

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



City of Newport  
222 Main Street  
Newport, Vermont 05855  
[www.newportvermont.org](http://www.newportvermont.org)

**Newport City Council Meeting**  
**Council Meeting Agenda**  
**Monday, April 1, 2024, beginning at 6:30 p.m.**  
**Newport City Council Room**

**Video call link: <https://meet.google.com/smx-squt-duq>**  
**Or dial: (US) +1 650-530-7345 PIN: 630 466 827#**

City Council: Linda Joy Sullivan, Mayor  
Chris Vachon, Council President  
Kevin Charboneau  
Clark Curtis  
Rick Ufford-Chase

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

1. Call the Council Meeting to Order
2. Additions/Deletions to the Agenda
3. Approve the minutes of March 18, 2024 & March 27, 2024
4. City Council Rules of Procedure - Anticipated VOTE
5. Local Scout Troop 828
6. Gardner Park Playground Equipment - Update by Recreation Director Mike Brown
7. Solar Eclipse Event - Update by Police Chief Travis Bingham
8. Burn Permit - Update by Interim Fire Chief Kevin Lacoss
9. Memphremagog Community Maritime Boat Inspection
10. HUD Grant Agreement for Grandstand Project - Anticipated VOTE
11. Midway Contract for Gardner Park Summer Carnival - Anticipated VOTE
12. Designation of Official Paper of Record - Anticipated VOTE
13. Approval of Personnel Uses of City Equipment, Expenses & Employee Benefit Discussion
14. Approved Personnel Policy Dated 2/26/2024 Discussion
15. Record Retention Policy Discussion - Anticipated VOTE
16. Purchasing Policy Discussion
17. Comments by Members of the Public
18. New Business
19. Old Business
20. Set next meeting: Regularly Scheduled Council Meeting: April 15, 2024
21. Adjourn

## **Newport City Council Meeting Participation Guidelines**

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

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

City Manager ..... (802) 334-5136  
 334-3891  
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City of Newport  
 222 Main Street  
 Newport, Vermont 05855

### **City Manager Report - April 1, 2024**

Participated in a Grandstand Committee Meeting at the Goodrich Memorial Library to discuss the current status of that Committee and the grandstand restoration project. This project has received funding from multiple sources including donations and two grants including the Freeman Foundation & Congressionally Directed Spending. The committee has asked if the City would be willing to take over the project/grant management.

Participated in the March 18 City Council meeting where the majority of the meeting consisted of organizational items following Town Meeting Day including the election of a new council president and the appointment of positions consistent with the charter.

Joined Mayor Sullivan on NEK-TV each week to provide key updates to the community including a high-level overview of the city council meeting that occurred the night before and the following week we brought on our Recreation Director to talk about all things recreation and to get an anticipated update on the Gardner Park playground project.

Joined Police Department Sergeant Rivers on a ride along for a couple of hours to get a first hand look at what it is like to be on patrol. Sgt Rivers highlighted some of the areas in our community that have posed some challenges for them in terms of drugs and crime.

Joined DPW Director Tom Bernier on a tour of all of the city facilities including the sewer pump stations, Prouty Beach campground, West water tower, East water tower site, reservoir, drinking water well heads, recycling facility, and the DPW garage. Working with Jason to set up a tour of the Wastewater Treatment Facility and the arsenic plant.

Participated in a Newport City Downtown Development Board of Directors meeting to formally introduce myself.

Joined Mayor Sullivan for the Mayor's hours and listened to concerns regarding the Coventry landfill and the health/environmental impacts of the leachate.

Participated in a Newport City solar eclipse planning meeting with staff. There is one final meeting before the event scheduled for Monday, April 1.

Participated in the Orleans-Essex Regional Emergency Management Committee meeting at the Newport Fire Department. During this meeting we had a presentation from the Division of Fire Safety about Community Risk Reduction activities.

Participated in a Newport City Downtown Development Economic Development Task Force meeting as a guest. This meeting consisted of a presentation of the conceptual design for the

J.J. Newberry building on the corner of Main Street and Seymour Lane. This meeting also consisted of a presentation from Brian Gray who NCDD has hired as their economic coordinator.

Participated in a Vermont Town & City Management Association Board of Directors meeting where we discussed and continued planning of the spring conference being held at Jay Peak Resort on May 16 & 17.

Met with Mike and Patrick from the Recreation Department to discuss the lease agreements currently in place for Memphremagog Community Maritime and the changes they would like to see incorporated into the next agreement.

Participated in the City Council Special Meeting to respond to an alleged open meeting law violation.

Met with Mike Welch to discuss the grants that he is managing on behalf of the City. We went through each grant project in detail and set a list of priorities and tasks to complete for each one of us. Mike will no longer be administering the grants for the city after December 2024 and it was understood that the City Manager would take the responsibility in partnership with each department head.

Met with Mayor Sullivan and Lila Bennett, Executive Director from Journey to Recovery, to discuss ways that the city could support this effort.

Worked with Mayor Sullivan and Rebecca to finalize the agenda and get all of the supporting documentation together for the City Council meeting packet.

### **Department Head Updates:**

#### **1.) Recreation - Director Mike Brown**

##### Upcoming Events:

- April 8th: Eclipse viewing party at Gardner Park from 2-4:45. Staff is all set and organized. Bathroom facilities and skate shack will be staffed to assist with questions. The harbor master boat will be in the water as an emergency vehicle in the event we need it on the lake.
- April 26th: Prouty Beach Campground opens up.
- May 4: Opening day of harbor, will be getting docks in the water in the next few weeks and getting set up.
- May 4: Bike Rodeo at the hospital put on by the Rec. Committee.

The Department's big items for April are to get the harbor and campground ready for operation. Docks in the water, water turned on, grass raked and mowed, stores stocked, offices set up, etc.

## **2.) Police - Chief Travis Bingham**

It has been a busy couple weeks planning for the upcoming Eclipse. I have organized two meetings within our own Newport municipality with all stakeholders at the table. Our final meeting will take place this coming Monday to finalize any last minute details. We are planning for a large influx of people and strain on traffic flow and resources. The Police department will be fully staffed and prepared to deal with traffic congestion and incidents that arise. Neighboring agencies from State, County and our federal partners are at the ready to assist should the need arise. Along with this I attended a tabletop exercise that was put on by North Country Hospital for the Eclipse event. All Orleans County Stakeholders were present and representatives from Jay Peak. Without going into too many details, it was well organized and we found some corrective actions from this exercise that needed to be addressed. I have had many conversations with community members about this event. I feel confident we are prepared.

Abraham Saaman just completed his Level II (Part Time Officer) training at the academy last week. Ofc. Saaman has started his Field Training and will be completing that during the spring/early summer. We are excited for Ofc. Saaman to be joining our NPD team.

It remains busy in the policing world and most recent the arrest of an individual that was charged with Kidnapping, Reckless Endangerment and Unlawful Restraint. He was held without bail by the judge after his arraignment. The press release can be found on our Newport Police Department Facebook page. Another subject was arrested for an Attempted Robbery at Maplefields. These are just a couple of the highlighted cases. Lastly, I attended a tabletop exercise at Lake Region Union High School for an active shooter on Tuesday. Another great exercise and job well done to LRUHS.

## **3.) Fire - Interim Chief Kevin Lacoss**

Tuesday 3/19

Training... 2 new Zoll AEDs were purchased and put into service. We went over the operation and maintenance of the units and placed them on the trucks. One will be on E2 and the other on Rescue 5.

We also purchased a new battery-powered chainsaw that was put into service after we received training from one of our firefighters, Jessie Hinton. We went over the operation of the unit and safety procedures. This will be a welcome addition as it can be used for interior overhaul with no C.O. exposure.

Friday 3/22

New Holmatro extrication tools were delivered. We will be training on the new tools on Tuesday, April 2, at the station. We have arranged to have a vehicle on location that we can do a live demo on. All city council members are welcome to attend. Training will begin at 6:15 pm.

Monday 3/25

Regional Emergency Management held its monthly meeting at the fire station. topics discussed were the upcoming solar eclipse and a presentation done by Reg Beliveau jr on Public Fire Education.

Tuesday 3/26

Truck checks were done at the station. Equipment checked included E1-E2- Rescue5- Tower 1-Air rescue boat- Side by Side- Mutual Aid Air trailer and results were recorded.... The new Extraction Tool batteries were plugged into the chargers. Trucks were also washed.

Tuesday 3/26

Newport Fire responded at Approximately 02.00 am to assist Newport Center Fire for a reported explosion and commercial garage fire. Newport Fire responded with Engine 2, Rescue 5, and 9 Firefighters. We were on scene until 4.00 am.

Friday 3/29

Met with VTrans on site, Rt 14, Coventry for a culvert replacement that will involve closing Rt 14. No concerns at this time.

We are currently at 42 calls for the year, and as always we are looking for volunteers to join our Department. If interested, stop at the station for an application or call 802-334-7919.

#### **4.) Planning & Zoning - Frank Cheney**

The Planning Commission continues to work tirelessly on the formulation of the new Unified Development Regulations as part of Newport's Bylaw Modernization Grant. The proposed draft regulation is currently under final review and is scheduled to be fundamentally completed by 6/30/2024. Additionally, I have scheduled a Developmental Review Board Hearing for April 3, 2024, at 6:30 p.m. to consider two commercial applications.

The Tax Assessment Office has been very busy with end-of-period site visits relating to the fast-approaching April 1st cutoff for identification of the upcoming tax year individual property values. The early indications of my initial visits represent a favorable increase in the value of the Grand List.

#### **5.) Public Works - Director Thomas Bernier**

- Holding weekly safety meetings last one today, Friday, March 29th on Safety Data Sheets
- Spring cleanup has begun of sidewalks, roads, and all facilities. A list of 74 street name signs was generated and various other needed regulatory signs were ordered recently.
- Causeway traffic signal & street lighting project will be moving forward with requesting bids of all materials within the project.
- Stone Environmental is scheduled to be at Gardner Park playground April 2nd to initiate the start of the remediation project.

- EPA/State Water System Lead and Copper Rule. The city will initiate an entire water system inspection of every water service line within our system. This task will require in-home/business visual inspections of every water line. I am coordinating this to encompass gathering information to assist with water meter data and installations.
- Wastewater facility sludge press and Casella container seems to be working very well and the crew is getting the container tonnage amount dialed in, so we are not overweight.

**Council Minutes****March 18, 2024**

A duly warned meeting of the Newport City Council was held on March 18, 2024, in the council room in the Newport Municipal Building. Present were Mayor Linda Sullivan, Council Members Kevin Charboneau, Rick Ufford-Chase, Clark Curtis, and Chris Vachon, City Manager Jonathan DeLaBruere, City Clerk/Treasurer James Johnson, Public Works Director Tom Bernier, Police Chief Travis Bingham, Recreation Director Mike Brown, Comptroller Rebecca Therrien, Interim Fire chief Kevin LaCoss, Zoning Administrator Frances Cheney III.

Mayor Sullivan called the meeting to order at 6:30pm.

**Additions/Deletions to the Agenda**

Mr. Charboneau requested to revisit the Personnel Policy either tonight or at the next meeting.

Phil White and Kathleene Marcil presented the council a picture of the Winter Swim.

**Approval of Minutes**

Mr. Vachon moved to approve the Council Meeting Minutes and the Informational meeting minutes of March 4, 2024. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Vachon moved to approve the Annual Meeting minutes of March 5, 2024. Seconded by Mr. Charboneau, motion carried unanimously.

**Election of Council President**

Mr. Charboneau moved to elect Chris Vachon, Council President. Seconded by Mr. Ufford-Chase, motion carried.

**City Council Rules of Procedure**

Mr. Charboneau moved to approve the Council Rules of Procedure. Seconded by Mr. Vachon, Motion carried unanimously. After discussion, the council decided to review the rules further. Mr. Vachon withdrew the second and Mr. Charboneau withdrew the Motion.



### **City Government Appointments**

Mr. Vachon moved to appoint Jonathan DeLaBruere, City Manager. Seconded By Mr. Curtis, motion carried unanimously.

Mr. Charbonneau moved to appoint Tom Bernier, Superintendent of Streets and Waterworks. Seconded By Mr. Vachon, motion carried. Charboneau, Ufford-Chase, Vachon in favor, Curtis against.

Mr. Vachon moved to appoint Travis Bingham, Chief of Police. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Charboneau moved to appoint Interim Chief LaCoss and 1<sup>st</sup> Assistant Chief James LeClair Jr. Fire Wardens. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Ufford-Chase moved to appoint Mike Brown, Director of Recreation and Parks. Seconded by Mr. Charboneau, motion carried unanimously.

Mr. Ufford-Chase moved to appoint Jennifer Smith, Sean Pilkner, Colleen Cole, and Matt Kiley to the Recreation Committee for two years. Seconded by Mr. Charboneau, motion carried unanimously.

Mr. Curtis moved to appoint Frances Cheney III, Assessor. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Charboneau moved to appoint City Manager Jonathan DeLaBruere, Delinquent Tax Collector. Seconded by Mr. Ufford -Chase, motion carried unanimously.

Mr. Charboneau moved to appoint Frances Cheney III, Zoning Administrator. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to appoint Stitzel, Page & Fletcher City Attorney. Seconded By Mr. Charboneau, Motion carried unanimously.

Mr. Curtis moved to appoint Denis Chenette, Jean Condon, and Paul Monette to the Cemetery Commission. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Charboneau moved to appoint Robert Gosselin, City Landscaper. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Charboneau moved to increase the members of the Planning Commission to six. Seconded by Mr. Ufford-Chase motion carried unanimously. Mr. Ufford -Chase moved to appoint John Monette, Gina Cirelli and Jay Walsh to the Planning Commission/ Historic Preservation for three years. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Vachon moved to appoint Patrick Finn, Harbor Master. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Vachon moved to appoint William Round and Ronald Chaffee to the Harbor Commission. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Vachon moved to increase the number of members on the DRB to nine. Seconded by Mr. Charboneau, motion carried unanimously. Mr. Vachon moved to appoint Agathe Coburn and Patrick Hurley to the DRB. Seconded by Mr. Curtis, motion carried unanimously. All other applicants will be interviewed by the DRB.

Mr. Vachon moved to appoint the Newport Police Department, Animal Control Officers. Seconded by Mr. Charboneau, motion carried unanimously.

Mr. Vachon moved to appoint Kevin LaCoss, Health Officer. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Charboneau moved to appoint Robert Gosselin, Tree Warden. Seconded by Mr. Ufford-Chase, Motion carried unanimously.

Mr. Charboneau moved to appoint the Mayor and City Manager Representative's to NVDA. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Curtis moved to appoint the Mayor, Representative to NVEDD. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to appoint Tom Bernier, Weigher of Coal. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Ufford-Chase moved to appoint Tom Bernier, Inspector of Wood and Shingles. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to appoint Frances Cheney III, Building Safety Officer. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Vachon moved to appoint Frances Cheney III, E-911 Coordinator. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Curtis moved to appoint Chief Bingham, Emergency Management Director. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to appoint Andrew Touchette, Clark Curtis, and Laurie Grimm as Grand Jurors. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Charboneau moved to appoint the firm of Kittell, Branagan and Sargent, City Auditors. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Ufford-Chase moved to appoint Woodman Page and Chris Vachon(alternate) to the NEK Broadband Board. Seconded by Mr. Charboneau, motion carried unanimously.

**Authorization to sign Warrants.**

Mr. Curtis moved to authorize the mayor and/or Council President to sign warrants. Seconded by Mr. Vachon, motion carried unanimously.

**Newport City Downtown Development – Electronic Kiosk Update**

Emily Smartt updated the council on the proposed NCDD Electronic Kiosk

**Fire Department – New Engine/Pumper Update**

Mr. LaCoss stated that the new Engine/Pumper is slated for delivery next February or March.

**Road Agreement -Wildflower Way**

Mayor Sullivan updated the council on the Wildflower Way Road Agreement.

**Vacation Time Ratification**

Mr. Vachon moved to leave Mr. Cheney at three weeks' vacation and move Mr. Bingham to six weeks' vacation. Seconded by Mr. Ufford-chase, motion carried unanimously.

**MVP Group Health Plan Contract**

Mr. Vachon moved to approve the MVP Group Health Plan Contract in its current form. Seconded by Mr. Curtis, motion carried unanimously.

**Residuals Management Service Agreement**

Mr. Vachon moved to authorize the mayor to sign or negotiate and sign the contract. Seconded by Mr. Charboneau, motion carried unanimously.

**Water and Wastewater allocations for 157 Kingdom Way**

Mr. Vachon moved to approve the allocation requests for 157 Kingdom Way. Seconded by Mr. Curtis, motion carried unanimously.

**Water/Sewer Rates Discussion**

Mr. DeLaBruere stated that Becky had plugged in the number and this is where we stand. Anne Chiarello thanked the council for looking into the W/S rates.

### **Comments by the Public**

Mr. Charboneau noted that there had been a number of vehicle break-ins at NCUHS

Comments by Beth Barnes and Claire McIntyre

### **New Business**

Mr. Charboneau moved to approve Liquor Licenses and Outside consumption permits for the VFW. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Ufford-Chase moved to approve a vendor permit for Buggy's Breakfast LLC. Seconded by Mr. Charboneau, motion carried unanimously.

Mayor Sullivan noted that that State Treasurer will attend the Community forum on May 13<sup>th</sup>.

The Capello Litigation is in mediation.

The Vermont Supreme Court sided with the city in the Newport Senior Housing suit.

### **Old Business**

Mayor Sullivan updated the council on the leak at Casella due to a malfunction.

The city is now starting random analysis and checking of salary allocations to Sewer and Water.

The mayor clarified an article in the Chronicle on March 6, 2024, which stated the Personnel Policy was adopted without inclusion of city employees. This is false. The current policy is the result of years long review by the Council, department heads, and employees.

The Mayor, City Manager, Department Heads and Police Chief have been attending safety meetings on the eclipse.

### **Next Meeting Date**

Mr. Vachon moved that the next council meeting be on April 1, 2024. Seconded by Mr. Charboneau, motion carried unanimously.

### **Adjournment**

Mr. Charboneau moved to adjourn at 9:02pm. Seconded by Mr. Curtis, motion carried unanimously.

**DRAFT**

Attested \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Mayor

# NEWPORT CITY RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS

## A. PURPOSE.

The City Council of Newport City is required by law to conduct its meetings in accordance with the Vermont Open Meeting Law, 1 V.S.A. §§ 310-314. Meetings of the City Council of Newport City must be open to the public at all times, except as provided in 1 V.S.A. § 313.

## B. APPLICATION.

This policy setting forth rules of procedure shall apply to the City Council of Newport City, which is referred to below as "the body." These rules shall apply to all regular, special, and emergency meetings of the body.

## C. ORGANIZATION.

1. The body shall annually elect a president. The mayor of the body or, in the mayor's absence, the president shall preside over all meetings. If both the mayor and the president are absent, a member selected by the body shall act as chair for that meeting.
2. The mayor shall preserve order in the meeting and shall regulate its proceedings by applying these rules and making determinations about all questions of order or procedure.
3. A majority of the members of the body shall constitute a quorum. If a quorum of the members of the body is not present at a meeting, no meeting shall take place.
4. No single member of the body shall have authority to represent or act on behalf of the body unless, by majority vote, the body has delegated such authority for a specific matter at a duly-noticed meeting and such delegation is recorded in the meeting minutes.
5. Motions made by members of the body do require a second. A motion will only pass if it receives the votes of a majority of the total membership of the body.
6. There is no limit to the number of times a member of the body may speak to a question. A member may speak or make a motion only after being recognized by the mayor. Motions to close or limit debate will be entertained.
7. Any member of the body may request a roll call vote. Pursuant to 1 V.S.A. § 312(a)(2), when one or more members attend a meeting electronically, a roll call vote is required for votes that are not unanimous.
8. Meetings may be recessed to a time and place certain.
9. All electronic devices used by council members, the public and others present must be silenced (turned off or put on "vibrate" during council meetings. Texting, unless authorized by the city council for official city business, will be prohibited by members of the city council, the city manager, and clerk treasurer during the meeting.
10. These rules may be amended by majority vote of the body, and must be re-adopted annually.

#### D. AGENDAS.

1. Each regular and special meeting of the body shall have an agenda. Those who wish to be added to the meeting agenda shall contact the City Manager to request inclusion on the agenda at least 3 days prior. The mayor shall determine the final content of the agenda.
2. At least 48 hours prior to a regular meeting, and at least 24 hours prior to a special meeting, a meeting agenda shall be posted in or near the municipal office and at the following designated public places in the municipality: Newport City Municipal Building, Goodrich Memorial Library and the U.S. Post Office. At least 48 hours prior to a regular meeting, and at least 24 hours prior to a special meeting, a meeting agenda shall be posted on <http://newportvermont.org/website/>. The agenda must also be made available to any person who requests such agenda prior to the meeting.
3. All business shall be conducted in the same order as it appears on the noticed agenda, except that any addition to or deletion from the noticed agenda must be made as the first act of business at the meeting. No additions to or deletions from the agenda shall be considered once the first act of business at the meeting has commenced. Any other adjustment to the noticed agenda, for example, changing the order of business, postponing or tabling actions, may be made by majority vote of the body.

#### E. MEETINGS.

1. Regular meetings shall take place on the first and third Monday of the month at 6:30 p.m. in the Council Room of the Municipal Building, unless otherwise warned.
2. Special meetings shall be publicly announced at least 24 hours in advance by giving notice to all members of the body unless previously waived; posting in the municipal clerk's office and at the following designated places in the municipality: Newport City Municipal Building, Goodrich Memorial Library, the U.S. Post Office, posted on <http://newportvermont.org/website/> and to any person who has requested notice of such meetings.
3. Emergency meetings may be held without public announcement, without posting of notices, and without 24-hour notice to members, provided some public notice thereof is given as soon as possible before any such meeting. Emergency meetings may be held only when necessary to respond to an unforeseen occurrence or condition requiring immediate attention by the public body.
4. A member of the body may attend a regular, special, or emergency meeting by electronic or other means without being physically present at a designated meeting location, so long as the member identifies him or herself when the meeting is convened, and is able to hear and be heard throughout the meeting. Whenever one or more members attend electronically, voting that is not unanimous must be done by roll call. If a quorum or more of the body attend a meeting (regular, special, or emergency) without being physically present at a designated meeting location, the agenda for the meeting shall designate at least one physical location where a member of the public can attend and participate in the meeting. At least one member of the body, or at least one staff or designee of the body, shall be physically present at each designated meeting location.



**F. PUBLIC PARTICIPATION.**

1. All meetings of the body are meetings in the public, not of the public. Members of the public shall be afforded reasonable opportunity to express opinions about matters considered by the body during public comment, so long as order is maintained according to these rules.

*W-4 to beginning*  
\* 2. At the end of each agenda, but before any action is taken by the public body, there may be as much as 15 minutes afforded for open public comment. By majority vote, the body may increase the time for open public comment.

3. Comment by the public or members of the body must be addressed to the chair or to the body as a whole, and not to any individual member of the body or public.

4. Members of the public must be acknowledged by the mayor before speaking.

5. If a member of the public has already spoken on a topic, he or she may not be recognized again until others have first been given the opportunity to comment.

6. Order and decorum shall be observed by all persons present at the meeting. Neither members of the body, nor the members of the public, shall delay or interrupt the proceedings or the peace of the meeting or interrupt or disturb any member while speaking. Members of the body and members of the public are prohibited from making personal, impertinent, threatening, or profane remarks.

7. Members of the body and members of the public shall obey the orders of the mayor or other presiding member. The mayor should adhere to the following process to restore order and decorum of a meeting, but may bypass any or all steps when he or she determines in his or her sole discretion that deviation from the process is warranted:

a. Call the meeting to order and remind the members of the applicable rules of procedure.

b. Declare a recess or table the issue.

c. Adjourn the meeting until a time and date certain.

d. Order law enforcement to remove disorderly person(s) from the meeting.

