Council Minutes

November 1, 2021

A duly warned meeting of the Newport City Council was held on Monday, November 1, 2021, in the council room in the Newport Municipal Building. Present were Mayor Paul Monette, Council President Melissa Pettersson, council members John Wilson, Kevin Charboneau and Christopher Vachon by phone, City Manager Laura Dolgin, City Clerk/Treasurer James D. Johnson, Police Chief Travis Bingham, Fire Chief John Harlamert, Recreation Director Michael Brown, Public Works Tom Bernier, Mike Welch, Kathy Gleason, Pat Austin, and Kim Crosby from Casella, members of the Press and Public.

Mayor Monette called the meeting to order at 6:30 PM.

Approval of Minutes

Mr. Wilson moved to approve the minutes of October 18, 2021. Seconded by Mr. Charboneau, motion carried unanimously.

Comments by the Public

None

Casella Waste USA Systems Proposal to Administer City SWIP (attached)

Casella proposed to administer the SWIP program for the city at a cost of approximately $4,000. Mr. Wilson moved to allow Casella to administer the SWIP program. Seconded by Ms. Pettersson, motion carried unanimously.

Bylaw Modernization Grant Resolution. (attached)

Ms. Pettersson moved to approve the FY22 Municipal Resolution for Bylaw Modernization. Seconded by Mr. Charboneau, motion carried unanimously.

NVDA Memorandum of Understanding to Finish Municipal Plan (attached)

Mr. Charboneau moved to approve the Memorandum of Understanding between Newport City and NVDA. Seconded by Mr. Wilson, motion carried unanimously.

Audit Reassignment

Ms. Pettersson move to accept the audit reassignment of restricted, committed, and non-assigned funds. Seconded by Mr. Wilson, motion carried unanimously. (attached)

New Business

Mr. Johnson presented loan documents for the council's approval. The loan is for the new 2021 Police cruiser which was ordered in March. Ms. Pettersson moved to approve the loan documents for the new police cruiser. Seconded by Mr. Charboneau, motion carried unanimously.

Old Business

Ms. Dolgin introduced the new Recreation Director, Michael Brown to the council.

Mayor Monette noted that the Pumpkin Paloosa went very well.

Next Meeting Date

Monday, November 15, 2021

Executive Session to Discuss a Contract, 1 VSA 313(a)(1)

Ms. Pettersson moved that for the boards specific finding that premature public knowledge of the subjects of the anticipated executive session would clearly place the board and/or persons involved at a substantial disadvantage. 1 VSA 313(a)(1). Seconded by Mr. Charboneau, motion carried unanimously.

Ms. Pettersson moved to enter executive session to discuss a contract. 1 VSA 313(a)(1). Seconded by Mr. Wilson, motion carried unanimously.

In open session, Ms. Pettersson moved to authorize City Assessor Rob Naramore, City Attorney Joe McLean, and City Manager Laura Dolgin to negotiate a Pilot with the hospital and bring a recommendation back to the council. Seconded by Mr. Charboneau, motion carried unanimously.

Mr. Wilson moved that for the board's specific finding that premature public knowledge of the subjects of the anticipated executive session tonight would clearly place the board and/or persons involved at a substantial disadvantage. Seconded by Mr. Charboneau, motion carried unanimously.

Mr. Wilson moved to enter executive session to discuss a labor relations agreement with employees, 1 VSA 313(a)(1). Seconded by Mr. Charboneau, motion carried unanimously.

