception Procedure
- J. VTrans Right-of-Way Manual
- K. VTrans Policy for CADD standards
- L. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
- M. AASHTO Guide for the Development of Bicycle Facilities
- N. AASHTO Guide for Planning, Design and Operation of Pedestrian Facilities
- O. AASHTO Guide for Design of Pavement Structures
- P. AASHTO Specifications for Highway Bridges
- Q. National Association of City Transportation Officials (NATCO) design guidance
- R. U.S. Access Board – Public Right-of-Way Accessibility Guidelines
- S. Institute of Transportation Engineers (ITE) Designing Walkable Urban Thoroughfares

- T. Transportation Research Board Highway Capacity Manual
- U. Approved project environmental document
- V. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition RegulationsSystem) (FARS), and 49 (Transportation)
- W. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.
- X. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28CFR Part 36)

If the Subrecipient believes that there is a discrepancy in the information contained herein or in the above-listed requirements, the Subrecipient shall notify the State. The State, after consultation with the Subrecipient, will, in its sole discretion, determine which requirement takes precedence.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS

A. Standards of Conduct

1) No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2) Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

B. The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.

C. Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:

1) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

2) Any person so involved within one (1) year of termination of employment with the State.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)

D. The Subrecipient warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Subrecipient to solicit or secure this Agreement and that no company or person has been paid or has an agreement with the Subrecipient to be paid other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the State shall have the right to annul this Agreement without liability to the State and to regain all costs incurred by the State in the performance of the Agreement.

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

ATTACHMENT H
REQUIRED SUBMITTALS, STATE LIAISON, WAIVER OF STANDARDS AND
MODIFICATIONS OF DESIGN STEPS, PLANS, DOCUMENTS AND ESTIMATES

Required Submittals: Draft Scoping Report and Final Scoping Report

State Liaison: **Jon Lemieux, Project Manager**

Waivers of Standards: **None**

ATTACHMENT I

**DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E*****Assurance Appendix A***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("*....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



Vermont League of Cities & Towns

Issue Date: 01/01/2025
Policy Number: PACIF1445-25

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member

City of Newport
Attn: James Johnson
222 Main Street
Newport, VT 05855

VLCT Property & Casualty Intermunicipal Fund, Inc.
89 Main Street Suite 4
Montpelier, VT 05602

This is to certify that the policies of coverage listed below have been issued to the named member listed above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, definitions, exclusions, and conditions of such policies. Note that limits shown may have been reduced by paid claims.

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2025 - 01/01/2026	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2025 - 01/01/2026	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2025 - 01/01/2026	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2025 - 01/01/2026	As Per Policy Declarations
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for General Liability, Automobile Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative:

As of 04/11/2025

Bank	328,000.00
LOC	
	<u>328,000.00</u>

	April 15-30	May 1 - 15	May 15 - 30	June 1 - 15	June 15 - 30
REVENUE					
balance	328,000.00	246,000.00	4,328,000.00	3,248,000.00	615,000.00
Tax Rev	475,000.00	4,643,000.00	50,000.00	15,000.00	10,000.00
Other Rev	50,000.00	25,000.00	25,000.00	240,000.00	146,700.00
TOTAL	<u>853,000.00</u>	<u>4,914,000.00</u>	<u>4,403,000.00</u>	<u>3,503,000.00</u>	<u>771,700.00</u>

EXPENSE					
payroll	266,000.00	133,000.00	133,000.00	133,000.00	133,000.00
Benefits	84,000.00		84,000.00		84,000.00
Exp. Other	155,000.00	150,000.00	150,000.00	100,000.00	100,000.00
VLCT	102,000.00				
NB/USDA		303,000.00	304,000.00		
Appro			178,000.00		
Const. LOC			306,000.00		
Derby				30,000.00	
School				2,625,000.00	
GF LOC					1,850,000.00
Orleans County					62,000.00
TOTAL	<u>607,000.00</u>	<u>586,000.00</u>	<u>1,155,000.00</u>	<u>2,888,000.00</u>	<u>2,229,000.00</u>

BALANCE	246,000.00	4,328,000.00	3,248,000.00	615,000.00	(1,457,300.00)
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Due to School	\$2,625,002.00	Due: 6/5
Appropriations Due	\$178,000.00	Due: After 5/15
Line of Credit	\$1,850,000.00	Due: 6/30
Due Derby - Water	\$30,000.00	Due: 6/1
Construction LOC	\$306,000.00	
Payroll (est)	\$800,000.00	Due: 4/15,4/29,5/13,5/27,6/10,6/24 (133,333 per pay period)
Benefits (est)	\$252,000.00	Due: 4/30,5/30,6/30 (84,000 per month)
VLCT Pacif	\$101,969.00	Due: 4/21
GF Expense (est)	\$650,000.00	
NB/USDA Grant City Cost	\$606,415.00	