**Dated this 18th day of March, 2024:**

\_\_\_\_\_  
Linda Joy Sullivan, Mayor

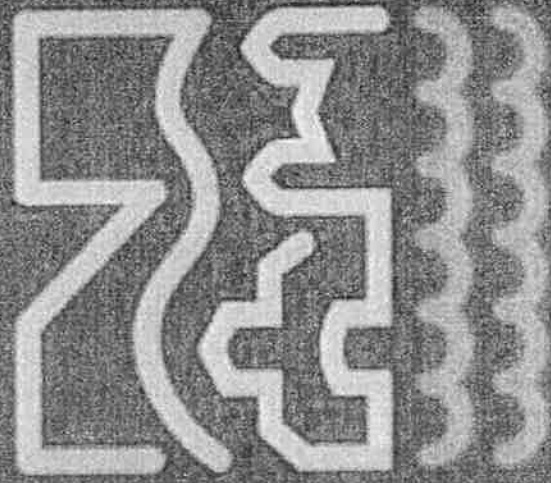
\_\_\_\_\_  
Council President

\_\_\_\_\_

\_\_\_\_\_

Discover

**Newport**  
VERMONT



Newport City

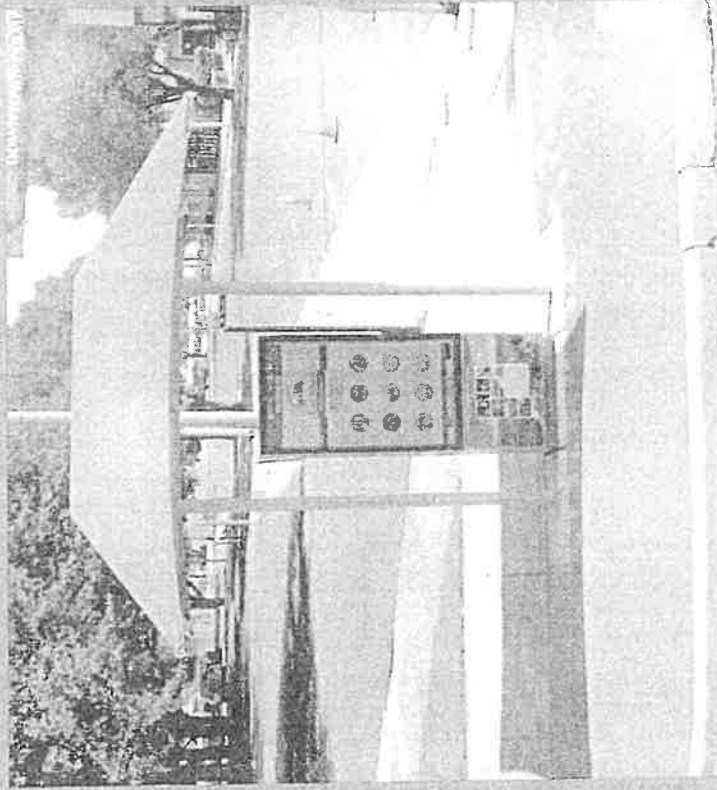
Downtown Development

Electronic Kiosk Update to Newport City Council 3/18/24

## **Kiosk Proposal: to have an interactive, 24/7 electronic welcome and orientation kiosk in Downtown Newport**

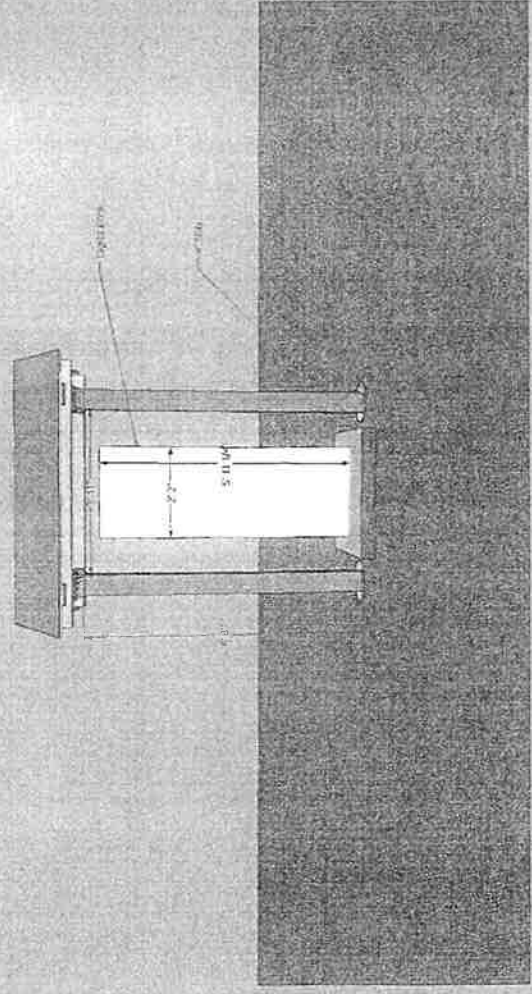
- This project grows out of a recommendation made in Section 3: Vision Plan of the 2018 Waterfront and Downtown Master Plan
- In 2022, NCDD's Economic Development Committee reviewed proposals from three companies and chose Advanced Kiosk in New Hampshire
- Funding for the Project was secured through USDA Rural Business Devp Grant awarded to NCDD in July, 2023 with a match from NCDD.

# What the Kiosk Will Look Like

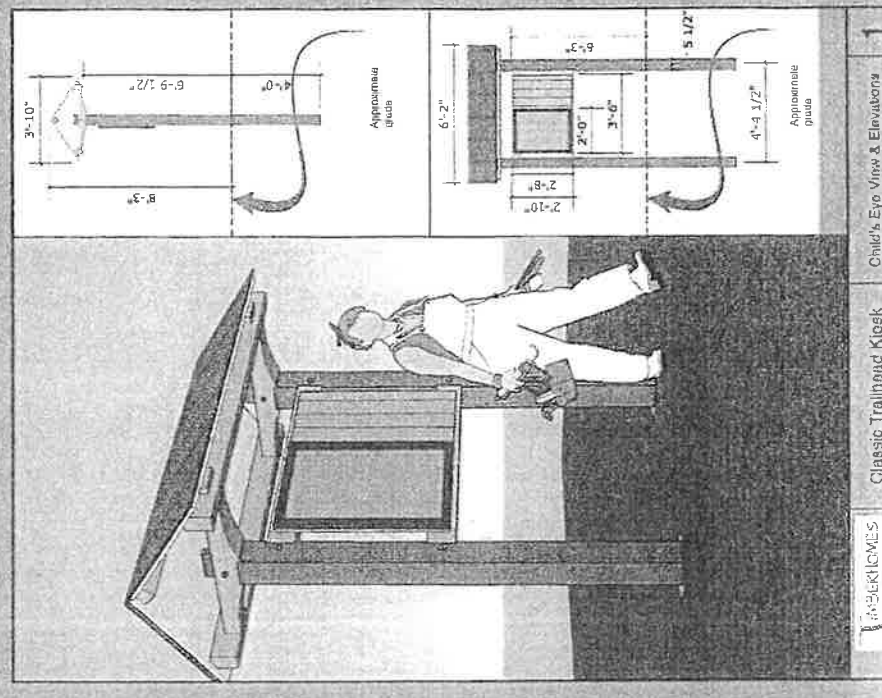


This is a picture of a similar kiosk currently in-service in Carlsbad NM, using an appropriate shelter for their climate.

# Proposed Shelter for our Kiosk



Proposed Shelter to be built and installed by Timberhomes Vermont



# Implementation

- Kiosk is currently being build by Advanced Kiosk
- Software/Content Development: Currently underway
- This week: Sign Contract with Timberhomes Vermont
- Late April: Public Works prepares site for 4x4 concrete pad
- Late April: Timberhomes installs shelter
- First week of May: Public Works pours concrete pad
- By May 15<sup>th</sup>: Kiosk Delivery to be installed by Public Works
- Kiosk will be usable immediately upon installation

# Content and Location

- Kiosk Content will mimic the look of DiscoverNewportVT.com
- NCDD will monitor use and upgrade content as needed
- Internet access will most likely be by wireless signal (cost to be covered by NCDD.
- Kiosk to be located in the Municipal Parklet – final location TBD

<https://newportvt.kiosksoftware.us/?mypage=welcomeKiosk>

## No Action Required:

This is just an update and a chance for Council to see the plans and ask any questions before NCDD signs a contract this week to have the shelter constructed.







## Your MVP Health Care Group Health Plan Contract

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REBECCA THERRIEN  
222 MAIN ST  
NEWPORT VT 05855

Thank you  
for choosing MVP.

We are dedicated to making health insurance more convenient, more supportive, and more personal for you *and* your employees.

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### Take advantage of the MVP online resources.

Save time making important day-to-day transactions using your Online Employer Account. Visit [mvphealthcare.com/employers](http://mvphealthcare.com/employers) to register—simply use your MVP group number, **427787**.

With a few clicks, you can view and pay your bill; add, delete, or make changes to your employee roster; order ID cards for your employees; look up benefit details; and more.



## Your MVP Health Care Group Health Plan Contract

# Let's get started.

Enclosed you'll find two copies of your Group Health Insurance Contract. If you offer your employees multiple plans, you will receive a Contract *for each plan*. Please review the Contract carefully, and if any information is inconsistent with your understanding, contact MVP.

You will need to review, sign, and return to MVP, the MVP copy of the Contract for *each* plan.

Email: [employergroupcontracts@mvphealthcare.com](mailto:employergroupcontracts@mvphealthcare.com)

Fax: **1-844-946-8004**

Mail: Use the postage-paid envelope included



If we do not receive your signed Contract within 60 days, your first premium payment will be deemed your acceptance of the conditions of the Group Contract.

## Talk to your MVP team—we're here when you need us.

If you have account-specific questions about this Contract, contact your MVP Representative at **1-844-865-0250** or email [sbiu@mvphealthcare.com](mailto:sbiu@mvphealthcare.com). You can also contact your broker, if applicable.

You can contact the MVP Group Personal Service Team by phone or email for help with billing and eligibility questions.

**1-844-946-8003**

[GPST@mvphealthcare.com](mailto:GPST@mvphealthcare.com)

[ Please sign and return this Vermont Group Health Insurance Contract to MVP within 30 days. ]



# Vermont Group Health Insurance Contract

Between **MVP HEALTH INSURANCE COMPANY (MVP)**  
625 State Street, Schenectady, New York 12305-2111    **518-370-4793**

And **CITY OF NEWPORT (Group)**    Group Number **427787**

In consideration of the payment to MVP of the premiums called for herein, MVP agrees to provide the coverage described in this Group Contract ("Contract"), subject to all agreements and mutual covenants contained herein, commencing on **January 1, 2024 12:00 am Eastern Standard Time (the "Effective Date")** and continuing until **December 31, 2024 11:59 pm Eastern Standard Time** (this period is referred to as the "Initial Term"). After the Initial Term, this Contract shall automatically renew for subsequent 12-month terms, unless this Contract is non-renewed or terminated in accordance with the provision contained herein.


This Vermont Health Insurance Contract consists of this Signature Page and the following Exhibits:

- Exhibit A** Premium Rate Schedule
- Exhibit B** Certificate of Coverage
- Exhibit C** Rider  
FRVT37324 VT Wellness Reimbursement Rider
- Exhibit D** Summary of Benefits and Coverage  
MVP VT Plus HDHP (Group Non-Standard) Gold 3  
*Your benefits product has been deemed creditable for the required Centers for Medicare & Medicaid Services (CMS) employee notification. Creditable coverage is defined as health insurance that meets or exceeds the Medicare drug benefit.*
- Exhibit E** General Terms and Conditions
- Exhibit F** Vermont Small Group Guidelines

The parties executing this Contract represent and warrant that they have the authority to bind their respective entities to this Contract. In witness whereof, MVP and Group have caused this Group Contract to be executed as of the Effective Date.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and, in Vermont, shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

MVP HEALTH CARE

By:  Title: Vice President, Commercial Sales    Date: February 12, 2024

CITY OF NEWPORT



By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Email: \_\_\_\_\_

Unless otherwise prohibited by law, by checking this box I consent to the receipt of electronic communications related to my MVP health plan at the email address I provided. I have read and agree to the details outlined in the MVP *Electronic Communications Disclosure*, available at [mvphealthcare.com/notice-privacy-practices-compliance](http://mvphealthcare.com/notice-privacy-practices-compliance) or by calling MVP at 1-800-TALK-MVP (1-800-825-3687).

[ Sign and retain this copy of the Vermont Group Health Insurance Contract for your records. ]

# Vermont Group Health Insurance Contract



Between **MVP HEALTH INSURANCE COMPANY (MVP)**  
625 State Street, Schenectady, New York 12305-2111      **518-370-4793**

And **CITY OF NEWPORT (Group)**      Group Number **427787**

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FRVT37324VT Wellness Reimbursement Rider
- Exhibit D**    **Summary of Benefits and Coverage**  
MVP VT Plus HDHP (Group Non-Standard) Gold 3  
*Your benefits product has been deemed creditable for the required Centers for Medicare & Medicaid Services (CMS) employee notification. Creditable coverage is defined as health insurance that meets or exceeds the Medicare drug benefit.*
- Exhibit E**    **General Terms and Conditions**
- Exhibit F**    **Vermont Small Group Guidelines**

The parties executing this Contract represent and warrant that they have the authority to bind their respective entities to this Contract. In witness whereof, MVP and Group have caused this Group Contract to be executed as of the Effective Date.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and, in Vermont, shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

MVP HEALTH CARE

By:  Title: Vice President, Commercial Sales      Date: February 12, 2024

CITY OF NEWPORT



By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Email: \_\_\_\_\_

Unless otherwise prohibited by law, by checking this box I consent to the receipt of electronic communications related to my MVP health plan at the email address I provided. I have read and agree to the details outlined in the MVP *Electronic Communications Disclosure*, available at [mvphealthcare.com/notice-privacy-practices-compliance](http://mvphealthcare.com/notice-privacy-practices-compliance) or by calling MVP at **1-800-TALK-MVP (1-800-825-5687)**.



# Premium Rate Schedule

## CITY OF NEWPORT

Group Number 427787

MVPVT Plus HDHP (Group Non-Standard) Gold 3

The Contracted Rates below are effective **January 1, 2024–December 31, 2024** as set forth in the Group Health Insurance Contract included with this Premium Rate Schedule.

	Single Rate (per Month)	Double Rate (per Month)	Parent+ Child(ren) Rate (per Month)	Family Rate (per Month)
Medical	\$947.82	\$1,895.64	\$1,829.29	\$2,663.37

# Certificate of Coverage



## Important Certificate of Coverage Information

MVP will provide all Subscribers with a Certificate of Coverage (COC). If you would like a copy of the COC(s) for your plan(s), please indicate your request below and return this page with your signed Contract in the enclosed envelope.

Certificates of Coverage are also available at [mvphealthcare.com/notice-privacy-practices-compliance](http://mvphealthcare.com/notice-privacy-practices-compliance).

Please email the Certificate(s) of Coverage for my contracted health plan to:

*(Your email address)*

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Please feel free to call **1-844-865-0250** if you have any questions or would like to have the COC(s) mailed to you.

Sincerely,

Small Business & Individual Service Unit  
Account Representative  
MVP Health Care



This Rider amends the terms of your MVP Health Plan, Inc. ("MVP") Contract (the "Contract") as follows:

#### A. General Description of Program.

MVP's Well-Being Reimbursement focuses on the total well-being of our members. The program considers five key dimensions in support of a member's total well-being: Social, Surroundings, Physical, Financial, and Mind & Spirit. This program is designed to help you take an active role in managing your lifestyle by providing incentives for meeting health recommendations, participating in programs, or completing healthy activities in support of our five dimensions. The program is easily accessible through the member website at [mvphealthcare.com](http://mvphealthcare.com) or by calling the MVP Customer Care Center at the phone number listed on the back of your MVP Member ID card.

#### Well-Being Reimbursement

The Well-Being reimbursement provides up to a six hundred dollars (\$600) reimbursement per Contract, per calendar year for programs in the five dimensions of Well-Being: Social, Surroundings, Physical, Financial and Mind & Spirit. For a complete listing of the programs and program requirements, please refer to the MVP website at [mvphealthcare.com](http://mvphealthcare.com) or by calling the MVP Customer Care Center at the number listed on the back of your MVP Member ID card.

How to receive reimbursement:

Reimbursement applies to the calendar year in which the service is paid. Submit a completed Well-Being Benefit Reimbursement Request form to MVP Health Care. This form can be found by signing into your MVP online account at [mvphealthcare.com](http://mvphealthcare.com) and selecting **Begin Your Path To Well-Being**. You may also contact the MVP Customer Care Center at the number listed on the back of your MVP Member ID card to have a form sent to you.

You must pay for the service before submitting a request for reimbursement.

For each reimbursement you are requesting, you must attach:

- Proof of payment
- Documentation from the service provider, such as:
  - Provider Name,
  - Type of service provided,
  - Date the service was rendered (start date),
  - Out-of-pocket cost for the service, including date(s) of all payment(s), and
  - Name of the person(s) receiving the service.



**B. Additional Program Provisions.**

The maximum reimbursement is provided to the subscriber (contract holder) only. For example, a family of four enrolled in one plan contract would be eligible for one maximum reimbursement, per calendar year. Reimbursement applies to the calendar year in which the service or item is paid. For example, if a service was provided in December of the previous calendar year, but you paid for it in January of the current calendar year, it will apply to the current calendar year's reimbursement. All reimbursement forms must be received no later than one year after the date you paid for the service or item.

**C. Reasonable Accommodations.**

If it is unreasonably difficult due to a medical condition for you to achieve the standards for the reward under this program by calling the MVP Customer Care Center at the number listed on the back of your MVP Member ID card, we will work with you to develop a way for you to qualify for the reward.

**D. Other Provisions.**

All of the terms, conditions, and limits of your Contract also apply to this Rider, except where changed by this Rider.

By:



Christopher Del Vecchio,  
Chief Executive Officer  
MVP Health Plan, Inc.



# MVP Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage Period: 01/01/2024 – 12/31/2024  
Coverage for: Single/Family | Plan Type: HD

Exhibit D

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, [www.mvphealthcare.com/vermont](http://www.mvphealthcare.com/vermont). For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call 1-800-348-8515 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall <u>deductible</u> ?	In-Network - \$3,000 individual / \$6,000 family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes, Preventive Care	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services.
What is the <u>out-of-pocket limit</u> for this plan?	In-Network - \$3,000 individual / \$6,000 family Includes Diabetic Supplies and Equipment. Pharm - \$1,600 individual / \$3,200 family Medical and Pharmacy Out of Pocket Limits are combined	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the <u>out-of-pocket limit</u> ?	Copayments for certain services, premiums, balance-billing charges, and healthcare this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See <a href="http://www.mvphealthcare.com">www.mvphealthcare.com</a> or call 1-800-348-8515 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the specialist you choose without a referral.

Common Medical Event	Services You May Need	What You Will Pay In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Primary care visit to treat an injury or illness	0% coinsurance Deductible applies	Not covered	None
<b>If you visit a health care provider's office or clinic</b>	<u>Specialist visit</u>	0% coinsurance Deductible applies	Not covered	None
	<u>Other practitioner office visit</u>	0% coinsurance Deductible applies for Chiropractic Care and Physical Therapy	Not covered	No visit limit for Chiropractic Care
	<u>Preventive care/screening/immunization</u>	No charge	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
<b>If you have a test</b>	<u>Diagnostic test</u> (X-ray, blood work)	Lab Office - 0% coinsurance Deductible applies; Lab Facility - 0% coinsurance Deductible applies; Radiology Office - 0% coinsurance Deductible applies; Radiology Facility - 0% coinsurance Deductible applies	Not covered	Lab Office - None; Lab Facility - None; Radiology Office - None; Radiology Facility - None
	Imaging (CT/PET scans, MRIs)	Office - 0% coinsurance Deductible applies; Facility - 0% coinsurance Deductible applies	Not covered	Prior authorization is required for some services

Common Medical Event	Services You May Need	What You Will Pay	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
Tier 1 (Generic drugs)	0% coinsurance Deductible applies	Not covered	Preventive drugs 30 day supply \$10; 90 day supply \$25, deductible waived		
Tier 2 (Preferred brand drugs)	0% coinsurance Deductible applies	Not covered	Preventive drugs 30 day supply \$15; 90 day supply \$37.50, DD Waived. Prior authorization is required for some prescriptions		
Tier 3 (Non-preferred brand drugs)	0% coinsurance Deductible applies	Not covered	Preventive drugs 30 day/90 supply 5% deductible waived. Prior authorization is required for some prescriptions. Includes Diabetic Supplies and Equipment		
Tier 4 Specialty drugs	0% coinsurance Deductible applies	Not covered	Preventive drugs 30 day supply 5% deductible waived, available through Specialty Pharmacy. Prior authorization is required for some prescriptions.		
Facility fee (e.g., ambulatory surgery center)	0% coinsurance Deductible applies	Not covered	Prior authorization is required for some services		
Physician/surgeon fees	0% coinsurance Deductible applies	Not covered	Prior authorization is required for some services		
<u>Emergency room care</u>	0% coinsurance Deductible applies	0% coinsurance Deductible applies	None	None	
<u>Emergency medical transportation</u>	0% coinsurance Deductible applies	0% coinsurance Deductible applies	None	None	
<u>Urgent care</u>	0% coinsurance Deductible applies	0% coinsurance Deductible applies	None	None	

Common Medical Event	Services You May Need	What You Will Pay In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance Deductible applies	Not covered	Prior authorization is required for some services
	Physician/surgeon fees	0% coinsurance Deductible applies	Not covered	Prior authorization is required for some services
If you need mental health, behavioral health, or substance abuse services	Outpatient services	0% coinsurance Deductible applies	Not covered	None
	Inpatient services	0% coinsurance Deductible applies	Not covered	None
If you are pregnant	Office visits	0% coinsurance Deductible applies	Not covered	Cost sharing does not apply to certain preventive services. Depending on the type of services, a copay, coinsurance, and/or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	0% coinsurance Deductible applies	Not covered	
	Childbirth/delivery facility services	0% coinsurance Deductible applies	Not covered	

Common Medical Event	Services You May Need	What You Will Pay In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need help recovering or have other special health needs	<u>Home health care</u>	0% coinsurance Deductible applies	Not covered	None
	Rehabilitation services/ Habilitation services	OP ReHab: 0% coinsurance Deductible applies IP ReHab: 0% coinsurance Deductible applies	OP ReHab: Not covered IP ReHab: Not covered	OP ReHab: 30 combined PT/OT/ST visits per year IP ReHab: None
	<u>Skilled nursing care</u>	0% coinsurance Deductible applies	Not covered	None
	<u>Durable medical equipment</u>	0% coinsurance Deductible applies	Not covered	Prior authorization is required for some items
	<u>Hospice services</u>	0% coinsurance Deductible applies	Not covered	None
If your child needs dental or eye care	Children's eye exam	0% coinsurance Deductible applies	Not covered	One eye exam per year to age 21
	Children's glasses	0% coinsurance Deductible applies	0% coinsurance Deductible applies	One pair per year to age 21. Eyewear can be purchased from any provider
	Children's dental check-up	Class 1: 0% coinsurance Deductible applies Class 2: 0% coinsurance Deductible applies Class 3 and Orthodontic: 0% coinsurance Deductible applies	Class 1: Not covered Class 2: Not covered Class 3 and Orthodontic: Not	Two dental exams per year to age 21. Adult Dental not covered

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- Cosmetic Surgery
- Dental Care (Adult)
- Long-Term Care
- Non-Emergency care when traveling outside the U.S
- Routine Eye Care (Adult)
- Routine Foot Care(Routine Foot Care for Diabetes is covered)

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- Abortion
- Acupuncture(\$500 Allowance)
- Bariatric Surgery(Requires Prior Authorization)
- Chiropractic Care
- Hearing Aids
- Infertility Treatment

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:

MVP Health Care  
P.O. Box 2207  
Schenectady, NY 12301  
Toll Free: 1-888-687-6277  
[www.mvphealthcare.com/vermontmembers@mvphealthcare.com](http://www.mvphealthcare.com/vermontmembers@mvphealthcare.com)

You can also contact the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [dol.gov/ebsa](http://dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 or [ccio.cms.gov](http://ccio.cms.gov). Church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

MVP Health Care  
Attn: Member Appeals  
P.O.Box 2207  
Schenectady, NY 12301  
Toll Free: 1-800-348-8515  
[www.mvphealthcare.com](http://www.mvphealthcare.com)  
[members@mvphealthcare.com](mailto:members@mvphealthcare.com)

You can also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform), or the Vermont Department of Financial Regulation at 1-800-631-7788 or [dfr.vermont.gov](http://dfr.vermont.gov). Additionally, a consumer assistance program can help you file your appeal. Contact the Vermont Legal Aid at 1-800-889-2047 or [vilegalaid.org](http://vilegalaid.org).

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

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To see examples of how this plan might cover costs for a sample medical situation, see the next section.



About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.