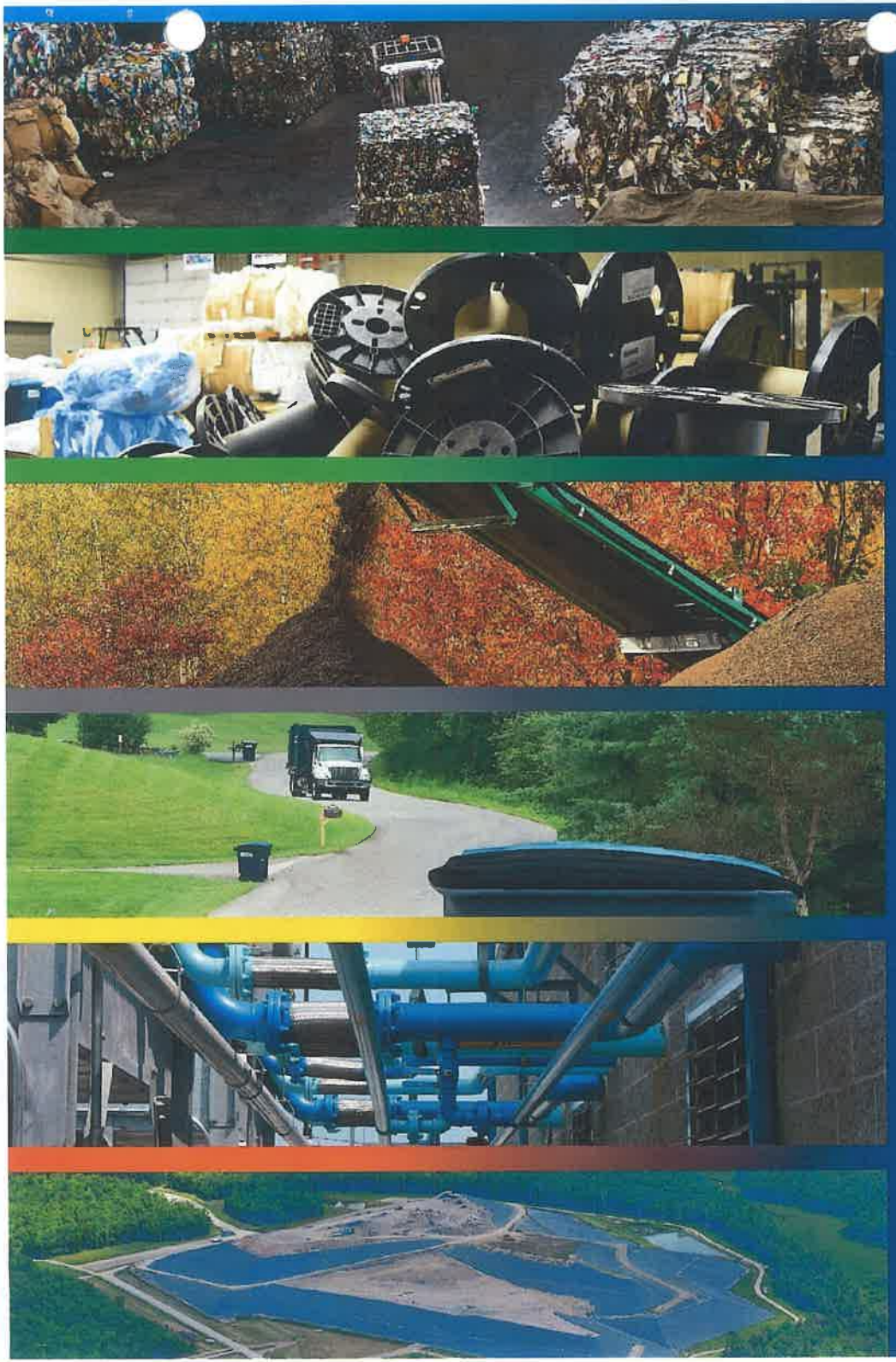
In open session Ms. Pettersson moved to ratify an agreement with the Public Works AFSCME that addresses Article 5. Seconded by Mr. Charboneau, motion carried unanimously.

Adjournment

Mr. Charboneau moved to adjourn at 7:59 PM. Seconded by Mr. Vachon, motion carried unanimously.