**Peg is Having a Baby**

(8 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible
- Specialist Coinsurance
- Hospital (facility) Coinsurance
- Other Coinsurance

\$3,000  
0%  
0%  
0%

**This EXAMPLE event includes services like:**  
Specialist office visits (prenatal care)  
Childbirth/Delivery Professional Services  
Childbirth/Delivery Facility Services  
Diagnostic tests (ultrasounds and blood work)  
Specialist visit (anesthesia)

**Total Example Cost**

\$12,700

**In this example, Peg would pay:**

Cost Sharing

Deductibles

\$3,000

Copayments

\$0

Coinsurance

\$0

What isn't covered

Limits or exclusions

\$60

**The total Peg would pay is**

\$3,060

**Managing Joe's type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible
- Specialist Coinsurance
- Hospital (facility) Coinsurance
- Other Coinsurance

\$3,000  
0%  
0%  
0%

**This EXAMPLE event includes services like:**  
Primary care physician office visits (including disease education)  
Diagnostic tests (blood work)  
Prescription drugs  
Durable medical equipment (glucose meter)

**Total Example Cost**

\$5,600

**In this example, Joe would pay:**

Cost Sharing

Deductibles

\$3,000

Copayments

\$0

Coinsurance

\$0

What isn't covered

Limits or exclusions

\$20

**The total Joe would pay is**

\$3,020

**Mia's Simple Fracture**

(in-network emergency room visit and follow up care)

- The plan's overall deductible
- Specialist Coinsurance
- Hospital (facility) Coinsurance
- Other Coinsurance

\$3,000  
0%  
0%  
0%

**This EXAMPLE event includes services like:**  
Emergency room care (including medical supplies)  
Diagnostic test (x-ray)  
Durable medical equipment (crutches)  
Rehabilitation services (physical therapy)

**Total Example Cost**

\$2,800

**In this example, Mia would pay:**

Cost Sharing

Deductibles

\$2,800

Copayments

\$0

Coinsurance

\$0

What isn't covered

Limits or exclusions

\$0

**The total Mia would pay is**

\$2,800

The plan would be responsible for the other costs of these EXAMPLE covered services.

# Non-Discrimination Notice For MVP Commercial Plans



MVP Health Care\* complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex (including sexual orientation and gender identity). MVP Health Care **does not exclude** people or treat them differently because of race, color, national origin, age, disability, or sex (including sexual orientation and gender identity).

## What MVP Health Care Provides

Free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

Free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

## If You Need These Services

If you need these services, contact Elona Charles-Wilson at **1-844-946-8010** (TTY: 1-800-662-1220).

## How to File a Grievance or Complaint

If you believe that MVP has not given you these services or has treated you differently because of race, color, national origin, age, disability, or sex, you can file a grievance with MVP by:

**Mail:** ATTN: ELONA CHARLES-WILSON  
CIVIL RIGHTS COORDINATOR  
MVP HEALTH CARE  
625 STATE ST  
SCHENECTADY NY 12305-2111

**Phone:** **1-844-946-8009**  
(TTY/TDD: 1-800-662-1220)

**In person:** 625 State Street, Schenectady, NY

**Email:** [civilrightscoordinator@mvphealthcare.com](mailto:civilrightscoordinator@mvphealthcare.com)

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights by:

**Online:** [ocrportal.hhs.gov](http://ocrportal.hhs.gov)

**Mail:** US DEPT OF HEALTH & HUMAN SRVS  
200 INDEPENDENCE AVE SW  
HHH BLDG ROOM 509F  
WASHINGTON DC 20201

**Phone:** **1-800-368-1019**  
(TTY/TTD: 1-800-537-7697)

Complaint forms are available by visiting [hhs.gov/regulations](http://hhs.gov/regulations) and selecting *Complaints & Appeals*, then *Civil Rights: How to file a complaint*.

## Multi-Language Interpreter Services

### Español (Spanish)

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-844-946-8010** (TTY: 1-800-662-1220).

### 繁體中文 (Chinese)

注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 **1-844-946-8010** (TTY: 1-800-662-1220)。

### Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните **1-844-946-8010** (телетайп: 1-800-662-1220).

### Kreyòl Ayisyen (French Creole)

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele **1-844-946-8010** (TTY: 1-800-662-1220).

### 한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. **1-844-946-8010** (TTY: 1-800-662-1220) 번으로 전화해 주십시오.

### Italiano (Italian)

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero **1-844-946-8010** (TTY: 1-800-662-1220).

### עברית (Yiddish)

אײַבערשקראַפֿט: אויב איר רעדט ייִדיש, זענען פֿאַר אײך שפראַך הילף סערוויסעס פֿרײַ פֿון אפּאַמאָ. **1-844-946-8010** (TTY: 1-800-662-1220)

### বাংলা (Bengali)

লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নি:খরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন **1-844-946-8010** (TTY: 1-800-662-1220)।

### Polski (Polish)

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer **1-844-946-8010** (TTY: 1-800-662-1220).

### العربية (Arabic)

ملاحظة: إذا كنت تتحدث احدى اللغات، فإن خدمات المساعدة اللغوية متوفرة لك بالمجان. اتصل برقم **0108-649-448-1** (رقم هاتف العم والبيكم: 1-0221-265-008).

### Français (French)

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le **1-844-946-8010** (ATS: 1-800-662-1220).

### اردو (Urdu)

توجہ: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں **1-844-946-8010** (TTY: 1-800-662-1220)

### Tagalog (Tagalog-Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa **1-844-946-8010** (TTY: 1-800-662-1220)

### Ελληνικά (Greek)

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε **1-844-946-8010** (TTY: 1-800-662-1220).

### Shqip (Albanian)

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore. pa pagesë. Telefononi në **1-844-946-8010** (TTY: 1-800-662-1220).



# General Terms and Conditions

## Article I: Definitions

- A. **Certificate of Coverage or Certificate** refers to the document received by subscribers, which describes the services for which MVP provides benefits and other terms and conditions of Coverage.
- B. **Contract or Group Contract** refers to the agreement between MVP and Group. The entire agreement includes the Signature Page, and all Exhibits attached hereto.
- C. **Covered Person** refers to either a Group Member or his or her dependents who are eligible for Coverage under this Contract.
- D. **Effective Date** means the date coverage under this Contract begins. Coverage begins at 12:00 am Eastern Time, on that date.
- E. **Group, Group Policyholder, or Policyholder** refers to the entity named on the cover page of this document and to whom this Contract is issued.
- F. **Group Member or Certificate Holder** means an individual who is eligible for group health insurance coverage with MVP, under the terms and conditions established by Group and MVP. Group Member does not include an individual who is eligible for coverage under this Contract solely by virtue of their status as a dependent (e.g. spouse or child) of another insured. All Group Members must meet the requirements set forth in this Contract in order to be eligible for coverage. To be eligible for coverage as a Group Member, under this Contract, by virtue of an individual's status as a "current employee" of Group, such individual must work a minimum of twenty (20) hours per week with Group. If Group seeks to include retirees or association members as Group Members under this Contract, then such election must be made on the Group Application and applicable exhibit(s) attached hereto.
- G. **Initial Term** means the period from the initial Effective Date until the first Renewal Date.
- H. **Large Group** means any Group with one hundred and one (101) or more eligible employees or members at the time of renewal.
- I. **Renewal Date** means the day following the end of the Initial Term and each anniversary thereof, while this Contract remains in effect.
- J. **Small Group** means any Group with a minimum of one (1) common law, but no more than one hundred (100) full time equivalent employees at the time of renewal.
- K. **Written Notice** is meant to include notice by letter, newsletter, electronic mail, or other media by electronic means, including but not limited to electronic mail notifications. By including an email address on this contract and/or your group application, you agree to accept all notices electronically unless otherwise indicated in this contract or as required by law.

In this document, "we," "us," and "our," mean MVP. You, your, and yours refer to you the Group. The capitalized terms set forth above, when used in Exhibit "A" General Terms and Conditions, shall have the meanings set forth above. The capitalized terms used in Exhibit "B" Certificate of Coverage, shall have the meanings set forth in the "Definitions" Article of the Certificate of Coverage.

## Article II: Warranties and Representations

- A. MVP has secured any required licensure, government approval, or exemption, necessary to perform the services offered in this Contract.
- B. Group hereby warrants and represents that it has accurately completed and responded to all questions presented on the Group Application. Group further warrants and represents that any and all additional information provided to MVP by Group is true and accurate to the best of Group's knowledge. Group agrees to promptly advise MVP of any material changes to the responses provided on the Group Application.

- C. **Reform Language.** Group shall promptly advise MVP of any changes to contribution amounts to employee premiums. Group acknowledges that changes to its employees' premium contribution requirements may affect Group's grandfathered status pursuant to the Patient Protection and Affordable Care Act (PPACA).
- D. **Federal Health Care Reform Effective Beginning September 23, 2012.** Group shall deliver any MVP Summary of Benefits and Coverage forms ("SBC"), Glossary forms, and/or other issuer forms required by the federal health care reform law to all eligible employees (and to their dependents with known other addresses) and covered retirees (if any), including any MVP enrollees in a timely manner. MVP will deliver all required forms to the Group electronically in a timely manner with instructions in order to facilitate this distribution. Groups who do not accept electronic delivery from MVP will be required to notify MVP in advance to accommodate U.S. Mail delivery. The provision of a Group email address as noted above will be deemed acceptance of this distribution method unless the Group notifies MVP otherwise in writing with the execution of this contract. For new business, the delivery of these forms must accompany any other written enrollment materials, or if no written materials, delivery must occur prior to first day eligible to submit enrollment. For renewals, MVP must provide only enrollee's plan information (not all options) 30 days prior to renewal date; other forms will be provided upon request of employee.

### Article III: Health Insurance Coverage

- A. In consideration of the mutual agreements contained herein, and upon the receipt of required premiums, MVP shall provide the benefits described in this Contract to all Covered Persons, in accordance with the terms of this Contract.
- B. MVP shall issue an electronic or hard copy of the Riders and Summary of Benefits and Coverage form(s)/Glossaries attached hereto as exhibits, to the Group. These Exhibits describe the coverage available to eligible Group Members and their covered dependents, as well as the terms and conditions of that coverage. The Group shall distribute these Exhibits to Group Members.
- C. Subject to applicable law, MVP may unilaterally revise Group's coverage as of any Renewal Date of this Contract upon sixty (60) days prior written notice to Group. In addition, MVP may upon written notice to Group revise your coverage to comply with changes in state or federal laws or regulations. The coverage described in this Contract is the coverage that will be provided during the initial Term of this Agreement and all subsequent terms, unless this Contract is amended, modified, or revised in accordance with the terms and conditions contained herein. Group may request an amendment, modification, or revision to this coverage (e.g. add or delete approved Riders) to take effect on Group's next Renewal Date, provided that Group provides MVP with a minimum of sixty (60) days prior written notice.
- D. If you have purchased a Contract that includes a network of health care providers, then Group understands and agrees that such network may change from time to time. MVP reserves the right, consistent with network adequacy requirements and other applicable law, to add or remove health care providers from such network.

### Article IV: Eligibility and Enrollment

- A. **Eligibility.**
  1. MVP may only offer coverage to groups that meet the requirements set forth by the Vermont Department of Financial Regulation, 18 V.S.A. § 9414 and 8 V.S.A. §§ 15, 4089a, 4089b, and 4724. Group understands and agrees that MVP will evaluate Group's eligibility for coverage based upon information provided on the Group Application and/or other information provided by Group. MVP reserves the right to request group and/or subscriber eligibility information at any time, and Group agrees to furnish such information to MVP upon request.
  2. In order to be eligible for coverage, Group Members must satisfy Group's eligibility requirements, as well as the requirements set forth in this Contract including, without limitation, the eligibility requirements set forth in the Certificate of Coverage. (See definition of "Group Member" in Article I, Section "F" of this Exhibit).
  3. Group agrees that it will establish its eligibility requirements in a manner consistent with state and federal laws and regulations. Group agrees that any eligibility requirements adopted by Group for MVP coverage shall be applied in a fair and consistent manner so as not to prejudice or deter Group Members from selecting coverage with MVP.
  4. MVP may elect not to provide coverage to Group, if Group has been terminated for non-payment of premiums by MVP or any other payer within the twelve (12) month period immediately preceding the proposed Effective Date of this Contract. Additionally, if MVP has at any time in the past terminated Group for non-payment of premiums, MVP

may require Group to remit all past due premiums and late charges to MVP before coverage under this Contract will take effect.

## **B. Enrollment.**

1. Group shall have its Group Members, who want coverage with MVP, complete a hard copy or online web enrollment form. Copies of enrollment forms shall be sent to MVP.
2. Group shall report to MVP, via hard copy, electronic format, or online web format, all additions to and terminations from Group's list of Covered Persons. MVP shall not go back more than sixty (60) days from its receipt of these reports to make any enrollment additions or terminations. Notwithstanding, for all additions, Group Members must still elect coverage within thirty (30) days from date of hire (for individuals eligible for Group benefits as a result of new employment status) or the end of an employer-imposed waiting period, if applicable, or during Group's "open enrollment period", "special enrollment period", or "dependent special enrollment period", as those terms are described in paragraphs "3", "4", and "5", immediately below.
3. Group agrees to have at least one (1), but no more than two (2) open enrollment periods per Calendar Year, with each being no less than thirty (30) days. During the open enrollment period, eligible Group Members may transfer between multiple health insurance options (if multiple options are offered by Group) and/or enroll in coverage that was previously declined by the Group Member. The collective duration of such open enrollment period(s) shall not exceed two (2) months per Calendar Year. Group and MVP agree to comply with and cooperate during the open enrollment period(s) established by Group. Except for "special enrollment periods", described in Paragraph "4" immediately below, and new hires added within thirty (30) days from date of hire (or the end of an employer-imposed waiting period, if applicable), Group agrees that it will not allow any Group Members to enroll with MVP outside of Group's open enrollment period(s).
4. If a Group Member and his/her Dependent(s) do not initially enroll or enroll during an open enrollment period, then Group Member and his/her Dependent(s) will in most instances be required to wait until the next open enrollment period before they may enroll for coverage with MVP. However, if Group Member and his/her Dependent(s) qualify for a special enrollment period then each are eligible to enroll. To qualify for a special enrollment period, one of the following conditions must be met:
  - a. **Loss of eligibility for Coverage**
    - (1) Group Member and his/her Dependent(s) seeking to enroll must have been covered under a group health plan or had other health insurance coverage at the time coverage was previously offered; and
    - (2) Group Member must have stated in writing that other coverage was the reason for declining enrollment at the time it was offered. This condition, however, must only be met if the Group required that this statement be made in writing and provided Group Member with notice of this requirement (and the consequences of such requirement) at the time coverage was offered; and
    - (3) Group Member and his/her Dependent(s) applies for coverage within thirty (30) days after such loss of coverage or termination; and
    - (4) Group Member and his/her Dependent's coverage was terminated or lost due to one of the following reasons:
      - (a) Coverage was provided in accordance with the continuation coverage required by state or federal law and was exhausted;
      - (b) Legal separation, divorce, or annulment;
      - (c) Cessation of dependent status;
      - (d) Death of employee;
      - (e) Termination of employment;
      - (f) Reduction in the number of hours of employment;
      - (g) Employer contributions towards such coverage were terminated;
      - (h) Loss of coverage because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and no other benefit package is available to the individual;
      - (i) A situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; or
      - (j) A situation in which a plan no longer offers any benefits to the class of similarly situated individuals.

b. **If you lose eligibility under Medicaid or Dr. Dynasaur**

Group Member and his/her Dependent is covered under a state Medicaid or Dr. Dynasaur and coverage of Group Member and his/her Dependent under such a plan is terminated as a result of loss of eligibility for such coverage AND Group Member and his/her Dependent applies for coverage within sixty (60) days after the date of termination of such coverage; *or*

c. **If you become Eligible for Medicaid or Dr. Dynasaur**

Group Member and his/her Dependent becomes eligible for group health plan premium assistance under a state Medicaid or Dr. Dynasaur plan AND Group Member and his/her eligible Dependents apply for coverage within sixty (60) days after the date Group Member and his/her dependent is determined to be eligible for such assistance.

When enrolling pursuant to this Section, coverage under this Contract will commence as of the first date of loss of coverage following the qualifying event, provided we receive timely premium payment on Group Member and any Dependents' behalf from Group.

5. In addition to the "special enrollment rights" described in paragraph "4" above, Group and MVP agree to allow Group Members to add otherwise eligible dependents to their coverage either during Group's open enrollment period or during the "dependent special enrollment period." The "dependent special enrollment period" shall be a period of thirty (30) days from the date the dependent became eligible for coverage with MVP as a result of marriage, birth, adoption, or placement for adoption. In order to qualify for enrollment during the "dependent special enrollment period", the Group Member must notify MVP of his or her intent to add such dependent to his or her coverage within the thirty (30) day period described above. If a dependent is properly added during the "dependent special enrollment period", coverage shall commence for such dependent in the manner described in the Certificate of Coverage.
6. Group agrees to provide a description of "special enrollment rights" described in paragraphs "4" and "5" above, to each Group Member on or before the time they are offered the opportunity to enroll with MVP.

## Article V: Continuation and Conversion Coverage

### A. Continuation Coverage.

1. Group shall comply with all applicable requirements under the Consolidated Omnibus Reconciliation Act of 1985, P.L. 99-272 ("COBRA"), as amended, and any regulations promulgated pursuant thereto, including without limitation, the provision of all required notices to Covered Persons.
2. Group shall not attempt to modify the time periods for notice or election of Group Continuation, premium payments, or the eligibility criteria and termination events established by federal and state law. Group shall be responsible for collecting all written requests for Continuation Coverage. Group shall be responsible for collecting and remitting premiums paid by Covered Persons pursuant to COBRA. A Covered Person's Continuation of Coverage under COBRA or shall not be effective unless MVP receives all premiums due since the date of the Covered Person's qualifying event (as that term is defined under applicable laws and regulations).

- B. **Conversion Coverage.** Within fifteen (15) days of Covered Persons' termination of Group Coverage, Group shall notify all such Covered Persons of any conversion options available as set forth in the Certificate of Coverage.

## Article VI: Premiums

- A. **Premium Rates.** The Group agrees to pay premiums to MVP, monthly in advance by payroll deduction or otherwise, on behalf of each Covered Person. The premium rates for the first Contract Period shall be set in accordance with the Premium Rate Schedule attached hereto as Exhibit "E".
- B. Group understands and agrees that the aforementioned premium is based on rates in effect for the Calendar Year in which this Contract becomes effective ("Effective Date"). It is further understood and agreed that the aforementioned premium rates are based on rates and/or a rating methodology that has been approved by, and is on file with, the Green Mountain Care Board. Group and MVP understand and agree that any quoted estimate of such premium provided by MVP, prior to the Department issuing its final approved rate, will be subject to change. MVP shall notify Group or Group's designee at least thirty (30) days prior to the start of each Contract Year, of the final approved rate for the next Contract Year. Notwithstanding the above, MVP reserves the right to revise premiums upon thirty (30) days written notice to

Group upon the enactment or promulgation of any applicable state or federal law or regulation, or any amendment thereto, that MVP determines will have a material impact upon the cost of providing the Coverage herein described.

- C. Payment of Premiums.** Group must pay the total of all billed premiums on or before the due date and must not make any adjustment to the billed premium. MVP will make any necessary adjustments to billed premium based upon changes in Group enrollment as described in this Section "D" immediately below. Any failure by Group to pay the entire billed premium shall be deemed a non-payment of premium. MVP will allow a grace period of thirty (30) days for the payment of each premium except for the initial premium. Group will be billed for Covered Persons electing Coverage under this Contract as follows.
1. For Covered Persons whose coverage becomes effective prior to the sixteenth day of the month, an entire month's premium shall be charged.
  2. For Covered Persons whose coverage becomes effective after the fifteenth day of the month, no premium will be charged.
  3. For persons whose coverage terminates prior to the sixteenth day of the month, no premium shall be charged.
  4. For persons whose coverage terminates after the fifteenth day of the month, an entire month's premium will be charged.
- D. Premium Adjustments Based on Retroactive Changes to Group Enrollment.** Group shall not receive any premium credit for more than sixty (60) days with respect to any terminated Covered Person. MVP will make adjustments to Group billing statement to reflect additions and/or deletions to Group enrollment within sixty (60) days from the date that MVP was provided with notice of the requested change.
- E. Termination for Non-Payment of Premiums.** MVP may automatically terminate this Contract for failure to pay premiums as of the end of any grace period. MVP will provide written notice to the Group if the Contract is terminated in this manner. If so terminated, the Group will remain liable for any outstanding premiums and late payments.
- F. Late Charges.** MVP reserves the right to charge Group a late charge of eighteen percent (18%) per annum for any premiums paid after the due date and applicable grace period. MVP will provide written notice to the Group for any late payment charges due to MVP.

## Article VII: Termination

- A. Conditions Under Which the Group Contract May Terminate.** This Contract shall continue through the Initial Term and will automatically be renewed for successive one (1) year terms thereafter, unless this Contract is terminated as described below:
1. By Group, for any reason on Group's Renewal Date, by providing MVP with thirty (30) days prior written notice; or
  2. By MVP, for any of the following reasons:
    - a. Group has failed to pay premiums due under the Contract. The termination shall automatically take effect at the end of the grace period or later date established by MVP.
    - b. Group has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the Contract. MVP may, upon written notice to Group, terminate this Contract as of the date of the fraudulent act or intentional misrepresentation or later date specified in the notice of termination.
    - c. Group has failed to comply with a material term relating to employer contribution or group participation rules, as set out in this Contract and as permitted by the Vermont Department of Financial Regulation. MVP may, upon written notice to Group, terminate this Contract as of the date the Group fails to comply with such rules.
    - d. MVP terminates the class of contracts to which this Contract belongs. In such case, MVP shall provide at least ninety (90) days prior written notice to Group and each Group Member covered under this class of contract.
    - e. MVP withdraws from the applicable market through which you obtained coverage under this Contract, and, we cease offering any similar products in that market. In such case, MVP shall provide Group and each Group Member covered under this Contract at least one hundred and eighty (180) days prior written notice of the withdrawal.
    - f. Group ceases to meet the requirements for a group or, if applicable, a participating employer, labor union, association, or other entity ceases membership or participation in your Group. MVP may, upon written notice to Group, terminate this Contract as of the date the Group no longer satisfied the requirements of the Vermont Law or a participating employer, labor union, association, or other entity ceased participation in Group.

- g. Group no longer has any Group Members located within MVP's operating area. MVP may, upon prior written notice to Group, terminate this Contract if there are no longer any Group Members who live, work, or reside within MVP's operating area. MVP's "operating area" means the area in which MVP has been authorized by the Vermont Department of Financial Regulation to do business. This provision shall only apply to Contracts offering network plans. For purposes of this section, a "network plan" is any Contract that provides financial incentives in the way of lower deductible, co-payment, or co-insurance requirements for obtaining services from health care providers who have contracted, either directly or indirectly, with MVP.
  - h. For Groups with an MVP POS Group Contract, the date your MVP HMO contract terminates.
- B. Reinstatement.** In the event that this Contract is terminated for delinquent premium payment, MVP may agree, in writing, to reinstate this Contract upon timely receipt from Group of the delinquent premiums for the period prior to the termination date, together with any additional premiums for the period from termination through reinstatement.
  - C. Adjustment of Termination Date.** If any termination date established pursuant to this Contract is inconsistent with any applicable and binding statutory or regulatory requirements, then the earliest date allowable under the pertinent statute or regulation shall be the date of termination.
  - D. Group Agrees to Provide Notice of Termination to its Group Members.** Group understands and agrees that, except with respect to terminations in accordance with Article VII, Section A, Subsection 2, Subparts (d) and (e) above, Group shall be responsible for notifying its Group Members of the termination of this Group Contract in a manner consistent with all applicable laws.
  - E. Effect of Termination.** In the event of termination of this Contract, the Group shall be liable to MVP for the payment of outstanding premiums through the date of termination. MVP shall not be liable for health care rendered to a Covered Person after the date of termination, unless the Covered Person is entitled to an extension of benefits as set forth in the Certificate of Coverage.

#### Article VIII: Notice

Unless otherwise mutually agreed between the parties, all notices given under this Contract shall be in writing and sent as follows.