Attested _____ this 15th day of November 2021

_____ Mayor



Newport City

SWIP Program Management

November 1, 2021

casella

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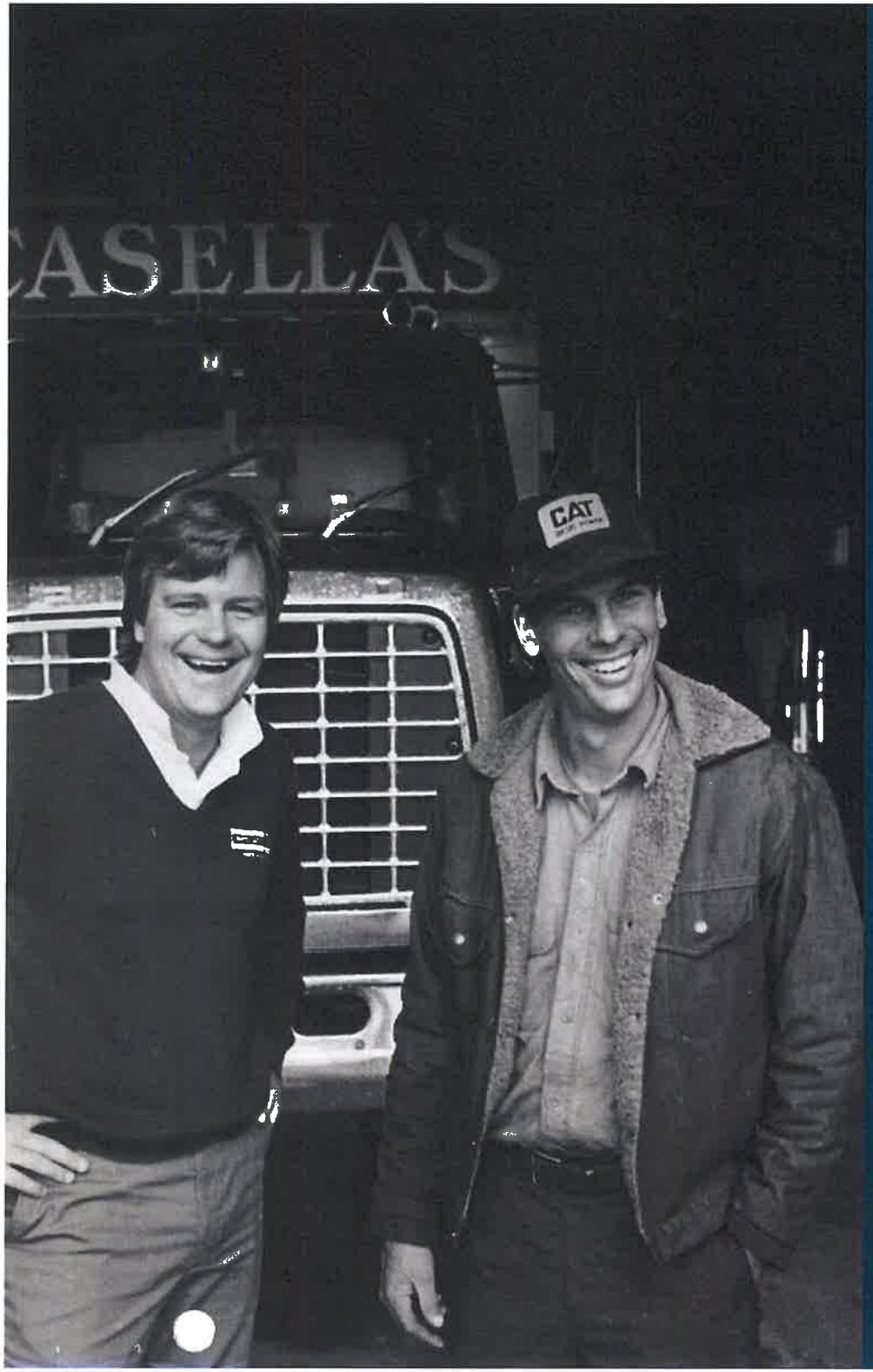

WHO WE ARE

Casella was founded in 1975 as a single truck operation in Rutland, Vermont. In 1977, Casella opened the first recycling facility in the state. From our Vermont roots, we've grown through a commitment to making a difference in our local communities.

Together with our communities and our customers, we work to deliver environmental and economic value. At Casella, we see waste as a valuable resource, an opportunity for thoughtful and disciplined innovation.

- $768.0mm of revenues for the 12-months ended 9/30/20; publicly traded on NASDAQ:CWST
- Operations in MA, ME, NH, NY, PA, and VT
- 2,500 employees serving over 300,000 customers and 550,000 households
- Recover over 600,000 tons of recycling and over 400,000 tons of organics for beneficial use each year
- Provide professional resource management services to over 10,000 business locations in over 45 states
- Since 2005, cut companywide carbon emissions by 50%
- Stock price has increased by 1,000% since January, 2015

Casella's Partnership with the City of Newport:

IN 2015, AS ACT 148 BEGAN TO PHASE IN DISPOSAL BANS AND RAMP UP RECYCLING, CASELLA AND THE CITY OF NEWPORT BEGAN WORKING TOGETHER ON THE CITY'S SWIP REQUIREMENTS.

THE CITY OF NEWPORT CURRENTLY PARTICIPATES IN THE HOUSEHOLD HAZARDOUS WASTE EVENTS COORDINATED AND HELD AT THE NEWSVT LANDFILL WHICH SATISFIES THE SWIP REQUIREMENT TO HOLD TWO EVENTS PER YEAR AND AVOIDS THE CITY HAVING TO COVER THE COST OF THE EVENT ON THEIR OWN.

EVERY REPORTING PERIOD, CASELLA WORKS WITH THE CITY TO PROVIDE DISPOSAL INFORMATION FOR THE SWIP REPORT.