- A. Notices to Group.** All notices sent by MVP to Group shall be sent to the address stated on the Group Application, unless, after application, the Group notifies MVP in writing of a change in address.
- B. Notice to MVP.** All notices to MVP should be in writing and sent to:  
MVP HEALTH INSURANCE COMPANY  
625 STATE ST  
SCHENECTADY NY 12305-2111
- C. Bankruptcy Notices.** Notices of Bankruptcy will not be deemed to have been received by MVP unless sent to:  
ATTN: LEGAL DEPARTMENT  
MVP HEALTH INSURANCE COMPANY  
625 STATE ST  
SCHENECTADY NY 12305-2111

#### Article IX: General Provisions

- A. Assignment.** Any assignment by Group of this Contract without MVP's prior written consent shall be voidable by MVP. MVP may assign this Contract to any parent, subsidiary, or affiliate of MVP, upon prior notice to Group.
- B. Entire Agreement.** This Contract constitutes the entire agreement between the parties. No agent or representative of MVP other than a duly authorized officer may change or waive any of its provisions.
- C. Legal Action.** No action at law or in equity shall be brought against MVP by Group after the expiration of two (2) years from the date of the alleged loss or breach, whichever is applicable.
- D. Governing Law.** This Group Contract shall be governed by the laws of the State of Vermont and applicable federal law.



- E. Venue for Legal Action.** You agree that any legal action commenced by you against MVP shall be commenced in a court located in the State of Vermont. You also consent and agree that the courts of the State of Vermont shall have personal jurisdiction over you in the event that an action is brought against you by MVP or any subsidiary of MVP.
- F. Waiver.** Failure by MVP to enforce any provision of this Contract shall not be deemed a waiver of the rights of either party under this Contract. The waiver of any breach or violation of any term or provision hereof shall not constitute a waiver of any subsequent breach or violation of the same or any other term or provision.
- G. Force Majeure.** Any delay in or failure of performance by either party under this Contract (other than a failure to comply with payment obligations) shall not be a breach of this Contract if and to the extent caused by events beyond the reasonable control of the party affected, including without limitation, acts of God, embargoes, governmental restrictions, strikes (other than those only affecting Policyholder), riots, wars or other military action, civil disorders, rebellion, fires, floods, vandalism, or sabotage. Market conditions and/or fluctuations (including a downturn of Policyholder's business) shall not be deemed force majeure circumstances. Any party so prevented shall resume performance as soon as reasonably possible after the impediment to its performance is removed.
- H. Severability.** In the event that one or more of the provisions of this Contract is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired.
- I. Relationship of Parties.** No provision of this Group Contract is intended to create, nor shall be deemed or construed to create, any relationship or joint venture among Group, Providers or MVP other than as independent entities contracting with each other solely for the purpose of effectuating the provisions of this Group Contract. Neither Group, Covered Persons, MVP, nor any Provider, nor any of their respective employees, shall be deemed or construed to be the agent, employee, or representative of the others, and shall not bind the others by its actions or failure to act. MVP and Group agree that Group's employee benefit plan is a "plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (hereinafter "ERISA"), unless specifically exempted thereunder. MVP and Group, further agree that Group is the plan sponsor and administrator of the employee benefit plan as defined in Section 3(16) of ERISA.

Group acknowledges and agrees that MVP is not a health care provider, and is not engaged in the practice of medicine or the provision of professional medical services. Notwithstanding anything to the contrary, neither MVP nor its officers, directors, shareholders, employees, agents, or other representatives shall be liable or responsible to group, any covered person or any other person for any act or omission of a participating provider or any other provider of health care, or its employees, agents, or representatives, in connection with the provision of health care services to covered persons or otherwise.

- J. Indemnification.** Group shall indemnify and hold harmless MVP for, from and against any and all claims, demands, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and costs), which are related to, arise out of, or are in connection with any negligent or intentional acts or omissions of Group, or any of its employees or agents, in performance of the obligations of Group or Covered Persons under this Group Contract.
- K. Execution of the Agreement.** This Contract shall be executed by MVP and Group once the Signature Page of this Contract is signed by both MVP and Group.
- L. Counterparts.** This Group Contract may be executed in one or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same Group Contract.

# RESIDUALS MANAGEMENT SERVICE AGREEMENT

## DEFINITIONS

- Customer: City of Newport  
222 Main Street  
Newport, VT 05855
- Contractor: Casella Waste Management, Inc.
- Plant: The Plant referred to in this Agreement is City of Newport 94 T P Lane
- Facility: The Facility referred to in this Agreement is the Coventry Landfill.
- Residuals: The materials referenced in this Agreement are Biosolids, generated at the Plant.

## RECITALS

WHEREAS, Customer operates the Plant, and, as a residual by-product thereof, generates approximately seventeen hundred fifty (1,750) wet tons per year of Residuals; and

WHEREAS, the parties desire for Contractor to provide a comprehensive service for the removal and disposition of said Residuals on the terms and conditions set forth herein and known as the "Agreement".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as follows:

### 1. SERVICE

- 1.1. General. Contractor will collect at the Plant and transport and dispose of Residuals at the Facility, according to a schedule (the "Schedule").
- 1.2. Residuals Removal Schedule. The Schedule for removal of Residuals shall be prepared by Customer weekly and approved by the Contractor and mutually agreed at least one week in advance. Customer will apply good faith efforts to accurately prepare the Schedule. All proposed changes to the Schedule will be made by the Customer directly to the Contractor, and not to Contractor's subcontract transporter (if any). Pursuant to the Schedule, loading time should not take more than an hour. Unless otherwise mutually agreed, service is provided during the Facility's regular business hours, 7AM-3PM, Monday – Friday, exclusive of holidays.
- 1.3. The Containers. Contractor will provide and utilize a 20 cubic yard capacity sludge box ("Container or Containers") for live loading of Residuals by the Customer.
- 1.4. Loading. Customer will load Contractor's Containers evenly, and not to exceed the level specified by Contractor as follows:

#### **Not To Exceed Fourteen Wet Tons Per Load**

Customer is responsible for not exceeding the maximum legal loads as designated by the Contractor. Containers that are overfilled, and in the determination of the Contractor or Contractor's subcontract transporter would exceed the legal load limit may require that some Residuals be removed from the Container prior to being transported from the Plant.

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- 1.5. Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals for purposes and in a manner other than those specified above, subject to Contractor's compliance with applicable regulations and at Contractor's sole and exclusive risk and liability.
- 1.6. Regulatory Responsibilities and Approvals. As the manager of the Residuals, Contractor will provide itemized reports tracking the transportation and disposal of all Residuals, and other operations information regarding Contractor's services as may be required to enable Customer to prepare its regulatory reports and respond to inquiries from regulatory agencies. Contractor will use reasonable business efforts to obtain permits and approvals, as required to fulfill its responsibilities pursuant to this Agreement, and service under this Agreement is contingent upon receipt and maintenance of applicable permits and approvals. Once obtained, Contractor will use reasonable business efforts to maintain such permits and approvals. Contractor will provide, upon request, to Customer copies of all permits relevant to the performance of their obligations hereunder. As the generator of the Residuals, Customer will provide Contractor, in a timely manner, with information about the production and/or waste treatment process generating the Residuals, the Residuals themselves, and the Customer's operations, and Customer will execute permit applications and other certifications, all as may be reasonably necessary for Contractor to manage the Residuals as contemplated herein

## 2. PRICE & TERMS

### 2.1. Rates.

2.1.1. Base Rate. Customer will compensate Contractor as follows:

**\$81.56 per wet ton of Residuals removed and \$350.00 per haul**

2.1.2. Sludge Box rental **\$125.00 per month.**

2.1.3. Demurrage. When Contractor transports Residuals, loading and departure times of greater than sixty-five (65) minutes at Plant, when Contractor does not cause such delays, shall be billed to Customer at one hundred and thirty dollars (\$130.00) per hour. In the event that Customer has no Container loaded and ready for removal according to the Schedule and cancels the pick-up upon Contractor's arrival at the Plant, a minimum four (4) hour demurrage charge will be applied.

2.1.4. Applicable Taxes and Fees. All Rates herein are exclusive of taxes and/or fees levied by the State, County or local municipalities and incurred by the Contractor to perform under this Agreement. Customer is solely responsible for payment of all such applicable taxes and fees associated with the services provided by Contractor .

2.2. Minimum Load. No minimum load requirement.

2.3. No Load. A "No Load Fee" will be charged in the event that Customer has scheduled a load for removal, and Contractor is scheduled to remove the load and finds that the container is empty, or is instructed by Customer not to remove a partially filled container. This "No Load Fee" will be waived provided that Customer has provided adequate notification of a change in schedule to Contractor (notification at least 12 hours prior to the scheduled time for removal)

2.4. Payment Terms & Credit Approval. This Agreement and payment terms are effective only after Contractor's approval of Customer's credit. Contractor's payment terms are Net thirty (30) days. Customer agrees to make payment at the office of Contractor specified on the invoice within thirty (30) days after the date of Contractor's invoice. In the event Contractor has not received payment within thirty (30) days after the date of invoice, Customer will be responsible for paying a 5% late fee on the unpaid balance. Such late fee shall be assessed monthly, and shall accrue on the day after the due date. If any payment required to be made by Customer hereunder is past due, Contractor, in addition to all other rights and remedies it may have, may suspend any or all services (including provision of equipment) until all past due amounts are paid. Customer will be responsible for all charges for the Contractor's reasonable expenses of collection of overdue amounts, including, but not limited to legal expenses.

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- 2.5. The parties agree that Contractor shall have the right to withhold, offset, recoup or debit any amounts owed (or become due and owing) to Contractor or any of its affiliates by Customer, whether under this Agreement or otherwise.
- 2.6. Inflation Correction. Contractor will increase all Rates annually on the anniversary date of the Effective Date of this Agreement, at a rate equal to the annual percentage increase in the Consumer Price Index, published by the United States Department of Labor for All Urban Consumers, Series ID CUSR0000SEHG, water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted (<https://data.bls.gov/timeseries/CUSR0000SEHG>).
- 2.7. Fuel Adjustor. Contractor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Contractor's costs caused by increases in the cost of diesel fuel over a floor price of **\$4.50 per gallon** (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1B (the "Index") or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history".

The Fuel Adjustor will be made according to the following formula:

$(\text{Service Month Index Price} - \text{Floor Price} / \text{Floor Price}) \times (\text{Fuel Allocation in Pricing}) \times (\text{Tonnage Fee}) = \text{Fuel Adjustor}$ .

**Example** calculation, assuming a Floor Price of \$4.50 per gallon, a Service Month Index of \$5.50 per gallon, a Fuel Allocation of 20 percent, and a Price Per Ton of \$81.56:

$$((\$5.50 - \$4.50) / \$4.50) \times .20 \times \$81.56 = \$3.624 / \text{Ton}$$

2.8. Extraordinary Rate Adjustments.

2.8.1. Allowable Adjustments. Contractor may make reasonable adjustments to cover increases in costs of Contractor's provision of services (hereinafter "Rate Adjustments") arising from any of the following occurrences (to the extent not resulting from the negligence or willful misconduct of Contractor or Contractor's violation of any permit, law or regulation): (i) receipt of Residuals which do not meet the Quality Standard or any material change in the quality of Residuals or an increase in intensity odors, (ii) changes in Quantities as per Article 5 of this Agreement, (iii) changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof, (iv) revocation, suspension, denial or modification of any permit, license or approval, or (v) change in price to Contractor of disposal at any third party site, and all such Rate Adjustments in this Article 2.8.1 (i)-(v) are subject to Customer's approval, except that Customer approval shall not be required for Rate Adjustments that concern reimbursement of Contractor's actual costs incurred in connection with receipt of Residuals that do not meet the Quality Standards.

2.8.2. Procedure for Rate Adjustment. Contractor shall provide Customer with written notice of any such Rate Adjustments as described in Article 2.8.1. together with reasonable justification therefor. If Customer does not reject such Rate Adjustments, in writing within thirty (30) days after Contractor first gives notice of such adjustment to Customer, Customer will be deemed to have approved such Rate Adjustment, and the new Rate will be effective as of that date (31 days after written notice by Contractor). If Customer rejects such Rate Adjustment, Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice from the date of rejection, provided that Customer shall not have the right to reject the Inflation or Fuel Correction described above in Article 2.6 and 2.7. Notwithstanding Contractor's notice to so terminate this Agreement, Customer may extend this Agreement at the increased rate for up to 180 days after Contractor's notice of the increased rate; provided, Customer notifies Contractor in writing no more than fifteen days (15) after receiving notice

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of Contractor's intent to terminate, that Customer desires to so extend this Agreement. Customer's notice shall state the period of the extension.

- 2.9. Measurement & Reports. Contractor will weigh all Residuals on a certified scale at the Contractor's Facility (ies) or other suitable location, and Contractor's weight slips obtained at such scales shall be the basis for measurement and billing and regulatory reporting for Residuals managed under this Agreement. Contractor shall ensure that its certified scale has been properly calibrated and Contractor will provide Customer with a scale report or shipping report monthly via e-mail on a monthly basis while this Agreement is in effect. The scale report includes a complete listing of the data on all the individual scale/shipping records. Prior to removing Containers loaded with Residuals from Customer's Plant, representatives of both Customer and Contractor will sign a Shipping Record prepared by the Contractor to verify information about the load contained therein, including the total volume of Residuals in cubic yards. A copy of the Shipping Record shall be provided to each party. If a representative of the Customer is not available at the time of service, the Shipping Record signed solely by the Contractor will be used to verify the information about the load. If certified scales are temporarily not available, the signed Shipping Records will be the basis for measurement and billing for the Residuals managed under this Agreement.

### 3. RESIDUALS QUALITY & QUALITY STANDARD

- 3.1. Quality Standard. Customer warrants that residuals meet the requirements and guidance of applicable laws, regulations, state guidance documents, and permits for the disposal of Residuals, including any requirements and guidance that is specific to the management and disposal of emerging contaminants. Customer warrants that the Residuals identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. Customer will provide Residuals that are not frozen and are free of any trash, hazardous waste or other debris. The Residuals in the form of Dewatered Biosolids will have no free liquid, will not be unreasonably malodorous, and will have a minimum total solids concentration of greater than *twenty percent (20%)* and pass a paint filter test. Together, the above provisions of this Section 3.1 constitute the "Quality Standard." All materials generated at the Plant that fail to meet this Quality Standard shall be called "Non-Conforming Waste". Contractor has the right to refuse any Non-Conforming Waste in its sole discretion. Customer shall use reasonable business efforts to generate and provide to Contractor Residuals that meet the Quality Standard. Contractor shall have the right of first refusal to transport, process, recycle and/or dispose of Non-Conforming Waste. Customer shall provide Contractor with a Safety Data Sheet referencing the Residuals, and materials used in their production.
- 3.2. Odor Control. Customer is responsible for providing Residuals that are not unreasonably malodorous. Residuals that are unreasonably malodorous during transport or at the Facility are Non-Conforming Waste per Section 3.1. Customer will ensure that malodors will be addressed during Service. Customer will install, operate, and maintain a system to introduce odor neutralizing compounds. It is incumbent on the Customer to ensure the proper function of the system and effective treatment of all Residuals intended for removal by Contractor.
- 3.3. Timely Odor Notification. Customer is responsible for prompt notification to Contractor (within 24 hours), of observable changes or process upsets that appear to reduce the effectiveness of the odor neutralizing compounds, or the general intensity of odor observed in the Residuals or increases in the level/intensity of the odor observed in the Residuals.
- 3.4. Changes in Quality. Customer will use reasonable efforts to notify Contractor in writing ninety (90) days in advance of any change in the treatment or manufacturing process at the Plant that could materially affect the quality of the Residuals. Any material change in the composition of the Residuals to be generated may, in the sole discretion of Contractor, be considered a material change and, in the Contractor's sole discretion, may require new characterization, approval, and price.

In the case of three (3) repeated deliveries of Non-Conforming Waste by Customer to Contractor in a six (6) month period, Contractor may terminate this Agreement with ten (10) days written notice to Customer.

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#### 4. TITLE

- 4.1. Title to Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plant, or in the case where Contractor does not provide transportation, title to Residuals shall pass to the Contractor upon receipt at the Facility(ies). Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer unless Contractor exercises the right of first refusal referenced in Section 3.1. The provisions of this Section shall survive the termination of this Agreement without regard for the reason for termination.
- 4.2. In the event that the Service provided by the Contractor as described herein contributes to the creation of attributes such as carbon offset credits, renewable energy credits, tax benefits and the like (hereinafter "Environmental Credits"), Contractor retains the rights and title to such Environmental Credits, and to the extent practical, Customer will provide substantiating documentation related to the Service.

#### 5. QUANTITIES

- 5.1. Customer is not obligated to provide a minimum quantity of Residuals to Contractor. However, Customer will provide to the Contractor, and Contractor will manage pursuant to this Agreement, all of the Residuals generated at the Plant. Should the quantities exceed by more than 10% the 1750 wet tons per year specified in the Recitals, this may be considered a material change and, in the Contractor's sole discretion, may require a new price.

#### 6. RESIDUALS ANALYSES

- 6.1. Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by regulation for the disposal of Residuals, including those required by the Facility(ies) and Plant permits. Customer will promptly provide to Contractor all laboratory analyses and information which it obtains about the Residuals and which is required for regulatory reporting or necessary to implement the parties' mutual obligations pursuant to this Agreement, including Chain of Custody/EDD format documentation. If Contractor obtains test data on the Residuals, Customer may request copies of the analyses.

#### 7. TERM, TERMINATION & SURVIVAL

- 7.1. A Term. This Agreement shall be effective on the latest date of execution hereof (the "Effective Date"). The Initial Term of this Agreement shall be three (3) years, commencing on March 1, 2024 (the "Service Start Date"). Thereafter, the term shall be automatically extended for one year terms, unless either party provides written notice of termination to the other party by personal delivery, express mail or certified or registered mail, return receipt requested, at least ninety (90) days prior to the expiration of the Term.
- 7.2. Termination. Termination shall be permitted (i) as provided in Article 2.8.2; (ii) upon 30-day written notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be materially untrue; (iii) for Breach, as provided for in the Standard Terms and Conditions Attached; (iv) at any time by both parties upon mutual written agreement.

#### 8. INSURANCE

- 8.1. Contractor & Customer agree to furnish each other upon request with certificates attesting to the existence of Worker's Compensation insurance providing statutory benefits and comprehensive business, automobile and general liability insurance including bodily injury, property damage, environmental impairment liability and contractual liability with policy limits of not less than \$2,000,000 combined single limit, each occurrence.
- 8.2. As a Vermont municipality, Customer is subject to the requirements of the Vermont Public Records Act, 1 V.S.A., Chapter 5, Subchapter 3. During the term of this Agreement, it may be necessary or desirable for the parties to exchange "trade secrets," as that term is defined in the Public Records Act, for each to perform its obligations hereunder. Subject to the requirements of the Public Records Act, each party agrees to use such trade secrets only for their intended purposes and to maintain in confidence any trade secret information designated herein or later in writing by the other party during the term of this Agreement, and for a period of three years after termination of this Agreement. The standard of care for protecting such information, imposed on the party receiving such information, will be that

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degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential or proprietary information. However, obligations of confidentiality shall not apply to any information to the extent it is (a) in the public domain, (b) learned from a third party not in breach of any confidentiality obligation, (c) already known without restriction by the party receiving it at the time of disclosure, or (d) required by the Public Records Act, court or regulatory order to be disclosed. In the event that Customer receives a request for Contractor's trade secret information, it shall promptly notify Contractor so that Contractor may take appropriate action to protect the confidentiality of its information.

- 8.3. Any and all inventions, improvements, techniques, methods, designs, processes, procedures and/or works of authorship developed, conceived, conceptualized, produced, described or made by Contractor or its employees, agents or subcontractors in connection with or related to the performance of Contractor's services under this Agreement (collectively, "Contractor's Intellectual Property"), whether or not patentable or copyrightable, shall at all times be and remain the sole and exclusive property of Contractor, and Contractor shall have and retain all rights and privileges of ownership therein and thereto, including, without limitation, the rights to file patent or trademark applications or copyright registrations, to license, assign, sell, transfer or convey any or all of the Contractor's Intellectual Property or any right or interest therein to any other person, firm or entity, and to receive and retain any and all fees, proceeds or other consideration attributable to any such license, assignment, sale, transfer or conveyance, provided that, during the Term of this Agreement, Contractor shall license to Customer all of the Contractor's Intellectual Property on a non-exclusive basis for use at the Facility (ies) without any additional charge, compensation or consideration therefor.
- 8.4. The provisions of this Section 8 shall survive the termination of this Agreement without regard for the reason for termination.

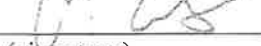
## 9. STANDARD TERMS AND CONDITIONS

Contractor Standard Terms and Conditions are attached as Exhibit A and are incorporated herein.

Executed and agreed as of the day and year last written below.

Casella Waste Management, Inc.

City of Newport:

By:   
(signature)

By: \_\_\_\_\_  
(signature)

Name: Michael Casella

Name:

Title: Market Area Manager &  
Duly Authorized Agent

Title:

Date: February 29, 2024

Date: \_\_\_\_\_

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## EXHIBIT A: STANDARD TERMS AND CONDITIONS

**Notices.** All notices to be given under this Agreement shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt as follows:

City of Newport  
94 TP Lane  
Newport, VT 05855  
Attention: Thomas Bernier  
Public Works Director  
Tel: (802) 334.2124

[Thomas.Bernier@newportvermont.org](mailto:Thomas.Bernier@newportvermont.org)

Casella Waste Systems, Inc.  
25 Greens Hill Lane  
Rutland, VT 05701  
Attn: Office of General Counsel

**Governing Law.** This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of Vermont.

**Venue.** The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over Vermont.

**Compliance with Law.** The parties agree to comply at all times with all applicable federal, state, and local laws, by-laws, ordinances rules and regulations.

**Limitation of Liability.** Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

**Breach and Nonpayment.** Neither party may cancel or terminate this Agreement ("terminating party") as a result of the other party failing to substantially perform its obligations hereunder ("breaching party") unless such failure shall continue for more than thirty (30) days after the terminating party has notified the breaching party thereof in writing.

### Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law that materially impacts the provision of services hereunder after the Effective Date of this Agreement; or (vi) the revocation, suspension, denial or modification of any permit, license or approval regarding transportation, processing, treatment, composting, land-application, handling and/or disposal of Residuals preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages, including, without limitation, liquidated damages if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

**Representations and Warranties of Authority.** Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance; b. it has full power and authority to execute, deliver and perform its obligations under this Agreement; c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and d. the execution and

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delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound. These warranties shall survive the expiration or termination of this Agreement.

**Entire Agreement.** It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

**Amendment.** This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

**Non-Waiver.** No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Severability; Modification Required By Law.** If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed severed or modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

**Successors and Assigns.** This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**Assignment.** Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

**Survival.** The provisions of the Indemnification and Representations and Warranties of Authority Sections of this Agreement shall survive the termination of this Agreement without regard for the reason for termination.

**Construction.** This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

**Disclaimer of Joint Venture, Partnership, and Agency.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

**Independent Contractor.** Contractor's relationship with Customer under this Agreement shall be that of an independent contractor. The employees, procedures, equipment and facilities used by the Contractor shall at all times, be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the Contractor, or any of its employees, agents or subcontractors, as employees, agents, joint ventures or partners of Customer.

**No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

**No Brokers.** The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the transactions described herein.

**Further Acts.** Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

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**Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

**Disputes.**

a. Unless otherwise ordered by the court, if a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. Each party shall bear its own costs and expenses related to any mediation including, without limitation, attorneys' fees. Each party shall bear an equal share of the mediator's fees. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

b. Notwithstanding the foregoing to the contrary, the parties hereby understand and agree that where a party believes it may suffer immediate and irreparable harm and damage should a party fail to comply with any of its obligations under this Agreement and that monetary damages will be inadequate to compensate such party for such a breach of this Agreement, the parties agree that a party shall not be required to proceed with mediation as described herein but shall be entitled to seek all appropriate relief, including, without limitation, injunctive and other equitable relief, by a court of competent jurisdiction to enforce the terms of this Agreement.

**Indemnification.**

a. Contractor, by acceptance of the Residuals identified in this Agreement, agrees, for itself, its successors, and assigns, to defend, indemnify, and hold harmless Customer, its shareholders, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising from Contractor's handling, transporting, recycling or disposing of Residuals, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful misconduct of Contractor or Contractor's breach of the terms and conditions of this Agreement. This indemnity shall be inapplicable to the extent that the loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from Customer's provision to Contractor of hazardous or Non-Conforming Waste unless Contractor has exercised its right of first refusal under Section 3.1.

b. Customer hereby agrees for itself, its successors, and assigns, to defend indemnify, and hold harmless Contractor its shareholders, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim of tortious interference, restraint of trade or any similar type of claim or any claim for loss of, or damage to, property, including Contractor's property, and injuries to, or death of persons, including Contractor's employees, to the extent caused by, or resulting from, Customer's: (i) negligence or willful misconduct; or (ii) provision to Contractor by Customer of Non-Conforming Waste over which Contractor has not exercised its right of first refusal under Section 3.1, or (iii) any other breach of the conditions of this Agreement.

c. Customer and Contractor agree to mutually waive special, indirect, incidental, consequential or punitive damages between the parties.

**Confidential Information**

*This document is Confidential Information and shall not be disclosed, reproduced, copied, loaned, or transferred to another person directly or indirectly, in whole or in part, nor used for any purpose other than that for which it is specifically furnished, without the prior written consent of Casella Organics.*

CITY OF NEWPORT

PRELIMINARY WASTEWATER ALLOCATION APPLICATION

Application No. P24-002

Date Received: 2/29/2024  
Signature: [Handwritten Signature]

Application Fee: \$44 Residential  
\$110 Commercial  
\$220 Industrial  
Reserve Capacity Fee: \$0.15 per gallon  
Final Allocation Fee: \$0.29 per gallon

To the City of Newport, Vermont:

The undersigned, being the Owner of the property located at 157 Kingdom Way Parcel ID # \_\_\_\_\_  
(Number) (Street)

does hereby request a permit for sewer use to serve the Residence  
(Residence, apt., commercial bldg., industrial facility, etc.)  
at said location. Sewer use is for (check the appropriate boxes)

- Renewal of an existing permit.
- Expansion of an existing connection.
- A new connection.
- A reserve capacity flow allocation.
- Other.

1. Residential:

- a. Number of living units by types:  
Single Family Homes: 1  
Mobile Homes: \_\_\_\_\_  
Apartments: \_\_\_\_\_  
Townhouse/Condominiums: \_\_\_\_\_

b. Estimate of Flow:  
Use the Vermont Wastewater System and Potable Water Supply Rule, effective 1 January 05, Table 1, Design Flow: 210 gallons per day

2. Non-Residential:

- a. Description of Connection's Flow.  
Type: \_\_\_\_\_  
Number of Units: \_\_\_\_\_

b. Estimate of Flow:  
Use the Vermont Wastewater System and Potable Water Supply Rule, effective 1 January 05, Table 1, Design Flow: \_\_\_\_\_ gallons per day

3. Will the strength of the wastewater be typical domestic wastewater?  
 Yes       No

4. Failure of the applicant to meet the requirements of the Sewer Ordinance and this permit, will result in permit revocation.

5. The applicant may not transfer, by any means, this allocation approval to any other person.

6. Submit the application fee with this application. Make the check out to "City of Newport."

7. Submit the allocation fee with this application by separate check. Check will be returned if application is denied.

8. Applicant Information:

Date: 02/29/2024 Applicant: Anthony Apple  
Name: \_\_\_\_\_  
Address: 398 Caswell, Ave Derbyline 05830  
Signature: [Signature]  
Daytime Phone No.: \_\_\_\_\_  
Daytime Fax No.: \_\_\_\_\_

9. Is this a Preliminary or Final Application? Refer to the Newport Sewer Ordinance for the details of the reserve capacity allocation request.

Preliminary  
 Final

If this is a final application, then ensure the submittals identified in the Sewer Ordinance are included in this application.

Connections which generate a flow over 1000 gpd or have waste strength above residential use must be certified by a Vermont registered engineer.

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To be completed by the City:

A. PRELIMINARY COMMITMENT OF RESERVE CAPACITY

1. Your request for permission to use the Newport public sewage system has been received and considered.
2. Preliminary Commitment of Reserve Capacity for sewer system use is granted. You must comply with all provisions of the City's "Sewer Use Ordinance."
3. The committed reserve capacity allocated for you is 210 gallons per day.
4. This preliminary commitment will expire ONE YEAR from the preliminary approval date below.
5. Review for Final Approval will not proceed until your letter request, including required documents, for Final Approval is received.

Preliminary Approval:

City of Newport  
City Council \_\_\_\_\_

Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CITY OF NEWPORT  
APPLICATION FOR WATER ALLOCATION/TURN-ON

OWNER/APPLICANT: Anthony L Apple  
ADDRESS: 3174 US-5 Derby, VT 05829

Permit # W24-002

ADDRESS WHERE ALLOCATION IS BEING REQUESTED:  
157 Kingdom Way Newport, VT 05855

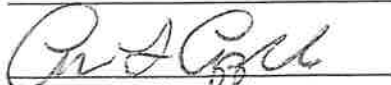
FEE: RESIDENCE - \$44.00  
COMMERCIAL - \$110.00  
INDUSTRIAL - \$220.00  
EXISTING - \$17.00

Allocation GPD 210  
City Tax Map # \_\_\_\_\_

GENERAL CONDITIONS:

- 1) All costs for connecting to the City water system shall be borne by the owner/applicant.
- 2) All plumbing shall be done in accordance with all applicable national, state and/or local codes.
- 3) Water lines two (2) inches or less in diameter installed within the City's R.O.W shall be K type copper.
- 4) Water lines greater than two (2) inches in diameter shall be ductile iron.
- 5) **The owner/applicant shall install a radio read water meter which shall be purchased from the city and paid for by owner/applicant.**
- 6) Water and sewer billing will commence from date of water meter purchase.
- 7) An application for water service connection shall be filed with the City when a new service needs to be installed.
- 8) The city must be notified 48 hours in advance of a water turn On/Off to activate system. **No person other than a City employee shall operate a City-owned water shut off valve. The water turn on will not take place unless all conditions have been addressed.**

Special Conditions: \_\_\_\_\_

  
Owner/applicant Signature

02/29/2024  
Date

Approval: The City of Newport has sufficient uncommitted reserve hydraulic capacity to serve the above proposed project.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Special Council Meeting****March 27, 2024**

A duly warned Special Meeting of the Newport City Council was held on Wednesday, March 27, 2024, in the council room in the Newport Municipal Building. Present were Mayor Linda Sullivan, Council President Chris Vachon, council members Clark Curtis and Rick Ufford-Chase, City Manager Jonathan DeLaBruere, City Clerk/Treasurer James Johnson, Comptroller Becky Therrien, Public Works Director Tom Bernier, Attorney Beriah Smith, members of the Press and Public.

Mayor Sullivan called the meeting to order at 5:00pm.

**Additions/Deletions to the Agenda**

None

**Address Notice of Open Meeting Law Violation Received on March 19, 2024**

Mr. Vachon moved to find that premature general public knowledge of the confidential attorney client communication made for providing legal services to the city council may put the city at a substantial disadvantage because disclosure of the otherwise confidential advice and communication would harm the city by waiving the cities attorney client privilege. 1 V.S.A. sec 313(a)(1)(F). Seconded by Mr. Curtis, motion carried.

Mr. Curtis moved to enter executive session to address a notice of Open Meeting Law Violation received March 19, 2024, per 1 V.S.A. sec 313(a)(1)(F). Seconded by Mr. Vachon, motion carried.

In open session Mr. Vachon moved to deny the open meeting law violation received on March 19, 2024. Seconded by Mr. Curtis, motion carried.

**New Business**

None

**Old Business**

None

**Comments by the Public.**

Jennifer Bjurling commented on the Rules of Procedure regarding public comment.

Pam Ladds commented on the cost of alleged open meeting law violations and public records requests.

Jay Walsh commented on the cost and actions of an individual regarding open meeting law violations.

Mayor Sullivan commented. (attached)

**Adjournment**

Mr. Vachon moved to adjourn at 5:29pm. Seconded by Mr., Ufford-chase, motion carried.

Attested \_\_\_\_\_ This \_\_\_\_\_ Day of April 2024

\_\_\_\_\_ Mayor



James Johnson <james.johnson.clerk@newportvermont.org>

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## My comment

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Linda Sullivan <mayor.sullivan@newportvermont.org>  
To: James Johnson <james.johnson.clerk@newportvermont.org>

Wed, Mar 27, 2024 at 7:26 PM

Dear Jim, here is my comment from tonight's Special Meeting that you asked for:

**It is clear from the continued predictable comments by an attorney resident at City Council meetings that there is a fixation on attacking the Mayor AND the council. It appears from past minutes and videos that this attorney resident may have proceeded with similar attacks on others prior to making us the now desired target. In addition, many of the comments are the interpretation of how that person sees things and that person's interpretation of law and that person's legal opinions. That person is NOT an attorney for the City and while we welcome comments that pertain specifically to the agenda at hand or if not on the agenda at the time of public comment, we ask that our council meetings not be used as a forum to practice law as her legal arguments or positions are not well taken and the council does not act as a trier of facts. Instead, the council is judiciously paying attention to council business and needs this time to attend to such business. This is not a vehicle for grandstanding at the expense of the taxpayers. Regardless of how the comments are designed to appear: for example, attempting to justify the comments thinking that perhaps Newport residents need protection, even though residents have demanded that these comments stop, as well as asking publicly that the person stop wasting the City's legal fees and legal resources, it has become destructive with outbursts when not being recognized, verbalizing how the council should vote, and outright interfering with the business of the council. Warnings have been given to please stop the disruption so that there would be no request for people to leave the council meetings. We welcome constructive comments at the appropriate times when recognized.**

Thank you

Linda Joy Sullivan, MBA, CPA, LL.M

Mayor, Newport City

Cell: 802-558-1457

Sent from my iPad



# NEWPORT CITY RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS

## A. PURPOSE.

The City Council of Newport City is required by law to conduct its meetings in accordance with the Vermont Open Meeting Law. 1 V.S.A. §§ 310-314. Meetings of the City Council of Newport City must be open to the public at all times, except as provided in 1 V.S.A. § 313.

## B. APPLICATION.

This policy setting forth rules of procedure shall apply to the City Council of Newport City, which is referred to below as “the body.” These rules shall apply to all regular, special, and emergency meetings of the body.

## C. ORGANIZATION.

1. The body shall annually elect a president. The mayor of the body or, in the mayor’s absence, the president shall preside over all meetings. If both the mayor and the president are absent, a member selected by the body shall act as chair for that meeting.
2. The mayor shall preserve order in the meeting and shall regulate its proceedings by applying these rules and making determinations about all questions of order or procedure.
3. A majority of the members of the body shall constitute a quorum. If a quorum of the members of the body is not present at a meeting, no meeting shall take place.
4. No single member of the body shall have authority to represent or act on behalf of the body unless, by majority vote, the body has delegated such authority for a specific matter at a duly-noticed meeting and such delegation is recorded in the meeting minutes.
5. Motions made by members of the body do require a second. A motion will only pass if it receives the votes of a majority of the total membership of the body.
6. There is no limit to the number of times a member of the body may speak to a question. A member may speak or make a motion only after being recognized by the mayor. Motions to close or limit debate will be entertained.
7. Any member of the body may request a roll call vote. Pursuant to 1 V.S.A. § 312(a)(2), when one or more members attend a meeting electronically, a roll call vote is required for votes that are not unanimous.
8. Meetings may be recessed to a time and place certain.
9. All electronic devices used by council members, the public and others present must be silenced (turned off or put on ‘vibrate’ during council meetings. Texting, unless authorized by the city council for official city business, will be prohibited by members of the city council, the city manager, and clerk/treasurer during the meeting.
10. These rules may be amended by majority vote of the body, and must be re-adopted annually.

#### **D. AGENDAS.**

1. Each regular and special meeting of the body shall have an agenda. Those who wish to be added to the meeting agenda shall contact the City Manager to request inclusion on the agenda at least 3 days prior. The mayor shall determine the final content of the agenda.
2. At least 48 hours prior to a regular meeting, and at least 24 hours prior to a special meeting, a meeting agenda shall be posted in or near the municipal office and at the following designated public places in the municipality: Newport City Municipal Building, Goodrich Memorial Library and the U.S. Post Office. At least 48 hours prior to a regular meeting, and at least 24 hours prior to a special meeting, a meeting agenda shall be posted on <http://newportvermont.org/website/>. The agenda must also be made available to any person who requests such agenda prior to the meeting.
3. All business should be conducted in the same order as it appears on the noticed agenda, except that any addition to or deletion from the noticed agenda must be made as the first act of business at the meeting. No additions to or deletions from the agenda shall be considered once the first act of business at the meeting has commenced. Any other adjustment to the noticed agenda, for example, changing the order of business, postponing or tabling actions, may be made by majority vote of the body.

#### **E. MEETINGS.**

1. Regular meetings usually take place on the first and third Monday of the month at 6:30 p.m. in the Council Room of the Municipal Building, unless otherwise warned.
2. Special meetings shall be publicly announced at least 24 hours in advance by giving notice to all members of the body unless previously waived; posting in the municipal clerk's office and at the following designated places in the municipality Newport City Municipal Building, Goodrich Memorial Library, the U.S. Post Office, posted on <http://newportvermont.org/website/> and to any person who has requested notice of such meetings. Special meeting agendas shall also be sent to the official paper of record.
3. Emergency meetings may be held without public announcement, without posting of notices, and without 24-hour notice to members, provided some public notice thereof is given as soon as possible before any such meeting. Emergency meetings may be held only when necessary to respond to an unforeseen occurrence or condition requiring immediate attention by the public body.
4. A member of the body may attend a regular, special, or emergency meeting by electronic or other means without being physically present at a designated meeting location, so long as the member identifies him or herself when the meeting is convened, and is able to hear and be heard throughout the meeting. Whenever one or more members attend electronically, voting that is not unanimous must be done by roll call. If a quorum or more of the body attend a meeting (regular, special, or emergency) without being physically present at a designated meeting location, the agenda for the meeting shall designate at least one physical location where a member of the public can attend and participate in the meeting. At least one member of the body, or at least one staff or designee of the body, shall be physically present at each designated meeting location.

## F. PUBLIC PARTICIPATION.

1. All meetings of the body are meetings in the public, not of the public. Members of the public shall be afforded a reasonable opportunity to express opinions about matters considered by the body during public comment, so long as order is maintained according to these rules.
2. Items on the agenda requiring a vote are open to public comment immediately prior to the Council vote.
3. Items on the agenda that are labeled as Update are for presentations only.
4. At the end of each City Council meeting there may be as much as 15 minutes afforded for open public comment for topics that are not included on that agenda. By majority vote, the body may increase the time for open public comment. In order to participate in this public comment portion of the meeting, members must sign up before the start of the meeting utilizing a sign-up sheet on the council table.
5. Comments by the public or members of the body must be addressed to the Mayor, or Council President if the Mayor is not present, and not to any individual member of the body or public.
6. Members of the public must be acknowledged by the Mayor before speaking.
7. If a member of the public has already spoken on a topic, he or she may not be recognized again until others have first been given the opportunity to comment.
8. Order and decorum shall be observed by all persons present at the meeting. Neither members of the body, nor the members of the public, shall delay or interrupt the proceedings or the peace of the meeting or interrupt or disturb any member while speaking. Members of the body and members of the public are prohibited from making personal, impertinent, threatening, or profane remarks.
9. Members of the body and members of the public shall obey the orders of the mayor or other presiding member. The mayor should adhere to the following process to restore order and decorum of a meeting, but may bypass any or all steps when he or she determines in his or her sole discretion that deviation from the process is warranted:
  - a. Call the meeting to order and remind the members of the applicable rules of procedure.
  - b. Declare a recess or table the issue.
  - c. Adjourn the meeting until a time and date certain.
  - d. Order law enforcement to remove disorderly person(s) from the meeting.

**Dated this 1st day of April, 2024:**

\_\_\_\_\_  
Linda Joy Sullivan, Mayor

\_\_\_\_\_  
Chris Vachon, Council President

\_\_\_\_\_  
Kevin Charboneau, Council Member

\_\_\_\_\_  
Clark Curtis, Council Member

\_\_\_\_\_  
Rick Ufford-Chase, Council Member

# MEMO

**To:** Mayor Sullivan  
Newport City Council

**From:** Michael Brown, Director of Recreation

**Date:** March 29, 2024

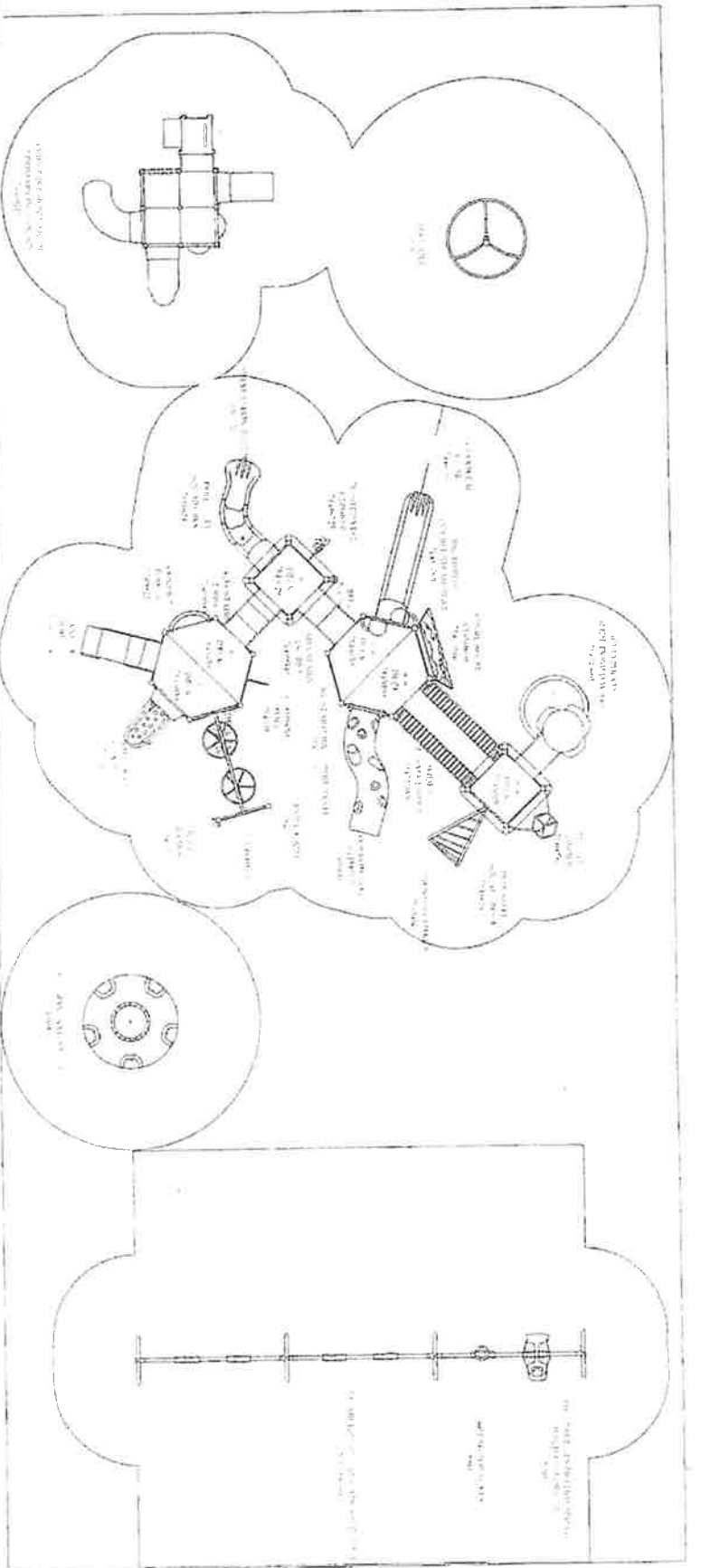
**Re:** Playground Equipment

This memo is to update the City Council on the progress with the Gardner Park restoration project. We sent out requests for proposals and received two proposals back, the proposals received are:

- Ben Shaffer Recreation, Lake Hopatcong NJ: \$85,719
- Pettinellis & Associates, Williston VT: \$101,590

The city purchased the equipment from Pettinellis & Associates, the proposal includes \$7,600 for engineered wood fiber ground cover. The play structures are also more robust and larger which include more elements such as additional slides and bouldering wall. For the additional \$8,271 (not including the \$7,600 for the needed ground cover), the play structures are larger and still within project budget. The schematics for each proposal are attached.

MEB



For a full, detailed certification visit www.ipema.com

PETTINELLI & ASSOCIATES, INC.

PO Box 5814  
Burlington, VT  
PHONE NO (800) 775-8154  
FAX NO (802) 862-3112

GROUND SPACE 97' 6" x 111'-0"  
PROTECTIVE AREA 117' 6" x 51'-6"

DRAWN BY Justin Mansfield DATE 7/16/2024

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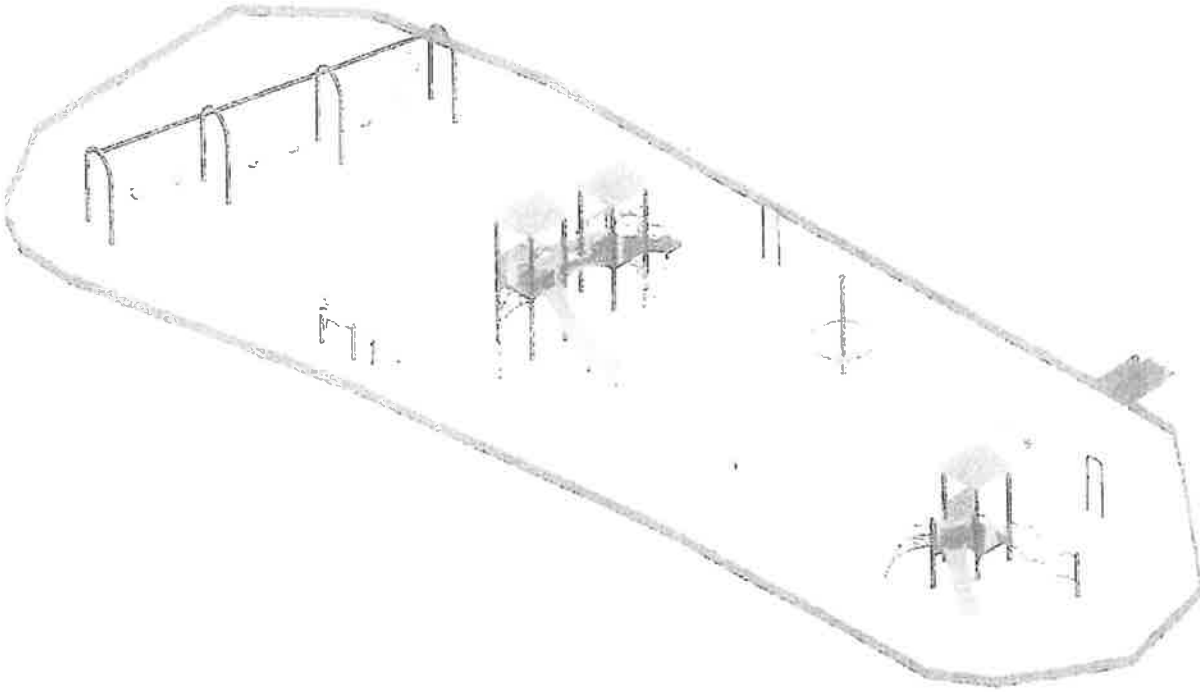
COMPLIES TO ASTM/CPS

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform patrons and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F-1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

Miracle



Ben Shaffer Recreation, Inc.

PO Box 844 | Lake Hopatcong, NJ 07849 | 973-663-2021

Proposal 130-161174-2 | 1/9/2024



BEN  
SHAFFER  
RECREATION

**FY 2023 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-23-CP-VT-1510**

**Grantee Name:** City of Newport

**Grantee Address:** 222 Main St. Newport, VT 05855

**Grantee's Unique Entity Identifier (UEI):**

**Grantee's Employer Identification Number (EIN)**

**Federal Award Identification Number (FAIN)** B-23-CP-VT-1510

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Newport (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$500,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.



B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

#### **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.



**ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

\_\_\_\_\_

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_

(Typed Name and Title of Authorized Official)

\_\_\_\_\_

(Date)

**HUD**

BY: \_\_\_\_\_

Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_

(Date)

**APPENDIX 1 – Project Narrative**

**APPENDIX 2 – Approved Budget**

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	
	%	

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –  
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
NONE.

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception



will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

**APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



**W. Scott Miller ★ Webster, NH**  
**Phone/Fax 603.746.6302 ★ Cell 603.731.5086**

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**MIDWAY CONTRACT**

-for-

**THE NEWPORT RECREATION DEPT. and NEWPORT GRANDSTAND COMMITTEE**

**June 6<sup>th</sup> - 9<sup>th</sup>, 2024**

This contract is a binding agreement between **MILLER AMUSEMENT CO.** of Webster, New Hampshire and their sponsor, **THE NEWPORT RECREATION DEPT. and THE NEWPORT GRANDSTAND COMMITTEE**, of Newport, Vermont for the purpose of providing a midway consisting of amusement rides, food, and games for the above named event.