SWIP Program Management: Yearly Deliverables

Management Category	Description
Reporting	Annually, by July 1st, Casella will complete the required reporting on behalf of the City in Re-TRAC.
Website Development and Management	A dedicated website for the City's Solid Waste Implementation Plan to be created and maintained by Casella. The site will contain the A-Z Guide, SWIP, HHW information and other pertinent information relating to Act 148 and disposal.
Business Outreach	Monthly multi-media business outreach model focusing on a different topic each month per ANR requirements. Emails, website, targeted social media advertising, direct print mail, newspaper and radio mediums used throughout the year to ensure maximum reach. See SWIP Outreach Schedule.
School Outreach	School outreach tailored to the specific age ranges of the City's schools, encompassing ANR required topics. Additional food waste separation education and support to staff and students.
HHW Collection Events	Coordinate with Clean Harbors for scheduling and holding 2 events annually at NEWSVT Landfill. Cost share based on resident participation in the event. Casella will place ads in local newspapers and websites
Community Events	Signage and technical support on waste reduction at community events. As requested by City, Casella to attend community events and provide education/demonstration on various recycling and reuse topics.
Landfill Banned Items	Casella to maintain a list of collection location for batteries, mercury containing devices, propane tanks, electronics, paint, tires, used oil and white goods. List updated annually or more frequently based on changes to outlets and legislation.
Food and Textile Donation	Casella to maintain a list for food and textile donation options locally. List updated annually or more frequently based on changes to outlets and legislation.
Leaf and Yard Debris	Casella to maintain a list for leaf and yard debris drop-off locations and update annually or as needed.
Dedicated Contact	A dedicated contact within Casella who is available to answer questions, coordinate with City officials and handles all reporting, outreach, website maintenance and events. This SWIP program manager is available to attend Selectboard meetings and provide updates as requested by the City.
SWIP Grant Application	Casella to provide assistance to the City in completing and filing the Annual SWIP Grant Application.

Outreach Content Examples:

TOWN OF COVENTRY

Tips For At Home Composting

Compost at home or drop off items at Coventry Landfill

Save this poster as a quick reference guide!

ITEMS THAT BELONG IN AT HOME COMPOST

If you're composting at home, meat and bones are exempt from the food scrap ban. You can throw meat and bones into your regular garbage bin. For the best at home composting results only put in the items shown below, add 3x as many browns as greens, turn the pile to mix ingredients regularly, and keep the pile as damp as a wrung-out sponge.

Fruit • Vegetable • Coffee Grounds • Tea Bags • Grass • Shrubbery Clippings • Green Yard Plants

All the above items are considered "Greens"

Leaves • Small Sticks • Straw and Hay • Wood Shavings and Chips • Newspaper • Cardboard • Office Paper

All the above items are considered "Browns" (Newspaper, cardboard, and office paper should be shredded)

NOT ACCEPTED - *When in Doubt, Leave it Out!*

Meat, bones, fish scraps, yard plants with disease, anything treated with pesticides, pet waste, cut flowers from a florist (often have fungicides)

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Questions? Email **RecycleBetterVT@casella.com**

Outreach Content Examples:

TOWN OF FAIRFAX

Learn About Vermont EPR Programs

Save this poster as a quick reference guide!

Extended Producer Responsibility

Extended Producer Responsibility (EPR) is a mandatory type of product stewardship in which the manufacturer is responsible for helping properly manage its products even after they have been sold. These include:

Batteries • Bulbs • Electronics • Paint • Thermostats

- There are locations throughout the state a hardware stores, transfer stations and other drop-offs that collect these items at no charge. Visit **www.fairfaxrecycles.com** for locations.
- The cost of recycling is shared between the manufacturer and consumer at the time of purchase.

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Questions? Email RecycleBetterVT@casella.com

Outreach Content Examples:

TOWN OF ST. JOHNSBURY

Tips For Proper Disposal

Save this poster as a quick reference guide!

LANDFILL BANNED ITEMS

KEEP THESE ITEMS OUT OF THE TRASH

There are many items banned from disposal in Vermont. What does this mean? Both businesses and residents cannot throw these items into their garbage, they must be recycled or reused in some way.

NO Paint
Stains, Varnish, Thinner

NO Tires

NO Mercury-Added Items

NO Recyclables

NO Batteries

NO Waste Oil
or Filters

NO Appliances
or Scrap Metal

NO Electronics

NO Yard Waste

NO Food Scraps
Effective July 1, 2020

NO Dangerous Wastes
Liquid or Hazardous

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Visit **stjvt.com** to find out where you can take these items in your area

Front Porch Forum Ad Example

Household Hazardous Waste Day | June 19

The Mountain Alliance Household Hazardous Waste Day is Saturday, June 19 from 8-noon. Paints, Antifreeze, Pesticides, & more are all accepted and drop off is free of charge. For a complete list of what is accepted at the event click the link below.

Learn More

https://www.mtalliance.org/hazardous-waste/location-and-date-listing/

Website Example

www.lowellrecycles.com

— LOWELL, VERMONT —
WASTE & RECYCLING

ACT 148 · RESOURCES · A-Z GUIDE · ORGANICS · HAZARDOUS WASTE · C&D · TOPIC OF THE MONTH

Welcome to Lowell Recycles!

Welcome to the Town of Lowell Waste & Recycling Website. Here you will find everything you need to know about the State of Vermont's Universal Recycling Law (Act 148). You will also find information on upcoming collection events, where and how to dispose of certain items (see A-Z list) and a copy of the Town of Lowell's Solid Waste Implementation Plan.