**SPONSOR** agrees to provide the following:

- \* Adequate grounds to facilitate equipment.
- \* Police (if required by town ordinance)
- \* All city/town permits (if required)
- \* Drinkable water supply hook-up
- \* Dumpster
- \* Portable Toilets or on-site bathroom facilities

For these considerations, **MILLER AMUSEMENT CO.** agrees to pay **SPONSOR** the following:

- \* **15%** of the gross sale of ride tickets and pay-one-price bracelet sales
- \* **\$50.00** per food concession
- \* **\$50.00** per game concession

**MILLER AMUSEMENT CO.** will provide advertising posters, and or yard signs, merchant coupons to be distributed in area businesses by sponsor.

**MILLER AMUSEMENT CO.** will provide ticket boxes and ticket sellers for the event.

**MILLER AMUSEMENTS** will open Thursday 5pm- 10pm, Friday 5pm - 10pm, Sat. noon - 10pm., and Sunday Noon - 5pm. There will be 5 hour Pay-One-Price Ride bracelet specials each day for \$20.00 and regular tickets for the rides will be available also.

**MILLER AMUSEMENT CO.** will have the right to operate one Fried Dough Stand, one Cotton Candy Stand, one French Fry, and one Hamburg/Hot Dog/Sausage Stand, one ice cream stand and one Corndog/Lemonade stand exclusively, at this event.

**MILLER AMUSEMENT CO.** agrees to maintain, and have in full force, a \$1,000,000. midway liability insurance policy.....copy to be given sponsor prior to event opening listing Sponsors as additional insured.

Settlement of the above terms shall be made at the close of the event on Sunday, June 9th, 2024

SIGNED:   
MILLER AMUSEMENT CO.

SIGNED: \_\_\_\_\_  
SPONSOR

DATE: 3/19/2024

DATE: \_\_\_\_\_

Records Retention Policy  
City of Newport

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I. PURPOSE

All Vermont public agencies are responsible for creating, managing and disposing of records in accordance with State and Federal laws and regulations. This policy is to ensure that all City of Newport officials and employees conform with and are aware of those mandates.

II. SCOPE

This Policy covers all “public records” of the City of Newport as defined by 1 V.S.A. § 317 as: “any written or recorded information, regardless of physical form or characteristics, which is produced or acquired in the course of public agency business.”

III. POLICY STATEMENT

It is the policy of the City of Newport to comply with 1 V.S.A. Chapter 5, Subchapter 3 (referred to as the “Vermont Public Records Act”). All written or recorded information, regardless of physical form or characteristics, which is produced or acquired in the normal course of City of Newport business, shall be managed in accordance with the Record Retention Schedule below.

IV. UNIFORM LAWS, STANDARDS, AND PROCEDURES

- a. 1 V.S.A. §§ 315–320: Access to Public Records, including 1 V.S.A. § 317A: Disposition of Public Records.
- b. 3 V.S.A. § 117: Vermont State Archives and Records Administration
- c. 3 V.S.A. § 218: Agency/Department Records Management Program
- d. Archives and Records Management Standards and Best Practices  
<https://sos.vermont.gov/vsara/manage/information-governance/standards/>

V. GENERAL AND SPECIFIC RECORD SCHEDULES AND DISPOSITION ORDERS

Vermont State Archives & Records Administration’s (hereafter referred to as VSARA) General Record Schedules (GRS) and Specific Record Schedules for Municipalities (SRS) shall govern the management of records, specifically access, retention, and disposition. In limited circumstances Disposition Orders (DO) may continue to be used until superseded by GRS.

In a few instances VSARA has yet to issue a GRS or SRS to define the retention period. These documents will be retained until a ruling has been made.

## VI. RECORDS MANAGEMENT GUIDELINE

On an annual basis beginning in March 2024 and every March thereafter, the City of Newport will review and dispose of any records that have been completed, closed, expired or superseded as specified in the Record Retention Schedule (below) provided that:

1. The record has been authorized for destruction through a GRS, SRS or DO; and
2. The minimum retention requirement for the record, as stated in the applicable GRS, SRS or DO, has been fully met.
3. Any additional retention requirement adopted by the City of Newport and included in this policy has been fully met.

Records not yet covered by a GRS, SRS or DO will not be destroyed, and will be retained by the City of Newport.

VSARA had defined the term “permanent retention” as meaning until the State of Vermont no longer exists.

The term “audit” is defined as an examination by a public accounting firm.

Documents may be scanned for ease of access, but this is not considered permanent retention unless provision is made by the City of Newport to transfer files to future file formats.

To bring the City of Newport into compliance with this policy, an internal review and subsequent destruction of records as authorized by this policy will take place beginning in March 2024.

The City of Newport City Council reviewed and approved this procedure at their most recent meeting on \_\_\_\_\_.

## VII. REFERENCES

The following references are used for determining the record retention schedule: Disposition Order (DO), State of Vermont Agency of Administration, Public Record Division, State of Vermont General Record Schedule (GRS), Specific Record Schedules for Municipalities (SRS) and VSARA, and the Environmental Protection Agency.

- GRS-1000.1102 Administrative Policy Records  
[https://sos.vermont.gov/media/rztj0udv/grs-10001102\\_administrating.pdf](https://sos.vermont.gov/media/rztj0udv/grs-10001102_administrating.pdf)

- GRS-1000.1012 Budget Records  
[https://sos.vermont.gov/media/o2mb3bga/grs-10001012\\_budgetrecords.pdf](https://sos.vermont.gov/media/o2mb3bga/grs-10001012_budgetrecords.pdf)
- GRS-100.1126 Contract Files  
[https://sos.vermont.gov/media/i4rfdit2/grs-10001126\\_contracting.pdf](https://sos.vermont.gov/media/i4rfdit2/grs-10001126_contracting.pdf)
- GRS-1009.1103 Payroll Management Records  
[https://sos.vermont.gov/media/20shnjvc/grs-10091103\\_payrollrecords.pdf](https://sos.vermont.gov/media/20shnjvc/grs-10091103_payrollrecords.pdf)
- GRS-1304.1103 Personnel Files  
[https://sos.vermont.gov/media/zdka4izb/grs-13041103\\_managingemployees.pdf](https://sos.vermont.gov/media/zdka4izb/grs-13041103_managingemployees.pdf)
- GRS-1000.1000 Transitory Records  
[https://sos.vermont.gov/media/0mxm1ffr/grs-10001000\\_transitoryrecords.pdf](https://sos.vermont.gov/media/0mxm1ffr/grs-10001000_transitoryrecords.pdf)
- GRS-1000.1033 Enforcement Records  
[https://sos.vermont.gov/media/htha1dzh/grs-10001033\\_enforcing.pdf](https://sos.vermont.gov/media/htha1dzh/grs-10001033_enforcing.pdf)
- GRS-1482.1104 Land Use and Related Permits

[https://sos.vermont.gov/media/t20iowbl/grs-14821104\\_permittinglanddevelopment.pdf](https://sos.vermont.gov/media/t20iowbl/grs-14821104_permittinglanddevelopment.pdf)

- SRS-1490.1059 Liquor Control Commissioners  
[https://sos.vermont.gov/media/clwlvrpz/controlcommissioners\\_approvedrecordschedule.pdf](https://sos.vermont.gov/media/clwlvrpz/controlcommissioners_approvedrecordschedule.pdf)
- SRS-1821.1100; SRS-1819.1102; SRS-1819.1103; and SRS-1819.1100; SRS1818.1129 Municipal Police Departments  
[https://sos.vermont.gov/media/vthhz3gz/municipalpolice\\_approvedrecordschedule.pdf](https://sos.vermont.gov/media/vthhz3gz/municipalpolice_approvedrecordschedule.pdf)

## VIII. RECORDS RETENTION PLAN

The following table reflects the types of records maintained by the City of Newport, their location, GRS or DO retention references, retention required by the reference, and the City of Newport's additional retention requirements. This policy authorizes City of Newport employees to properly dispose of records that have been retained for the length of their retention period.



<b>Type of Records</b>	<b>Location</b>	<b>Schedule</b>	<b>Applicable GRS, SRS or DO (see references in § VII)</b>	<b>Minimum retention</b>	<b>City Additional Retention Requirements</b>	<b>Disposal Method</b>
Correspondence (Routine)	City Email System and various City personnel personal files	Transitory Records GRS-1000.1000	GRS 1000.1000.28	Until Obsolete	Until Obsolete, plus 1 year	Delete from email; shred hard copies
Drafts	City Email System and various City personnel personal files	Transitory Records GRS-1000.1000	GRS-1000.1000.37	Until Obsolete	Until Obsolete, plus 1 year	Delete from email and electronic files; shred hard copies
Notes	Various City personnel personal files	Transitory Records GRS-1000.1000	GRS-1000.1000.60	Until Obsolete	Until Obsolete	Delete from electronic files; shred hard copies
Publications	Various City personnel personal files	Transitory Records GRS-1000.1000	GRS-1000.1000.74	Until Obsolete	Until Obsolete, plus 1 year	Delete from electronic files; recycle hard copies
Reference sources	Various City personnel personal files	Transitory Records GRS-1000.1000	GRS-1000.1000.139	Until Obsolete	Until Obsolete, plus 1 year	Delete electronic files; recycle hard copies
Requests	Various City personnel personal files	Transitory Records GRS-1000.1000	GRS-1000.1000.139	Until Obsolete	Until Obsolete, plus 1 year	Delete electronic files; recycle hard copies

<b>Type of Records</b>	<b>Location</b>	<b>Schedule</b>	<b>Applicable GRS, SRS or DO (see references in § VII)</b>	<b>Minimum retention</b>	<b>City Additional Retention Requirements</b>	<b>Disposal Method</b>
Worksheets	Various City personnel personal files	Transitory Records GRS-1000.1000	GRS-1000.1000.104	Until Obsolete	Until Obsolete, plus 1 year	Delete electronic files; recycle hard copies
Agendas	City Website	Administrative Policy Records 1000.1102	GRS 1000.1102.4	If minutes reflect the agenda, end of calendar year plus one year	Follow State GRS	Delete from website
Applications for a board or committee	City Manager files	Appointment Records GRS 1493.1004	GRS 1493.1004.8	Until Obsolete	Until obsolete, plus 3 years	Recycle
Appointment decisions	City Manager files	Appointment Records GRS 1493.1004	GRS 1493.1004.133	Permanent	Permanent	Record all appointments in the Selectboard minutes
Bid Award Letters	City Manager files	Contracting GRS 1000.1126	GRS 1000.1126.133	Expired plus 3 years	Follow State GRS	Recycle
Bids	City Manager files	Contracting GRS 1000.1126	GRS 1000.1126.149	Expired plus 3 years	Follow State GRS	Recycle
Budget reports	City Manager files	Budget Records GRS 1000.1012	GRS 1000.1012.144	End of fiscal year plus 3 years	Follow State GRS	Recycle
Calendar of meetings	City Website	Administrative Policy Records 1000.1102	GRS 1000.1102.19	End of calendar year plus 1 year	Follow State GRS	Delete from website
Contract Award Letters	City Manager files	Contracting GRS 1000.1126	GRS 1000.1126.133	Expired plus 3 years	Follow State GRS	Recycle
Contracts	City Manager files	Contracting GRS 1000.1126	GRS 1000.1126.26	Expired plus 3 years	Follow State GRS	Recycle
Correspondence about Contracts, substantive	City Manager files	Contracting GRS 1000.1126	GRS 1000.1126.53	Expired plus 3 years	Follow State GRS	Recycle

<b>Type of Records</b>	<b>Location</b>	<b>Schedule</b>	<b>Applicable GRS, SRS or DO (see references in § VII)</b>	<b>Minimum retention</b>	<b>City Additional Retention Requirements</b>	<b>Disposal Method</b>
Correspondence regarding appointments or resignations	City Manager correspondence files	Appointment Records GRS 1493.1004	GRS 1493.1004.53	3 years	Follow State GRS	Recycle or shred if personnel issues
Direct Deposit authorization	Human Resources Personnel files	Payroll Records 1009.1103	GRS-1009.1103.141	Keep current authorization. Keep superseded authorization until audit complete plus 1 year	Follow State GRS	Shred
Drafts of internal documents not requiring public review	City Manager files	Operational/Managerial Records GRS 1000.1103	GRS 1000.1103.37	Until obsolete	Follow State GRS	Recycle
Drafts of ordinances/plans submitted to public review	City Manager files	Administrative Policy Records 1000.1102	Use citation for the type of document	Permanent	Permanent	Archival files in vault
Grant applications, not awarded	City Manager Grant files	Administrative Policy Records 1000.1102	GRS 1000.1102.173	Until closed plus 3 years, or as specified in grant agreement, whichever is longer	Follow State GRS	Recycle
Grant documentation, not of significant administrative value	City Manager Grant files	Administrative Policy Records 1000.1102	GRS 1000.1102.173	Until closed plus 3 years, or as specified in grant agreement, whichever is longer.	Follow State GRS	Recycle
I-9	City Manager files 3-ring binder	Personnel Files GRS 1304.1103	GRS 1304.1103.32	Until end of employment, plus 6 years	Follow State GRS	Shred

Type of Records	Location	Schedule	Applicable GRS, SRS or DO (see references in § VII)	Minimum retention	City Additional Retention Requirements	Disposal Method
Insurance Coverage Docs VLCT	City Manager files 3-ring binder	Contracting GRS 1000.1126	GRS 1000.1126.26	Expired plus 3 years	Follow State GRS	Recycle
Minutes of any board or committee	Minute Books City Clerk's Office - Vault	Administrative Policy Records 1000.1102	GRS 1000.1102.59	Permanent	Permanent	Record in archival minute books
Notice of Vacancy	City Manager files	Appointment Records GRS 1493.1004	GRS 1493.1004.50	Until filled plus 1 year	Follow State GRS	Recycle
Notices, routine (for regular or special meetings)	City Manager files	Administrative Policy Records 1000.1102	GRS 1000.1102.50	Completed plus one year	Follow State GRS	Recycle/delete from website
Notices, substantive (for public hearings, adoption of ordinances, etc.)	City Manager files	Administrative Policy Records 1000.1102	GRS 1000.1102.50	Completed plus one year	Permanent	Record with minutes
OSHA 300 log	Human Resources Files	Federal statutes	29 CFR § 1904.33	End of calendar year plus 5 years	Follow Federal statute	Recycle or shred if personal info
Overweight Permits	City Manager files 3-ring Binder	Disposition Orders	DO 9821 (#107)	2 years	Follow DO	Recycle
Payroll Deduction authorizations	Human Resources Personnel files	Payroll Records 1009.1103	GRS- 1009.1103.141	Keep current authorization Keep superseded authorization until audit complete plus 1 year	Follow State GRS	Shred

Type of Records	Location	Schedule	Applicable GRS, SRS or DO (see references in § VII)	Minimum retention	City Additional Retention Requirements	Disposal Method
Performance Evaluations	Human Resources Personnel files	Personnel Files GRS 1304.1103	GRS 1304.1103.144	Keep 6 most recent; 6 years, if superseded	Until no longer an employee, plus 6 years	Shred
Policies	City Manager Policy book	Administrative Policy Records 1000.1102	GRS 1000.1102.7	Superseded plus 3 years, then confirm (is it "substantive?")	Follow State GRS	File or recycle
Procedures, enacted by Selectboard	City Manager Procedures book	Administrative Policy Records 1000.1102	GRS 1000.1102.73	Superseded plus 3 years, then confirm (is it "substantive"? )	Follow state GRS	File or recycle
Requests for Proposals	City Manager files	Contracting GRS 1000.1126	GRS 1000.1126.83	Expired plus 3 years	Follow State GRS	Recycle
Resignation from a board or committee	City Manager files	Appointment Records GRS 1493.1004	GRS 1493.1004.53	3 years	Follow State GRS	Recycle or shred if personnel issues
Studies	City Manager miscellaneous files	Administrative Policy Records 1000.1102	GRS 1000.1102.116	Permanent	Permanent	Archival files in vault
Timesheets	City Manager files	Payroll Records 1009.1103	GRS-1009.1103.144	Audit plus 1 year	Follow State GRS	Recycle
City Plan	Vault	Administrative Policy Records 1000.1102	GRS 1000.1102.69	Permanent	Permanent	Record in City record book and put a copy in the archival files
City Plan, drafts, and record of adoption	Vault	Administrative Policy Records 1000.1102	GRS 1000.1102.69	Permanent	Permanent	Archival files in vault
Agreements	City Manager Files	Enforcement Records 1000.1033	GRS 1000.1033.5	Until Expired Plus 6 Years	Follow GRS	Confirm with State Archivist prior to disposal

<b>Type of Records</b>	<b>Location</b>	<b>Schedule</b>	<b>Applicable GRS or DO (see references in § VII)</b>	<b>Minimum retention</b>	<b>City Additional Retention Requirements</b>	<b>Disposal Method</b>
Complaints	City Manager Files	Enforcement Records GRS-1000.1033	GRS 1000.1033.24	Until completed/ closed, plus 6 years	Follow GRS	Confirm with State Archivist prior to disposal
Correspondence (Substantive)	City Manager Files	Enforcement Records GRS-1000.1033	GRS 1000.1033.53	Until completed/ closed, plus 6 years	Follow GRS	Confirm with State Archivist prior to disposal
Decisions	City Manager Files	Enforcement Records GRS-1000.1033	GRS 1000.1033.133	Until completed/ closed, plus 6 years	Follow GRS	Confirm with State Archivist prior to disposal
Notices, Legal	City Manager Files	Enforcement Records GRS-1000.1033	GRS 1000.1033.50	Until completed/ closed, plus 1 year	Follow GRS	Delete or Recycle
Orders	City Manager Files	Enforcement Records GRS-1000.1033	GRS 1000.1033.63	Until completed/ closed, plus 6 years	Follow GRS	Confirm with State Archivist prior to disposal
Registers	City Manager Files	Enforcement Records GRS-1000.1033	GRS 1000.1033.81	Until superseded	Follow GRS	Confirm with State Archivist prior to disposal
Reports (re: enforcement actions)	City Manager Files	Enforcement Records GRS-1000.1033	GRS 1000.1033.144	Until completed/ closed, plus 6 years	Follow GRS	Confirm with State Archivist prior to disposal
Supporting material	City Manager Files	Enforcement Records GRS-1000.1033	GRS 1000.1033.36	Until completed/ closed, plus 6 years	Follow GRS	Confirm with State Archivist prior to disposal
Waivers	City Manager Files	Enforcement Records GRS-1000.1033	GRS 1000.1033.150	Until completed/ closed, plus 6 years	Follow GRS	Confirm with State Archivist prior to disposal

<b>Type of Records</b>	<b>Location</b>	<b>Schedule</b>	<b>Applicable GRS or DO (see references in § VII)</b>	<b>Minimum retention</b>	<b>City Additional Retention Requirements</b>	<b>Disposal Method</b>
Applications	ZA/City Manager Files	Land Use and Related Records GRS-1482.1104	GRS 1482.1104.8	Until completed/ closed, plus 3 years	Follow GRS	Shred/delete
Authorizations	ZA/City Manager Files	Land Use and Related Records GRS-1482.1104	GRS 1482.1104.141	Until expired	Follow GRS	Shred/delete
Certificates	ZA/City Manager Files	Land Use and Related Records GRS-1482.1104	GRS 1482.1104.21	Until superseded, plus 3 years	Follow GRS	Shred/delete
Correspondence (Substantive)	ZA/City Manager Files	Land Use and Related Records GRS-1482.1104	GRS 1482.1104.53	Until expired, plus 15 years	Follow GRS	Confirm with State Archivist prior to disposal
Decisions	ZA/City Manager Files	Land Use and Related Records GRS-1482.1104	GRS 1482.1104.133	Until expired, plus 15 years	Follow GRS	Confirm with State Archivist prior to disposal
Notices, Legal (Land Use)	ZA/City Manager Files	Land Use and Related Records GRS-1482.1104	GRS 1482.1104.50	Until completed/ closed, plus 1 year	Follow GRS	Shred/delete
Registers	ZA/City Manager Files	Land Use and Related Records GRS-1482.1104	GRS 1482.1104.81	Until superseded	Follow GRS	Confirm with State Archivist prior to disposal
Supporting material (Land Use)	ZA/City Manager Files	Land Use and Related Records GRS-1482.1104	GRS 1482.1104.36	Until expired, plus 15 years	Follow GRS	Confirm with State Archivist prior to disposal

<b>Type of Records</b>	<b>Location</b>	<b>Schedule</b>	<b>Applicable GRS or DO (see references in § VII)</b>	<b>Minimum retention</b>	<b>City Additional Retention Requirements</b>	<b>Disposal Method</b>
Liquor License Applications	Clerk Files	SRS-1490.1059	SRS-1490.1059.8	Until Expired, plus 1 year	Follow SRS	Shred or Recycle
Liquor License Decisions	Clerk Files	SRS-1490.1059	SRS-1490.1059.133	Until Expired, plus 1 year	Follow SRS	Shred or Recycle
Liquor Licenses	Clerk Files	SRS-1490.1059	SRS-1490.1059.54	Until Expired, plus 1 year	Follow SRS	Shred or Recycle
Liquor License Legal Notices	Clerk Files	SRS-1490.1059	SRS-1490.1059.50	Until Completed/ Closed, plus 1 year	Follow SRS	Shred or Recycle
Liquor Permits	Clerk Files	SRS-1490.1059	SRS-1490.1059.66	Until Expired, plus 1 year	Follow SRS	Shred or Recycle
Liquor Registers	Clerk Files	SRS-1490.1059	SRS-1490.1059.81	Until Superseded	Follow SRS	Shred or Recycle
Police Complaints	Police Chief Files	SRS-1821.1100	SRS-1821.1100.24	Until Completed/ Closed	Follow SRS	Shred
Police Decisions	Police Chief Files	SRS-1821.1100	SRS-1821.1100.133	Until Completed/ Closed	Follow SRS	Shred
Police Declarations	Police Chief Files	SRS-1821.1100	SRS-1821.1100.32	Until Completed/ Closed	Follow SRS	Shred
Police Evidence	Police Chief Files	SRS-1821.1100	SRS-1821.1100.136	Until Completed/ Closed	Follow SRS	Shred
Police Registers	Police Chief Files	SRS-1821.1100	SRS-1821.1100.81	Until Superseded	Follow SRS	Confirm with the State Archivist and Archive
Police Reports	Police Chief Files	SRS-1821.1100	SRS-1821.1100.144	Until Completed/ Closed	Follow SRS	Shred
Police Subpoenas	Police Chief Files	SRS-1821.1100	SRS-1821.1100.121	Until Completed/ Closed	Follow SRS	Shred
Police Supporting Materials	Police Chief Files	SRS-1821.1100	SRS-1821.1100.36	Until Completed/ Closed	Follow SRS	Shred
Police Warrants	Police Chief Files	SRS-1821.1100	SRS-1821.1100.102	Until Completed/ Closed	Follow SRS	Shred



<b>Type of Records</b>	<b>Location</b>	<b>Schedule</b>	<b>Applicable GRS or DO (see references in § VII)</b>	<b>Minimum retention</b>	<b>City Additional Retention Requirements</b>	<b>Disposal Method</b>
Police Admin. Agreements	Police Chief Files	SRS-1819.1102	SRS-1819.1102.5	Until Expired, plus 3 years	Follow SRS	Archive
Police Admin. Authorizations	Police Chief Files	SRS-1819.1102	SRS-1819.1102.141	Until Expired, plus 3 years	Follow SRS	Archive
Police Admin. Calendars	Police Chief Files	SRS-1819.1102	SRS-1819.1102.19	Until Completed/ Closed, plus 3 years	Follow SRS	Archive
Police Admin. Correspondence (Substantive)	Police Chief Files	SRS-1819.1102	SRS-1819.1102.53	Until Completed/ Closed, plus 3 years	Follow SRS	Archive
Police Admin. Declarations	Police Chief Files	SRS-1819.1102	SRS-1819.1102.32	Until Completed/ Closed, plus 3 years	Follow SRS	Archive
Police Admin. Grants	Police Chief Files	SRS-1819.1102	SRS-1819.1102.173	Until Completed/ Closed, plus 3 years	Follow SRS	Shred or Recycle
Police Admin. Legal Notices	Police Chief Files	SRS-1819.1102	SRS-1819.1102.50	Until Completed/ Closed, plus 1 year	Follow SRS	Shred
Police Admin. Plans (Reports)	Police Chief Files	SRS-1819.1102	SRS-1819.1102.69	Until Superseded, plus 3 years	Follow SRS	Archive
Police Admin. Policies	Police Chief Files	SRS-1819.1102	SRS-1819.1102.70	Until Superseded, plus 3 years	Follow SRS	Archive
Police Admin. Press Releases	Police Chief Files	SRS-1819.1102	SRS-1819.1102.72	Until Completed/ Closed, plus 3 years	Follow SRS	Archive
Police Admin. Procedures	Police Chief Files	SRS-1819.1102	SRS-1819.1102.73	Until Superseded, plus 3 years	Follow SRS	Archive

<b>Type of Records</b>	<b>Location</b>	<b>Schedule</b>	<b>Applicable GRS or DO (see references in § VII)</b>	<b>Minimum retention</b>	<b>City Additional Retention Requirements</b>	<b>Disposal Method</b>
Police Admin. Reports	Police Chief Files	SRS-1819.1102	SRS-1819.1102.144	Until Completed/ Closed, plus 3 years	Follow SRS	Archive
Police Admin. Studies	Police Chief Files	SRS-1819.1102	SRS-1819.1102.116	Until Completed/ Closed, plus 3 years	Follow SRS	Archive
Police Operational Agreements	Police Chief Files	SRS-1819.1103	SRS-1819.1103.5	Until Expired, plus 3 years	Follow SRS	Shred or Recycle
Police Operational Calendars	Police Chief Files	SRS-1819.1103	SRS-1819.1103.19	Until Calendar year Ends, plus 1 year	Follow SRS	Shred or Recycle
Police Operational Logs	Police Chief Files	SRS-1819.1103	SRS-1819.1103.145	Until Obsolete	Follow SRS	Shred or Recycle
Police Operational Plans (Reports)	Police Chief Files	SRS-1819.1103	SRS-1819.1103.69	Until Completed/ Closed, plus 3 years	Follow SRS	Shred or Recycle
Police Operational Procedures	Police Chief Files	SRS-1819.1103	SRS-1819.1103.73	Until Superseded, plus 3 years	Follow SRS	Shred or Recycle
Police Operational Reports	Police Chief Files	SRS-1819.1103	SRS-1819.1103.144	Until Completed/ Closed, plus 3 years	Follow SRS	Shred or Recycle
Police Operational Studies	Police Chief Files	SRS-1819.1103	SRS-1819.1103.116	Until Completed/ Closed, plus 3 years	Follow SRS	Shred or Recycle
Police Transitory Blanks	Police Chief Files	SRS-1819.1000	SRS-1819.1000.187	Until Obsolete	Follow SRS	Shred or Recycle
Police Transitory Correspondence (Routine)	Police Chief Files	SRS-1819.1000	SRS-1819.1000.28	Until Obsolete	Follow SRS	Shred or Recycle
Police Transitory Drafts	Police Chief Files	SRS-1819.1000	SRS-1819.1000.37	Until Obsolete	Follow SRS	Shred or Recycle
Police Transitory Notes	Police Chief Files	SRS-1819.1000	SRS-1819.1000.60	Until Obsolete	Follow SRS	Shred or Recycle

<b>Type of Records</b>	<b>Location</b>	<b>Schedule</b>	<b>Applicable GRS or DO (see references in § VII)</b>	<b>Minimum retention</b>	<b>City Additional Retention Requirements</b>	<b>Disposal Method</b>
Police Transitory Publications	Police Chief Files	SRS-1819.1000	SRS-1819.1000.74	Until Obsolete	Follow SRS	Shred or Recycle
Police Transitory Reference Sources	Police Chief Files	SRS-1819.1000	SRS-1819.1000.80	Until Obsolete	Follow SRS	Shred or Recycle
Police Transitory Requests	Police Chief Files	SRS-1819.1000	SRS-1819.1000.139	Until Obsolete	Follow SRS	Shred or Recycle
Police Transitory Worksheets	Police Chief Files	SRS-1819.1000	SRS-1819.1000.104	Until Obsolete	Follow SRS	Shred or Recycle
Civil Violation Complaints	Police Chief Files	SRS-1818.1129	SRS-1818.1129.24	Until Completed/ Closed	Follow SRS	Shred
Civil Violation Declarations	Police Chief Files	SRS-1818.1129	SRS-1818.1129.32	Until Completed/ Closed	Follow SRS	Shred
Civil Violation Evidence	Police Chief Files	SRS-1818.1129	SRS-1818.1129.136	Until Completed/ Closed	Follow SRS	Shred
Civil Violation Orders	Police Chief Files	SRS-1818.1129	SRS-1818.1129.63	Until Completed/ Closed	Follow SRS	Shred
Civil Violation Petitions	Police Chief Files	SRS-1818.1129	SRS-1818.1129.67	Until Completed/ Closed	Follow SRS	Shred
Civil Violation Registers	Police Chief Files	SRS-1818.1129	SRS-1818.1129.81	Until Superseded	Follow SRS	Confirm with State Archivist prior to disposal
Civil Violation Reports	Police Chief Files	SRS-1818.1129	SRS-1818.1129.144	Until Completed/ Closed	Follow SRS	Shred
Civil Violation Subpoenas	Police Chief Files	SRS-1818.1129	SRS-1818.1129.121	Until Completed/ Closed	Follow SRS	Shred
Civil Violation Supporting Material	Police Chief Files	SRS-1818.1129	SRS-1818.1129.36	Until Completed/ Closed	Follow SRS	Shred
Civil Violation Waivers	Police Chief Files	SRS-1818.1129	SRS-1818.1129.150	Until Completed/ Closed	Follow SRS	Shred

Account	Budget	Actual	Actual % of Budget
<b>0-00-20 TAXES</b>			
0-00-20.00 Property Taxes	4,343,007.00	9,145,797.42	210.59%
0-00-20.04 Fish & Wildlife Taxes	200.00	0.00	0.00%
0-00-20.06 Interest Current	20,000.00	12,265.02	61.33%
0-00-20.08 Corrections Contract	90,000.00	0.00	0.00%
0-00-20.10 Payments in Lieu of Taxes	580,000.00	626,466.00	108.01%
0-00-20.11 Tax Refunds (Crdt Ovrpmt)	0.00	-17,226.56	100.00%
0-00-20.13 PILOT - NEKHS	0.00	700.00	100.00%
0-00-20.15 Interest Delinquent	12,000.00	8,686.15	72.38%
0-00-20.16 Penalty Delinquent	32,000.00	0.00	0.00%
0-00-20.19 State Muni Tax Adj	210,000.00	222,396.46	105.90%
0-00-20.20 PILOT - NEKCA	700.00	0.00	0.00%
0-00-20.21 PILOT Hospital #3	40,000.00	40,000.00	100.00%
0-00-20.22 Tax Sale Redemption	0.00	71,859.91	100.00%
0-00-20.24 Pilot Natural Resources	0.00	242.49	100.00%
<b>Total TAXES</b>	<b>5,327,907.00</b>	<b>10,111,186.89</b>	<b>189.78%</b>
<b>0-00-21 LICENSES &amp; FEES</b>			
0-00-21.01 Beverage Licenses	2,200.00	440.00	20.00%
0-00-21.15 Green Mountain Passport	0.00	10.00	100.00%
0-00-21.20 Dog Licenses	1,000.00	1,320.00	132.00%
0-00-21.30 Zoning Permits/Misc Copie	6,000.00	4,851.43	80.86%
0-00-21.40 Misc - City Clerk Receipt	100.00	27.68	27.68%
0-00-21.41 NSF Fee	0.00	60.00	100.00%
0-00-21.45 Vault Time	1,000.00	491.00	49.10%
0-00-21.47 Vault Copies	3,200.00	1,494.00	46.69%
0-00-21.48 Avenu Copy Revenue	0.00	440.25	100.00%
0-00-21.50 City Clerk Recording Fees	41,000.00	16,973.00	41.40%
0-00-21.55 Certified Birth Certs	4,000.00	3,984.00	99.60%
0-00-21.56 Marriage Certificate	500.00	605.00	121.00%
0-00-21.57 Certified Death Certs	2,600.00	3,080.00	118.46%
0-00-21.63 Record Restoration Reserv	0.00	6,031.00	100.00%
<b>Total LICENSES &amp; FEES</b>	<b>61,600.00</b>	<b>39,807.36</b>	<b>64.62%</b>
<b>0-00-22 REIMBURSEMENTS</b>			
0-00-22.61 Cty Treasurer Reim School	7,500.00	0.00	0.00%
0-00-22.75 Hold Harmless	15,300.00	25,932.00	169.49%
<b>Total REIMBURSEMENTS</b>	<b>22,800.00</b>	<b>25,932.00</b>	<b>113.74%</b>
<b>0-00-23 MISCELLANEOUS REVENUES</b>			
0-00-23.42 Vendor Permits	500.00	1,075.00	215.00%
0-00-23.46 Landscap/flower donations	0.00	2,216.00	100.00%
0-00-23.66 Reim Recycled Metal	0.00	324.40	100.00%
0-00-23.67 Equalization Reim.	2,000.00	2,111.00	105.55%
0-00-23.72 Refunds	0.00	2,600.00	100.00%
0-00-23.78 Cellular One Lease	32,000.00	25,760.43	80.50%
0-00-23.81 Haz Waste SWIP Grant	3,500.00	0.00	0.00%

Account	Budget	Actual	% of Budget
0-00-23.86 ACT60 Reappr-EEGL Asst	0.00	17,943.50	100.00%
0-00-23.90 Municipal Building Income	0.00	15.00	100.00%
0-00-23.94 NCRC Reimbursement	30,000.00	0.00	0.00%
0-00-23.98 Insurance Refunds/Claims	0.00	4,185.51	100.00%
0-00-23.99 Misc Income	1,000.00	10,858.71	1,085.87%
<b>Total MISCELLANEOUS REVENUES</b>	<b>69,000.00</b>	<b>67,089.55</b>	<b>97.23%</b>
<b>0-00-24 POLICE DEPT INCOME</b>			
0-00-24.31 Special Invest Unit SIU	0.00	15,000.00	100.00%
0-00-24.32 VT Traffic Court Fines	10,000.00	3,434.56	34.35%
0-00-24.52 Police Contracted Service	0.00	16,140.00	100.00%
0-00-24.56 Oper Stonegarden 97.067	0.00	-4,982.66	100.00%
0-00-24.57 NCUHS Resource Officer	61,500.00	23,900.91	38.86%
0-00-24.70 Parking Fines	500.00	785.00	157.00%
0-00-24.85 SHARP 20.600	0.00	5,330.72	100.00%
0-00-24.90 Police Reports	1,500.00	1,050.00	70.00%
0-00-24.91 Police Invoice Income	6,000.00	3,685.40	61.42%
0-00-24.94 VT Drug Task Force Grant	0.00	62,299.84	100.00%
0-00-24.97 Dispatch Income	210,000.00	46,023.04	21.92%
0-00-24.98 Other Income	0.00	20,000.00	100.00%
0-00-24.99 Dog Impound Fees	200.00	125.00	62.50%
<b>Total POLICE DEPT INCOME</b>	<b>289,700.00</b>	<b>192,791.81</b>	<b>66.55%</b>
<b>0-00-25 FIRE DEPT INCOME</b>			
0-00-25.79 Coventry Capital Share	40,000.00	29,502.93	73.76%
0-00-25.90 Fire Dept-Labor & Materia	500.00	0.00	0.00%
0-00-25.91 Fire Dept-Miscellaneous	2,000.00	985.00	49.25%
<b>Total FIRE DEPT INCOME</b>	<b>42,500.00</b>	<b>30,487.93</b>	<b>71.74%</b>
<b>0-00-26 STREET DEPT INCOME</b>			
0-00-26.20 Street Dept-St Aid to Hig	145,000.00	151,715.90	104.63%
0-00-26.21 Street Dept-Labor & Mater	0.00	-3,940.50	100.00%
0-00-26.24 Public Works Other Income	0.00	880.42	100.00%
0-00-26.97 EV Car Charging Income	0.00	225.05	100.00%
<b>Total STREET DEPT INCOME</b>	<b>145,000.00</b>	<b>148,880.87</b>	<b>102.68%</b>
<b>0-00-27 RECREATION DEPT INCOME</b>			
<b>0-00-27.1 SENIOR CENTER</b>			
0-00-27.10 Senior Center-Salary Reim	3,000.00	2,383.85	79.46%
0-00-27.12 Senior Ctr Other Reim	500.00	600.00	120.00%
<b>Total SENIOR CENTER</b>	<b>3,500.00</b>	<b>2,983.85</b>	<b>85.25%</b>
<b>0-00-27.2 MUNICIPAL BUILDING</b>			
0-00-27.24 Gym Rental	5,000.00	7,100.00	142.00%
0-00-27.25 Playworld	0.00	100.00	100.00%

Account	Budget	Actual	% of Budget
<b>Total MUNICIPAL BUILDING</b>	<b>5,000.00</b>	<b>7,200.00</b>	<b>144.00%</b>
<b>0-00-27.3 GRANTS &amp; FEES</b>			
0-00-27.34 BGS Capital Rink Grant	0.00	21,400.00	100.00%
0-00-27.35 Aquatic Nuis AQ19-55	0.00	8,082.00	100.00%
<b>Total GRANTS &amp; FEES</b>	<b>0.00</b>	<b>29,482.00</b>	<b>100.00%</b>
<b>0-00-27.4 PROUTY BEACH</b>			
0-00-27.41 P B Transient Camping	177,000.00	152,163.05	85.97%
0-00-27.42 Prouty Beach Seasonal Pmt	50,000.00	46,293.66	92.59%
0-00-27.43 Prouty Beach-Misc Income	0.00	1,350.00	100.00%
0-00-27.44 PB Green Space Rental	200.00	0.00	0.00%
0-00-27.45 PB Facility Rental	3,000.00	1,131.00	37.70%
0-00-27.46 PB Athletic Fields Rental	200.00	0.00	0.00%
0-00-27.47 Prouty Beach-Electric	5,000.00	2,742.27	54.85%
0-00-27.48 Campground Store	10,000.00	9,488.68	94.89%
0-00-27.49 Equipment Rental	1,500.00	80.00	5.33%
<b>Total PROUTY BEACH</b>	<b>246,900.00</b>	<b>213,248.66</b>	<b>86.37%</b>
<b>0-00-27.5 RECREATION PROGRAMS</b>			
0-00-27.52 Donations	0.00	395.00	100.00%
0-00-27.54 Summer Camp Programs	48,000.00	9,060.00	18.88%
0-00-27.56 Annual Events	25,000.00	26,768.72	107.07%
0-00-27.57 Adult Programs	5,500.00	5,950.13	108.18%
0-00-27.58 Youth Summer Programs	2,000.00	-365.00	-18.25%
0-00-27.59 Youth Winter Programs	3,000.00	1,220.00	40.67%
<b>Total RECREATION PROGRAMS</b>	<b>83,500.00</b>	<b>43,028.85</b>	<b>51.53%</b>
<b>0-00-27.6 GARDNER PARK</b>			
0-00-27.61 Insurance Claim Income	0.00	40,031.21	100.00%
0-00-27.64 Field Rental	8,000.00	2,144.00	26.80%
0-00-27.67 GP Green Space Rental	2,000.00	880.00	44.00%
0-00-27.68 Skating Rink Income	1,500.00	808.17	53.88%
<b>Total GARDNER PARK</b>	<b>11,500.00</b>	<b>43,863.38</b>	<b>381.42%</b>
<b>0-00-27.7 GARDNER PARK CON'T</b>			
<b>Total GARDNER PARK CON'T</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-00-27.8 WATERFRONT-REIMB</b>			
0-00-27.85 Dock Rent Northern Star	5,330.00	4,550.00	85.37%
0-00-27.86 Northern Star Electric Re	750.00	-615.00	-82.00%
0-00-27.88 Dinghy Dock Revenue	500.00	425.00	85.00%
<b>Total WATERFRONT-REIMB</b>	<b>6,580.00</b>	<b>4,360.00</b>	<b>66.26%</b>

Account	Budget	Actual	% of Budget
<b>0-00-27.9 WATERFRONT</b>			
0-00-27.90 Gateway Center Rental	7,500.00	10,790.00	143.87%
0-00-27.91 Gateway Ctr-Snack Bar	0.00	510.00	100.00%
0-00-27.96 Waterfront-Gasoline Sales	45,000.00	49,452.47	109.89%
0-00-27.97 Waterfront-Misc Sales	3,000.00	2,879.71	95.99%
0-00-27.98 Waterfront Transient	1,000.00	1,657.14	165.71%
0-00-27.99 Waterfront Seasonal Slips	36,000.00	36,455.00	101.26%
<b>Total WATERFRONT</b>	<b>92,500.00</b>	<b>101,744.32</b>	<b>109.99%</b>
<b>Total RECREATION DEPT INCOME</b>			
	<b>449,480.00</b>	<b>445,911.06</b>	<b>99.21%</b>
<b>0-00-28 ANIMAL CONTROL</b>			
<b>Total ANIMAL CONTROL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-00-29 OTHER INTEREST INCOME</b>			
0-00-29.05 Del Tax Atty Fees	0.00	5,653.40	100.00%
0-00-29.24 Wal-Mart Fund Interest	0.00	489.09	100.00%
0-00-29.29 Interest Tennis Court Fun	0.00	3.88	100.00%
0-00-29.32 Interest on Checking MBA	7,000.00	468.23	6.69%
0-00-29.37 Interest Coventry St Fd	25.00	0.00	0.00%
0-00-29.38 Int Reappraisal Fund	0.00	59.49	100.00%
0-00-29.95 Int Wal-Mart Funds	500.00	469.66	93.93%
<b>Total OTHER INTEREST INCOME</b>	<b>7,525.00</b>	<b>7,143.75</b>	<b>94.93%</b>
<b>0-00-30 Revenue Transfer</b>			
<b>Total Revenue Transfer</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-00-31 City Landscaper</b>			
<b>Total City Landscaper</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-00-80 BOAT WASHING STATION</b>			
<b>Total BOAT WASHING STATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-00-81 MOORING MANAGEMENT</b>			
<b>Total MOORING MANAGEMENT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>6,415,512.00</b>	<b>11,069,231.22</b>	<b>172.54%</b>

O T E S P Const (FED)  
 0-30 GOVERNMENT OPERATIONS

Account	Budget	Actual	Actual % of Budget
<b>0-30-30 CITY COUNCIL</b>			
0-30-30.10 Salaries	9,550.00	7,400.00	77.49%
0-30-30.20 Office Supplies	100.00	449.39	449.39%
0-30-30.34 Communications	1,200.00	434.71	36.23%
0-30-30.40 Travel & Miscellaneous	1,200.00	500.28	41.69%
0-30-30.50 Council Special Projects	1,000.00	256.47	25.65%
0-30-30.51 Social Security	731.00	572.17	78.27%
0-30-30.52 American Legion Flags	500.00	500.00	100.00%
0-30-30.55 Worker's Comp	30.00	38.61	128.70%
<b>Total CITY COUNCIL</b>	<b>14,311.00</b>	<b>10,151.63</b>	<b>70.94%</b>
<b>0-30-31 CITY MANAGER</b>			
0-30-31.10 Salaries	54,729.00	57,760.70	105.54%
0-30-31.11 Vacation	3,929.00	1,428.00	36.35%
0-30-31.12 Holiday	2,838.00	4,384.00	154.47%
0-30-31.13 Sick Pay	0.00	105.00	100.00%
0-30-31.14 Longevity Pay	0.00	100.00	100.00%
0-30-31.20 Office Supplies	700.00	450.53	64.36%
0-30-31.30 Advertising	200.00	325.00	162.50%
0-30-31.34 Communications	4,500.00	2,577.32	57.27%
0-30-31.40 Training, Conferences & D	400.00	40.00	10.00%
0-30-31.52 Social Security	4,705.00	4,828.17	102.62%
0-30-31.53 Retirement	6,792.00	6,133.61	90.31%
0-30-31.54 Health Insurance	12,371.00	8,392.06	67.84%
0-30-31.55 Work's Comp	250.00	331.47	132.59%
0-30-31.56 Unemployment	350.00	274.88	78.54%
0-30-31.57 Life/AD&D/Disability	700.00	566.18	80.88%
0-30-31.58 HRA Expence	2,000.00	0.00	0.00%
0-30-31.60 Professional Services	0.00	4,320.00	100.00%
0-30-31.68 Repair & Maintenance	1,500.00	1,668.15	111.21%
0-30-31.79 Other Expenses	0.00	39.99	100.00%
0-30-31.80 Travel & Misc	2,500.00	0.00	0.00%
0-30-31.81 Conference & Dues	1,500.00	0.00	0.00%
<b>Total CITY MANAGER</b>	<b>99,964.00</b>	<b>93,725.06</b>	<b>93.76%</b>
<b>0-30-32 ELECTION EXPENSE</b>			
0-30-32.10 Salaries	2,600.00	632.64	24.33%
0-30-32.20 Ballots - LHS & Memph Pre	3,000.00	101.00	3.37%
0-30-32.30 Advertising	400.00	1,400.00	350.00%
0-30-32.34 Communications	650.00	58.66	9.02%
0-30-32.52 Social Security	250.00	42.35	16.94%
0-30-32.68 Repair & Maintenance	1,500.00	572.30	38.15%
0-30-32.79 Other Expenses	1,500.00	1,178.16	78.54%
<b>Total ELECTION EXPENSE</b>	<b>9,900.00</b>	<b>3,985.11</b>	<b>40.25%</b>
<b>0-30-33 CITY TREASURER</b>			
0-30-33.10 Salaries	61,998.00	48,658.60	78.48%



Account	Budget	Actual	Actual % of Budget
0-30-33.11 Overtime	1,000.00	904.50	90.45%
0-30-33.12 Vacation	6,207.00	4,705.05	75.80%
0-30-33.13 Holiday	4,720.00	2,097.37	44.44%
0-30-33.14 Sick Pay	0.00	1,712.99	100.00%
0-30-33.15 Longevity Pay	350.00	150.00	42.86%
0-30-33.20 Office Supplies	3,100.00	1,681.70	54.25%
0-30-33.34 Communications	3,600.00	2,928.22	81.34%
0-30-33.52 Social Security	5,682.00	4,508.30	79.34%
0-30-33.53 Muni Retirement	8,059.00	6,115.52	75.88%
0-30-33.54 Health Insurance	10,972.00	12,464.63	113.60%
0-30-33.55 Workman's Comp	300.00	381.04	127.01%
0-30-33.56 Unemployment	200.00	137.44	68.72%
0-30-33.57 Life/AD&D/Disability Ins.	900.00	662.13	73.57%
0-30-33.58 HRA Ins. Expense	700.00	0.00	0.00%
0-30-33.68 Repair & Maintenance	1,600.00	2,220.45	138.78%
0-30-33.79 Other Expenses	150.00	26.96	17.97%
0-30-33.80 Equipment	700.00	0.00	0.00%
0-30-33.81 Conf & Dues	25.00	0.00	0.00%
<b>Total CITY TREASURER</b>	<b>110,263.00</b>	<b>89,354.90</b>	<b>81.04%</b>
<b>0-30-34 TAX LISTING</b>			
0-30-34.10 Salaries	0.00	30,586.46	100.00%
0-30-34.16 Holiday	0.00	187.87	100.00%
0-30-34.20 Office Supplies	200.00	426.80	213.40%
0-30-34.34 Communications	2,000.00	1,477.55	73.88%
0-30-34.52 Social Security	0.00	2,339.83	100.00%
0-30-34.53 Muni Retirement	0.00	3,034.23	100.00%
0-30-34.57 Life/AD&D/Disability	0.00	417.39	100.00%
0-30-34.58 Health Insurance	0.00	12,708.99	100.00%
0-30-34.60 Professional Expense	36,000.00	0.00	0.00%
0-30-34.68 Repair & Maintenance	650.00	1,114.80	171.51%
0-30-34.80 Training	300.00	250.00	83.33%
0-30-34.88 Reappraisal Software Main	8,900.00	15,831.00	177.88%
0-30-34.90 Tax Map Maintenance	3,200.00	2,625.00	82.03%
<b>Total TAX LISTING</b>	<b>51,250.00</b>	<b>70,999.92</b>	<b>138.54%</b>
<b>0-30-35 CITY CLERK</b>			
0-30-35.10 Salaries	61,998.00	48,035.77	77.48%
0-30-35.11 Overtime	1,000.00	584.45	58.45%
0-30-35.12 Vacation	6,207.00	268.84	4.33%
0-30-35.13 Holiday	4,720.00	2,166.49	45.90%
0-30-35.14 Sick Pay	0.00	1,027.13	100.00%
0-30-35.15 Longevity Pay	350.00	150.00	42.86%
0-30-35.20 Office Supplies	3,200.00	1,681.59	52.55%
0-30-35.25 Avenue Insights & Analyti	0.00	425.00	100.00%
0-30-35.30 Recording Supplies	3,000.00	1,010.94	33.70%
0-30-35.34 Communications	3,800.00	2,587.73	68.10%
0-30-35.52 Social Security	5,682.00	3,802.36	66.92%