SWIP Document

Solid Waste Implementation Plan

Read More

Special Events

Dates for HHW day and more!

Read More

A-Z List of Recyclables

Search for recyclables and where they are accepted

Read More

2021 Outreach Topic Schedule

Month	Topic
January 2021	General / Evergreen
February 2021	General / Evergreen
March 2021	General / Evergreen
April 2021	Recycle Better
May 2021	Household Hazardous Waste
June 2021	Leaf + Yard Debris Management
July 2021	At-Home Composting
August 2021	Landfill Banned Items
September 2021	How to Separate Food Scraps
October 2021	Extended Producer Responsibility
November 2021	Reducing Food Waste + Food Donation
December 2021	Textile Reuse + Donation

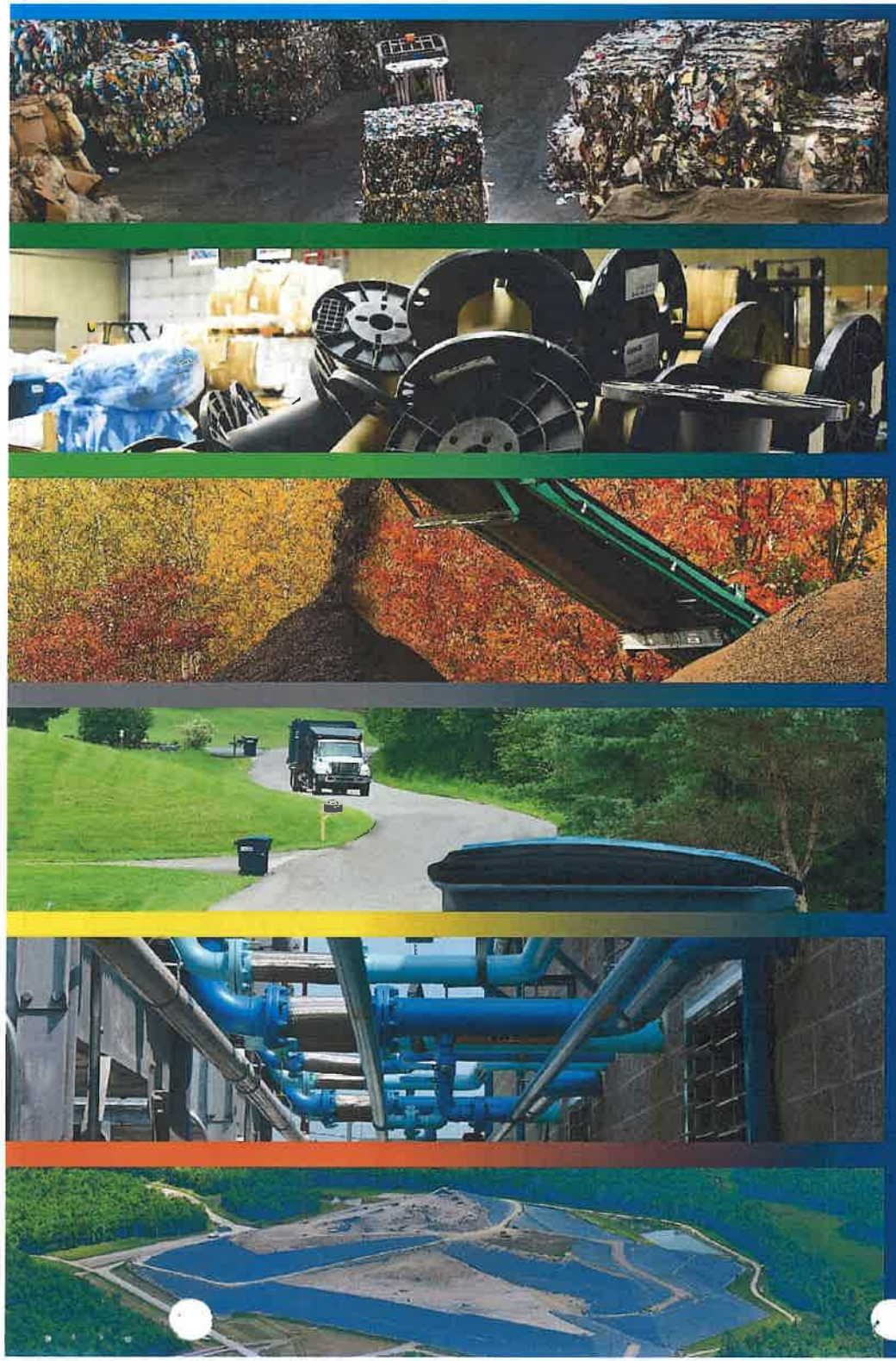
Costs:

Officer	Total Rate (Base Salary + Insurance and Taxes)	Estimated Hours Dedicated to SWIP	Cost for Employee SWIP Management
Dolgin	$59.02	120	$7,082.40
Bernier	$62.52	120	$7,502.40

Total Cost (Labor Only): $14,584.80*

*This total does not include materials printed for outreach,
HHW costs, advertising or other miscellaneous SWIP costs.

Casella Management Cost: $4,000 annually for SWIP Management including all materials and advertising. HHW and Recycling Center costs not included.



Questions?

Contact:

Kelly Gleason:
Kelly.Gleason@casella.com

Kim Crosby:
Kimberly.Crosby@casella.com

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Thank you!

To learn more, please visit:

casella.com

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FY22 Municipal Resolution for Bylaw Modernization

WHEREAS, the Municipality of Newport City, Vermont is applying for funding as provided for in the FY22 Budget Act 74 and may receive an award of funds under said provisions; and

WHEREAS, the Department of Housing and Community Development may offer a Grant Agreement to this Municipality for said funding; and

WHEREAS, the municipality is maintaining its efforts to provide local funds for municipal and regional planning purposes or that the municipality has voted at an annual or special meeting to provide local funds for municipal and regional planning purposes,

Now, THEREFORE, BE IT RESOLVED

1. That the Legislative Body of this Municipality enters into and agrees to the requirements and obligations of this grant program including a commitment to match funds in accordance with the program's requirements;

2. That the Municipal Planning Commission recommends applying for said Grant;

   John P. Monette
   (Name of Planning Commission Chair)

   (Signature)

3. That (Name) Laura Dolgin Title City Manager

   is hereby designated as the Grant Administrator, the person with the overall Administrative responsibility for the Bylaw Planning Grant program activities related to the application, and any subsequent Grant Agreement provisions.

4. If the grant application is successful, and funds are awarded, the following individual will be the signatory on behalf of the municipality:

   Name: Laura Dolgin

   Title: City Manager

   Email: Laura.Dolgin@newportvermont.org

   Phone: 802-334-5136

   Note: The signatory must either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is a Select Board Member, the Town Manager, the City Manager, or the Town Administrator, is hereby designated to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

Passed this 1st day of November, 2021

☑ Check the box if the municipality authorizes its regional planning commission to serve as the 'agent' for the applicant municipality, or multi-town applicant municipalities, by assisting with the preparation of the application, supporting grant administration, and being exempt from competitive selection if serving as project consultant.

5. That the Municipal Legislative Body recommends applying for said Grant.

Paul L Monette, Mayor
(Legislative Body Chair)

(Signature)

INSTRUCTIONS FOR RESOLUTION FORM

A. The Legislative Body of the Municipality must adopt this resolution or one that will have the same effect. This Form may be filled in or the adopted Resolution may be issued on municipal letterhead, filling in the name of the municipality, the Legislative Body (e.g. Selectboard), and the name and title of the Grant Administrator and Municipal signatory.

B. Following formal adoption, the Chair of the Planning Commission and Legislative Body must sign upon endorsement by vote of the Planning Commission and Legislative Body.

C. This form must be submitted with the grant application.

CONSORTIUM APPLICATIONS: For a multi-town application, each municipality must complete a separate Resolution form. All municipalities in a consortium must designate the same Grant Administrator, and signatory from the primary grant municipality.

Memorandum of Understanding
Between
NEWPORT CITY
And The
NORTHEASTERN VERMONT DEVELOPMENT ASSOCIATION

AGREEMENT:
The Northeastern Vermont Development Association (NVDA) agrees to assist the Newport City Planning Commission (PC) with the writing and adoption of the proposed Newport City Plan, using the template created by SE Group.

SERVICES:
These services include:

1. **Adoption:** NVDA will assist the PC with the completion of the Municipal Plan in accordance with the estimate attached to this agreement. NVDA staff will attend at regular meetings, and will assist with facilitating dialog with individuals and entities who may bring varying perspectives to the Planning Commission (e.g. Vermont Housing Finance Authority, NEK Collaborative, Town of St. Johnsbury) Mileage is included in this hourly rate.
2. **Mapping:** NVDA will update maps as needed and incorporate infrastructure information available from CAI.

COSTS AND PAYMENT SCHEDULE:
Total project cost is a not-to-exceed $5,210. Billings will be monthly, based on hours worked

EFFECTIVE PERIOD:
This contract shall become effective when signed by both NVDA and the City Manager and shall expire on May 30, 2022 or upon completion of the adoption process, whichever comes first. In the event of contract termination, payment obligations will be fulfilled for the work completed.

STANDARDS:
Any and all documents and/or maps produced by NVDA under this contract shall comply with 24 VSA, Chapter 117, and be of a professional appearance and content.

AMENDMENTS:
This contract may be amended with the mutual written agreement of both NVDA and the City Manager.

AUTHORIZED SIGNATURES:

Laura Dolgin, Newport City Manager

Date: 11/01/2021

Dave Snedeker, Executive Director, NVDA

Date: 11/02/2021

proposed estimate for NVDA Technical Assistance

Each Module is reviewed in a public meeting, although some meetings may review two modules. The goal of each module edit is to integrate relevant core concepts from the appendices, in order to reduce the number of pages of appendices; highlight relevant findings from surveys; refine goals and strategies, and identify actionable strategies wherever possible. Note: Shaded cells indicate combined review of module in on one meeting. Leisure can probably be combined with another meeting, but leaving it by itself for this point gives us some flexibility for scheduling it with another meeting, if we fall behind schedule at some point.

Module Edits	Housing	Integrate planning considerations; refine goals, strategies, changes to implementation plan as needed	6	$ 65.00	$ 390.00
	Development	Integrate planning considerations regarding the characterization of development, constraints to development, water and sewer capacity, proximity to I-91, limited opportunity to new development in privately held lands, public holdings, major transportation routes	8	$ 65.00	$ 520.00
	Vibrancy	Integrate planning considerations for economic development, areas for redevelopment, adaptive reuse of industrial sites, and downtown designation;	6	$ 65.00	$ 390.00
	Community	Integrate planning considerations for education, health, social justics, safety, government; refine goals and strategies, changes to implementation plan and appendices as needed	7	$ 65.00	$ 455.00
	Stewardship	Integrate planning considerations for local hazard mitigation plan, basin planning, watershed associations, expansion of landfill, energy usage; refine goals and strategies, changes to implementation plan and appendices as needed	7	$ 65.00	$ 455.00
	Regional Connectivity	Integrate planning considerations for regional service centers, shared utilities, major transportation corridors, relationship with Canada, multimodal assets, including air, rail and transit; refine goals and strategies, changes to implementation plan and appendices as needed	4	$ 65.00	$ 260.00
	Downtown connectivitly	Integrate planning considerations for lake and waterfront master plan, international border, bluffside, bike path, transportation etc.; refine goals and strategies, changes to implementation plan and appendices as needed	6	$ 65.00	$ 390.00
	Leisure	Integrate planning considerations regarding arts and recreation assets; refine goals and strategies, changes to implementation plan and appendices as needed	7	$ 65.00	$ 455.00
General Edits		Keep track of general edits as arise in meetings, maintain consistency of style, integrate final appendices as needed. Assist with adoption process.	20	$ 65.00	$ 1,300.00
Maps		Update as needed, printouts	14	$ 75.00	$ 1,050.00
		TOTAL			$ 5,665.00

*Each module has one meeting for review. In-person is preferred, although online may be necessary in inclement weather. Some of these meetings are combined!

City Council Approved November 1, 2021

	6/30/20 Balances	FY20/21 Funds Added	FY20/21 Funds Used	6/30/21 Balances	
Restricted (Specific Purpose by Funder)					
Records Restoration Reserve	$ 10,788.00	$ 14,865.50	$ 5,024.92	$ 20,628.58	funds added comes from $4.00 per vital record request goes to the city + electronic land records portion goes to the city
NBRC Grant Funds Match	$ 240,800.00	$ -	$ -	$ 240,800.00	Assigned 9 16 2019
Walmart Funds for Economic Development	$ 240,000.00	$ 100,000.00	$ 30,000.00	$ 310,000.00	2017 first payment/received 4 payments, 2 to go as of 2021
Committed(Specific Purpose by the Council)					
Surplus for future Budget Offset (Tax rate reduction)	$ 100,000.00	$ -	$ 100,000.00	$ -	Committed to offset FY20/21 budget
Street Resurfacing	$ 72,236.33	$ 292,083.00	$ 233,746.56	$ 130,572.77	
Main Street Maintenance	$ 14,750.45	$ 20,000.00	$ 2,727.50	$ 32,022.95	
Street Banners & Lights	$ 4,074.58	$ 5,000.00	$ 9,074.58	$ -	
Public Works Vehicles	$ 159,443.50	$ 165,000.00	$ 109,530.65	$ 214,912.85	
Bridge/Culvert/Retaining Wall Repair	$ 3,707.30	$ 5,000.00	$ -	$ 8,707.30	
Street Reconstruction	$ 66,295.73	$ 50,000.00	$ 5,642.27	$ 110,653.46	
Street Capital Design Projects	$ 124,399.57	$ 80,000.00	$ 10,453.29	$ 193,946.28	
Streetscape & Park Improvements	$ 50,000.00	$ 20,000.00	$ -	$ 70,000.00	Donation & land purchase from FY 2021 (Newport Auto Body)
Municipal Bldg Remodel	$ -	$ 10,000.00	$ 10,000.00	$ -	
Tennis Court Sinking Fund	$ 1,464.00	$ 1,440.00	$ -	$ 2,904.00	
Recreation Maintenance Vehicles	$ -	$ 12,500.00	$ 9,409.19	$ 3,090.81	
Gateway/Waterfront Improvments	$ 5,000.00	$ 10,000.00	$ 10,040.00	$ 4,960.00	
Prouty Beach Improvements	$ 48,279.73	$ 18,500.00	$ 18,980.67	$ 47,799.06	
Gardner Park Improvements	$ 11,059.18	$ 10,000.00	$ -	$ 21,059.18	
Dock Improvements	$ 38,131.79	$ 15,000.00	$ -	$ 53,131.79	
Fire Station Renovations	$ 25,000.00	$ 25,000.00	$ 50,000.00	$ -	
Fire Fighter Grant Cash Match	$ 15,000.00	$ -	$ -	$ 15,000.00	
Police Tech Equipment	$ 6,548.00	$ 5,000.00	$ -	$ 11,548.00	
Bullet Proof Vest Replacement	$ 6,664.75	$ 5,000.00	$ -	$ 11,664.75	
Dispatch Equipment	$ 52,694.65	$ 62,180.93	$ -	$ 114,875.58	
Restricted/Committed/Assigned	$ 1,296,337.56	$ 926,569.43	$ 604,629.63	$ 1,618,277.36	
Unassigned	$ 250,314.44		$ 3,616.80	$ 246,697.64	
Total Fund Balance	$ 1,546,652.00	$ 926,569.43	$ 608,246.43	$ 1,864,975.00	
Fund Balance per Audit Draft page 3				**$1,864,975.00**	

In the governmental fund financial statements, fund balances are classified as follows:

Rectricted - Amounts that can be spent only for specific purposes because of laws, regulations, or externally imposed conditions by grantors or creditors.

Commited - Amounts that can be used only for specific purposes determined by a formal action by the City Council.

Assigned - Amounts that are designated by management for a particular purpose.

Unassigned - All amounts not included in other classifications.

AGREEMENT

Between CITY OF NEWPORT, VT ("City") and
AFSCME COUNCIL 93 LOCAL 2413, AFL-CIO ("Union")

1) The following terms of Agreement are reached by the parties hereto, as indicated above, on the date of the signatures of the parties' authorized representatives below, subject to ratification.

2) The parties agree that Article 5 of their July 1, 2020 – June 30, 2023 Collective Bargaining Agreement ("CBA") shall be modified as follows to add the underlined language:

ARTICLE 5

Hours of Work and Overtime

Section 1. Except for continuous operations, sewer or water treatment operations, and such other special or emergency shifts as may from time to time be established, the regular workweek shall consist of forty (40) hours within seven (7) calendar days. The regular workday shall consist of eight (8) hours. The regular hours of work each day shall be consecutive, except for interruptions for meal periods, one 15-minute rest period in the first half of the shift, and two paid 10-minute clean-up periods (one at lunch time, and one at end of shift). Public Works employees are considered part of emergency services and must be available during emergencies or heavy snowstorms.

When employees are working away from the DPW facility: (a) In spring, summer, and fall months the City shall provide for use during the paid pre-lunch clean-up period a hand washing station; (b) However, when a hand washing station is not provided, or when the supervisor allows based on extreme temperature, unfavorable weather, or similar concerns, and during all winter months (December 21 through March 21), employees may take their pre-lunch clean-up period at the DPW facility, provided that (i) the 10-minute pre-lunch cleanup period shall be extended only to allow travel with no stops directly to the DPW facility, and in no case shall the travel plus pre-lunch cleanup period exceed 20-minutes, and (ii) immediately at the end of the 30-minute unpaid lunch period, the employee will depart the DPW facility for return travel with no stops directly to the work site, and in no case shall the post-lunch return travel exceed 10-minutes without prior authorization.

3) Upon ratification of this Agreement, the parties agree that this foregoing underlined language shall be considered part of the parties' CBA, and that they shall insert the foregoing underlined language into the CBA following the next period of contract negotiations for their CBA.

4) The parties agree that this Agreement provides a full and complete resolution of the grievance for which AFSCME requested arbitration by letter of April 28, 2021, to the City Manager (subject line "Class Action – Newport, VT DPW – Grube, Ross – 2021-VT-0007"). The parties agree that they

shall notify the arbitrator of the settlement of the grievance upon ratification, and they shall equally bear the Arbitrator's cancellation fees and shall each bear their own other costs.

CITY OF NEWPORT, VT

Date

AFSCME COUNCIL 93 LOCAL 2413

11/1/2021

Date

RATIFIED BY NEWPORT CITY COUNCIL:

Date

RATIFIED BY UNION:

11-3-2021

Date