Account	Budget	Actual	% of Budget
0-30-35.53 Muni Retirement	8,059.00	6,115.52	75.88%
0-30-35.54 Health Insurance	10,972.00	12,464.57	113.60%
0-30-35.55 Workman's Comp	300.00	381.04	127.01%
0-30-35.56 Unemployment	200.00	137.44	68.72%
0-30-35.57 Life/AD&D/Disability	900.00	662.11	73.57%
0-30-35.58 HRA Ins. Expense	700.00	0.00	0.00%
0-30-35.68 Repair & Maintenance	2,000.00	2,220.45	111.02%
0-30-35.69 Digitization Expense	3,000.00	2,125.00	70.83%
0-30-35.79 Other Expenses	200.00	1.31	0.66%
0-30-35.82 Equipment	1,000.00	494.00	49.40%
0-30-35.87 Dog Tags	40.00	119.17	297.93%
<b>Total CITY CLERK</b>	<b>117,328.00</b>	<b>86,460.91</b>	<b>73.69%</b>
<b>0-30-36 PLANNING &amp; ZONING</b>			
0-30-36.10 Salaries	38,316.00	9,923.45	25.90%
0-30-36.13 Vacation	2,060.00	0.00	0.00%
0-30-36.14 Sick Pay	0.00	704.52	100.00%
0-30-36.16 Holiday	2,472.00	2,277.94	92.15%
0-30-36.17 Bereavement Pay	0.00	939.36	100.00%
0-30-36.20 Office Supplies	1,000.00	321.46	32.15%
0-30-36.30 Advertising	2,000.00	1,090.00	54.50%
0-30-36.34 Communications	3,000.00	2,449.50	81.65%
0-30-36.52 Social Security	3,278.00	1,185.26	36.16%
0-30-36.53 Muni Retirement	4,649.00	758.48	16.31%
0-30-36.54 HRA Expense	0.00	0.50	100.00%
0-30-36.55 Worker's Comp	250.00	320.78	128.31%
0-30-36.56 Unemployment	200.00	47.62	23.81%
0-30-36.57 Life/AD&D/Disability	200.00	104.36	52.18%
0-30-36.58 Health Insurance	0.00	3,176.77	100.00%
0-30-36.60 Professional Expense	2,500.00	637.50	25.50%
0-30-36.68 Repair & Maintenance	500.00	1,114.80	222.96%
0-30-36.80 Training	500.00	0.00	0.00%
0-30-36.82 New Equipment	500.00	0.00	0.00%
0-30-36.83 Board Salaries	2,500.00	1,458.00	58.32%
0-30-36.84 Other Expenses	100.00	19.00	19.00%
0-30-36.88 Software Maintenance	3,000.00	1,950.00	65.00%
0-30-36.91 Bylaw Modern Grant Expens	0.00	3,660.53	100.00%
<b>Total PLANNING &amp; ZONING</b>	<b>67,025.00</b>	<b>32,139.83</b>	<b>47.95%</b>
<b>0-30-37.9 AUDIT AND CITY REPORT</b>			
0-30-37.91 Professional Expense	38,000.00	42,000.00	110.53%
0-30-37.92 Printing	200.00	0.00	0.00%
0-30-37.93 Other Expenses	1,000.00	0.00	0.00%
0-30-37.94 Annual Report	6,000.00	7,223.50	120.39%
<b>Total AUDIT AND CITY REPORT</b>	<b>45,200.00</b>	<b>49,223.50</b>	<b>108.90%</b>
<b>0-30-38.9 CORPORATE COUNSEL</b>			

Account	Budget	Actual	% of Budget
0-30-38.90 Professional Expense	15,000.00	92,032.91	613.55%
0-30-38.91 Bond Counsel	500.00	0.00	0.00%
<b>Total CORPORATE COUNSEL</b>	<b>15,500.00</b>	<b>92,032.91</b>	<b>593.76%</b>
<b>0-30-39 DELINQUENT TAX COLLECTOR</b>			
0-30-39.10 Salaries	4,017.00	2,978.00	74.13%
0-30-39.20 Office Supplies	50.00	0.00	0.00%
0-30-39.34 Communications	1,400.00	1,089.31	77.81%
0-30-39.52 Social Security	308.00	222.50	72.24%
0-30-39.55 Workers Comp	20.00	21.65	108.25%
0-30-39.79 Other Expenses	200.00	6,493.19	3,246.60%
<b>Total DELINQUENT TAX COLLECTOR</b>	<b>5,995.00</b>	<b>10,804.65</b>	<b>180.23%</b>
<b>0-30-40 MUNICIPAL BUILDING</b>			
0-30-40.10 Salaries	49,585.00	33,025.41	66.60%
0-30-40.11 Vacation	2,023.00	1,342.52	66.36%
0-30-40.12 Holiday	2,428.00	2,229.04	91.81%
0-30-40.13 Sick Pay	0.00	1,811.10	100.00%
0-30-40.15 Fuel Oil	17,000.00	10,624.55	62.50%
0-30-40.16 Operating Supplies	5,000.00	2,750.49	55.01%
0-30-40.17 Repair & Maint Supplies	1,500.00	695.18	46.35%
0-30-40.18 Small Tools & Equip	300.00	118.26	39.42%
0-30-40.19 Misc Expense	200.00	85.56	42.78%
0-30-40.20 Repair & Maintenance	15,000.00	4,891.21	32.61%
0-30-40.21 Utilities	17,500.00	12,818.36	73.25%
0-30-40.22 Improvements	5,000.00	239.10	4.78%
0-30-40.24 Propane for Generator	100.00	96.87	96.87%
0-30-40.25 Work Attire	500.00	467.95	93.59%
0-30-40.52 Social Security	4,134.00	2,938.22	71.07%
0-30-40.53 Muni Retirement	5,863.00	3,264.68	55.68%
0-30-40.54 Health Insurance	10,207.00	7,952.62	77.91%
0-30-40.55 Workman's Comp	2,000.00	1,816.36	90.82%
0-30-40.56 Unemployment	200.00	137.44	68.72%
0-30-40.57 Life/AD&D/Disability	600.00	427.10	71.18%
0-30-40.58 HRA Expense	1,000.00	8.54	0.85%
<b>Total MUNICIPAL BUILDING</b>	<b>140,140.00</b>	<b>87,740.56</b>	<b>62.61%</b>
<b>0-30-41 REAPPRAISAL</b>			
<b>Total REAPPRAISAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total GOVERNMENT OPERATIONS</b>	<b>676,876.00</b>	<b>626,618.98</b>	<b>92.58%</b>
<b>0-4 PUBLIC SAFETY</b>			
<b>0-40 POLICE DEPARTMENT</b>			
<b>0-40-40 POLICE ADMINISTRATION</b>			
0-40-40.10 Salaries	76,877.00	52,908.81	68.82%

Account	Budget	Actual	Actual % of Budget
0-40-40.12 Vacation	6,744.00	7,281.46	107.97%
0-40-40.13 Holiday	4,046.00	3,877.81	95.84%
0-40-40.14 Sick Pay	0.00	547.95	100.00%
0-40-40.18 Uniform Allowance	500.00	450.00	90.00%
0-40-40.20 Office Supplies	150.00	188.70	125.80%
0-40-40.21 Operating Supplies	150.00	253.69	169.13%
0-40-40.30 Advertising	600.00	100.00	16.67%
0-40-40.31 On-Call Pay	750.00	0.00	0.00%
0-40-40.34 Communications	1,500.00	989.10	65.94%
0-40-40.40 Travel & Misc Expense	1,000.00	790.75	79.08%
0-40-40.52 Social Security	6,745.00	4,740.58	70.28%
0-40-40.53 Muni Retirement	9,512.00	8,517.13	89.54%
0-40-40.54 Health Insurance	28,755.00	22,333.66	77.67%
0-40-40.55 Worker's Comp	5,700.00	5,189.19	91.04%
0-40-40.56 Unemployment	200.00	137.44	68.72%
0-40-40.57 Life/AD&D/Disability	800.00	597.73	74.72%
0-40-40.59 HRA Expense	2,200.00	0.00	0.00%
0-40-40.78 Police Liability Ins	45,085.00	59,975.76	133.03%
0-40-40.79 Other Expenses	1,000.00	4,468.47	446.85%
0-40-40.89 Training	1,000.00	0.00	0.00%
<b>Total POLICE ADMINISTRATION</b>	<b>193,314.00</b>	<b>173,348.23</b>	<b>89.67%</b>
<b>0-40-41 POLICE PATROL</b>			
0-40-41.11 Sick Pay	0.00	13,875.94	100.00%
0-40-41.13 Vacation	46,546.00	36,957.12	79.40%
0-40-41.14 Holiday	36,853.00	52,787.51	143.24%
0-40-41.16 Salaries	715,079.00	472,538.80	66.08%
0-40-41.17 Overtime	70,000.00	81,091.80	115.85%
0-40-41.18 Part-Time	30,000.00	1,147.30	3.82%
0-40-41.19 On-Call Pay	5,200.00	8,550.00	164.42%
0-40-41.21 Operating Supplies	5,000.00	2,099.73	41.99%
0-40-41.22 Office Supplies	2,500.00	675.30	27.01%
0-40-41.24 Gasoline	26,000.00	16,684.08	64.17%
0-40-41.30 SIU Salaries	0.00	48,550.92	100.00%
0-40-41.35 Communications	14,000.00	7,103.56	50.74%
0-40-41.50 Uniform Purchases	3,000.00	2,441.85	81.40%
0-40-41.52 Social Security	69,132.00	54,516.58	78.86%
0-40-41.53 Muni Retirement	87,441.00	89,451.85	102.30%
0-40-41.54 Health Insurance	163,900.00	128,005.95	78.10%
0-40-41.55 Worker's Comp	59,425.00	53,853.58	90.62%
0-40-41.56 Unemployment	2,300.00	1,786.72	77.68%
0-40-41.57 Life/AD&D/Disability	7,500.00	5,920.87	78.94%
0-40-41.58 HRA Insurance	7,000.00	0.00	0.00%
0-40-41.59 Health Insurance Opt Out	15,000.00	10,241.50	68.28%
0-40-41.67 Cruiser Equipment	0.00	10,405.35	100.00%
0-40-41.69 Vehicle Repair & Maintena	20,000.00	11,589.62	57.95%
0-40-41.70 Outside Services	7,500.00	6,528.01	87.04%
0-40-41.77 State Homeland Sec Grant	0.00	97,573.09	100.00%
0-40-41.78 Uniform Allowance/Gym Rmb	6,435.00	5,400.00	83.92%

## GENERAL FUND

Account	Budget	Actual	% of Budget
0-40-41.79 SHARP Equip Grant	0.00	1,525.00	100.00%
0-40-41.80 Training	20,000.00	12,362.58	61.81%
0-40-41.84 SHARP 20.600	0.00	4,084.03	100.00%
0-40-41.87 GHSP DUI Anytime 20.608	0.00	188.47	100.00%
0-40-41.89 Stonegarden Maint Supply	0.00	5,463.19	100.00%
0-40-41.90 Equipment	12,000.00	13,198.53	109.99%
0-40-41.91 Oper Stonegarden 97.067	0.00	65,894.06	100.00%
0-40-41.94 VT Drug Task Force Grant	0.00	54,571.23	100.00%
0-40-41.95 K-9 Expenses	1,630.00	1,043.44	64.01%
0-40-41.96 Bullet Proof Vests	0.00	2,366.00	100.00%
<b>Total POLICE PATROL</b>	<b>1,433,441.00</b>	<b>1,380,473.56</b>	<b>96.30%</b>
<b>0-40-42 POLICE DISPATCH</b>			
0-40-42.11 Sick Pay	0.00	10,454.90	100.00%
0-40-42.13 Vacation	10,085.00	11,903.07	118.03%
0-40-42.14 Holiday	9,427.00	18,547.88	196.75%
0-40-42.16 Salaries	230,500.00	192,998.94	83.73%
0-40-42.17 Overtime	17,000.00	18,109.32	106.53%
0-40-42.18 Part-Time	27,000.00	16,452.85	60.94%
0-40-42.21 Operating Supplies	1,000.00	712.44	71.24%
0-40-42.22 Office Supplies	1,000.00	341.50	34.15%
0-40-42.35 Communications	20,000.00	13,755.54	68.78%
0-40-42.50 Uniform Purchases	1,000.00	954.00	95.40%
0-40-42.52 Social Security	22,492.00	20,588.92	91.54%
0-40-42.53 Muni Retirement	20,626.00	22,487.02	109.02%
0-40-42.54 Health Insurance	52,786.00	44,015.26	83.38%
0-40-42.55 Worker's Comp	1,200.00	1,584.72	132.06%
0-40-42.56 Unemployment	700.00	687.20	98.17%
0-40-42.57 Life/AD&D/Disability	2,000.00	2,078.33	103.92%
0-40-42.58 HRA Expense	3,500.00	0.00	0.00%
0-40-42.59 Health Insurance Opt Out	7,000.00	3,934.52	56.21%
0-40-42.70 Outside Services	1,500.00	125.80	8.39%
0-40-42.78 Uniform Allowance/Gym Rmb	2,250.00	2,250.00	100.00%
0-40-42.80 Training	1,500.00	0.00	0.00%
0-40-42.90 Equipment	1,500.00	0.00	0.00%
<b>Total POLICE DISPATCH</b>	<b>434,066.00</b>	<b>381,982.21</b>	<b>88.00%</b>
<b>0-40-43 ANIMAL CONTROL</b>			
0-40-43.21 Operating Supplies	50.00	0.00	0.00%
0-40-43.60 Outside Services	1,000.00	475.00	47.50%
<b>Total ANIMAL CONTROL</b>	<b>1,050.00</b>	<b>475.00</b>	<b>45.24%</b>
<b>0-40-50 POLICE CONTACTED SCVS</b>			
0-40-50.10 Salaries	0.00	5,879.24	100.00%
0-40-50.11 Social Security	0.00	441.05	100.00%
0-40-50.20 *Salaries - NCUHS	0.00	10,182.66	100.00%
0-40-50.21 Social Security	0.00	760.36	100.00%

Account	Budget	Actual	Actual % of Budget
<b>Total POLICE CONTACTED SCVS</b>	<b>0.00</b>	<b>17,263.31</b>	<b>100.00%</b>
<b>Total POLICE DEPARTMENT</b>	<b>2,061,871.00</b>	<b>1,953,542.31</b>	<b>94.75%</b>
<b>0-45 FIRE DEPARTMENT</b>			
<b>0-45-45 FIRE FIGHTING</b>			
0-45-45.05 Salary Administration	49,873.00	30,189.05	60.53%
0-45-45.10 Salaries	24,000.00	15,444.39	64.35%
0-45-45.12 Vacation	2,095.00	4,364.82	208.34%
0-45-45.13 Holiday	2,514.00	209.55	8.34%
0-45-45.21 Operating Supplies	500.00	114.48	22.90%
0-45-45.22 Repair & Maintenance Supp	500.00	0.00	0.00%
0-45-45.25 P & C Insurance	9,275.00	11,265.83	121.46%
0-45-45.26 Worker's Comp Assig Risk	10,900.00	9,227.52	84.66%
0-45-45.28 Gasoline	5,000.00	2,935.59	58.71%
0-45-45.40 Other Expense	3,000.00	698.65	23.29%
0-45-45.45 Other Equip Maintenance	4,500.00	1,360.00	30.22%
0-45-45.52 Social Security	6,004.00	3,780.92	62.97%
0-45-45.53 Muni Retirement	4,495.00	1,314.66	29.25%
0-45-45.54 Health Insurance	4,354.00	1,139.44	26.17%
0-45-45.56 Unemployment	200.00	137.44	68.72%
0-45-45.57 Life/AD&D/Disability	550.00	87.40	15.89%
0-45-45.68 Repair & Maintenance	500.00	0.00	0.00%
0-45-45.69 Personnel Equipment	12,000.00	7,952.64	66.27%
0-45-45.70 Chief Work Attire	300.00	769.50	256.50%
0-45-45.80 Travel	100.00	632.81	632.81%
0-45-45.81 Liability	800.00	0.00	0.00%
<b>Total FIRE FIGHTING</b>	<b>141,460.00</b>	<b>91,624.69</b>	<b>64.77%</b>
<b>0-45-46 FIRE TRAINING</b>			
0-45-46.40 Other Expense	3,000.00	0.00	0.00%
<b>Total FIRE TRAINING</b>	<b>3,000.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-45-47 FIRE COMMUNICATIONS</b>			
0-45-47.22 Repair & Maintenance Supp	1,000.00	520.00	52.00%
0-45-47.34 Communications	4,500.00	8,364.85	185.89%
0-45-47.69 Equipment	4,000.00	1,853.00	46.33%
<b>Total FIRE COMMUNICATIONS</b>	<b>9,500.00</b>	<b>10,737.85</b>	<b>113.03%</b>
<b>0-45-48 FIRE STATION</b>			
0-45-48.19 Fuel Oil	6,500.00	5,599.55	86.15%
0-45-48.22 Repair & Maintenance Supp	500.00	0.00	0.00%
0-45-48.68 Repair & Maintenance	2,000.00	1,578.25	78.91%
0-45-48.76 Utilities	4,000.00	2,683.75	67.09%
0-45-48.87 Equipment	3,000.00	0.00	0.00%
<b>Total FIRE STATION</b>	<b>16,000.00</b>	<b>9,861.55</b>	<b>61.63%</b>

Account	Budget	Actual	Actual % of Budget
<b>0-45-49 FIRE DEPT EQUIP &amp; GRANTS</b>			
0-45-49.81 Truck Maintenance	7,000.00	4,020.51	57.44%
0-45-49.82 Repair & Maintenance	10,000.00	13,284.05	132.84%
0-45-49.83 Fire Trucks & Equipment	6,000.00	1,084.45	18.07%
0-45-49.87 Equipment	6,000.00	5,333.92	88.90%
<b>Total FIRE DEPT EQUIP &amp; GRANTS</b>	<b>29,000.00</b>	<b>23,722.93</b>	<b>81.80%</b>
<b>Total FIRE DEPARTMENT</b>	<b>198,960.00</b>	<b>135,947.02</b>	<b>68.33%</b>
<b>Total PUBLIC SAFETY</b>	<b>2,260,831.00</b>	<b>2,089,489.33</b>	<b>92.42%</b>
<b>0-50 PUBLIC WORKS</b>			
<b>0-50-50 PUBLIC WORKS ADMINISTRATI</b>			
0-50-50.10 Salaries	36,891.00	28,535.50	77.35%
0-50-50.12 Vacation	26,340.00	4,856.36	18.44%
0-50-50.13 Holiday	22,291.00	4,941.36	22.17%
0-50-50.14 Sick Pay	0.00	3,541.52	100.00%
0-50-50.15 Longevity Pay	300.00	200.01	66.67%
0-50-50.20 Office Supplies	800.00	408.10	51.01%
0-50-50.21 Employee Work Attire	5,500.00	6,575.65	119.56%
0-50-50.34 Communications	3,800.00	2,488.81	65.50%
0-50-50.52 Social Security	45,220.00	34,806.55	76.97%
0-50-50.53 Muni Retirement	41,951.00	34,967.63	83.35%
0-50-50.54 Health Insurance	77,254.00	58,933.60	76.29%
0-50-50.55 Worker's Comp	32,700.00	33,237.09	101.64%
0-50-50.56 Unemployment	1,700.00	1,649.28	97.02%
0-50-50.57 Life/AD&D/Disability	6,000.00	4,340.97	72.35%
0-50-50.58 HRA Expense	7,000.00	0.00	0.00%
0-50-50.59 Health Ins Opt Out	6,000.00	5,416.67	90.28%
0-50-50.60 Professional Expense	1,300.00	1,807.50	139.04%
0-50-50.68 Repair & Maintenance	1,800.00	2,220.45	123.36%
0-50-50.79 Other Expense	0.00	1,460.00	100.00%
0-50-50.82 New Equipment	250.00	30.00	12.00%
<b>Total PUBLIC WORKS ADMINISTRATI</b>	<b>317,097.00</b>	<b>230,417.05</b>	<b>72.66%</b>
<b>0-50-51 STREET MAINTENANCE</b>			
0-50-51.10 Regular Pay	128,750.00	47,001.34	36.51%
0-50-51.11 Street Maint-Overtime	4,120.00	11,090.29	269.18%
0-50-51.12 Vacation	0.00	25,214.24	100.00%
0-50-51.13 Holiday	0.00	21,335.52	100.00%
0-50-51.14 Sick Time	0.00	28,285.76	100.00%
0-50-51.15 Other Pay	250.00	133.25	53.30%
0-50-51.17 Repair/Maintenance	0.00	40,840.39	100.00%
0-50-51.18 Sweeping/Washing	0.00	823.56	100.00%
0-50-51.19 Hot Mix/Paving	0.00	657.84	100.00%
0-50-51.22 Tree/Brush Removal	0.00	23.57	100.00%
0-50-51.26 Long Bridge Lighting	0.00	780.10	100.00%

Account	Budget	Actual	% of Budget
0-50-51.31 Materials	40,000.00	24,156.19	60.39%
0-50-51.32 Truck & Equip Maint Suppl	10,500.00	7,623.20	72.60%
0-50-51.33 Truck & Equipment Parts	24,000.00	35,579.79	148.25%
0-50-51.34 Small Tools & Equipment	2,600.00	871.67	33.53%
0-50-51.38 Fuel	24,000.00	13,446.41	56.03%
0-50-51.65 Tree Removal-Contractors	1,500.00	0.00	0.00%
0-50-51.66 Truck & Equipment Rental	1,000.00	45.00	4.50%
0-50-51.68 Truck & Equipment Repairs	18,000.00	5,684.38	31.58%
0-50-51.80 Equipment	1,000.00	0.00	0.00%
<b>Total STREET MAINTENANCE</b>	<b>255,720.00</b>	<b>263,592.50</b>	<b>103.08%</b>
<b>0-50-52 WINTER MAINTENANCE</b>			
0-50-52.10 Regular Pay	118,450.00	78,720.55	66.46%
0-50-52.11 Winter Maint-Overtime	15,450.00	11,357.86	73.51%
0-50-52.14 On-Call Pay	5,000.00	3,501.50	70.03%
0-50-52.15 Other Pay	0.00	430.50	100.00%
0-50-52.16 Regular Pay-Snow Plowing	31,930.00	19,473.59	60.99%
0-50-52.17 Regular Pay-Salt/Sand	22,660.00	0.00	0.00%
0-50-52.21 Materials	126,000.00	128,852.39	102.26%
0-50-52.22 Truck & Equip Parts	30,000.00	27,981.69	93.27%
0-50-52.23 Small Tools & Equipment	1,000.00	410.29	41.03%
0-50-52.28 Fuel	38,000.00	15,467.20	40.70%
0-50-52.31 Truck & Equip Maint Suppl	12,500.00	11,726.09	93.81%
0-50-52.66 Truck & Equipment Rental	4,000.00	0.00	0.00%
0-50-52.68 Truck & Equipment Repair	6,500.00	553.66	8.52%
0-50-52.82 Equipment	300.00	0.00	0.00%
<b>Total WINTER MAINTENANCE</b>	<b>411,790.00</b>	<b>298,475.32</b>	<b>72.48%</b>
<b>0-50-53 GARAGE &amp; FACILITIES</b>			
0-50-53.10 Regular Pay	13,905.00	123.72	0.89%
0-50-53.19 Propane	13,500.00	10,391.18	76.97%
0-50-53.21 Operating Supplies	3,900.00	1,703.20	43.67%
0-50-53.22 Repair Supplies	500.00	110.17	22.03%
0-50-53.23 Small Tools & Equipment	2,000.00	3,559.79	177.99%
0-50-53.34 Communications	4,200.00	3,497.43	83.27%
0-50-53.68 Repair & Maintenance	8,000.00	3,787.60	47.35%
0-50-53.76 Utilities	6,200.00	4,060.03	65.48%
0-50-53.78 Professional Services	500.00	596.00	119.20%
0-50-53.80 Improvements	2,600.00	0.00	0.00%
0-50-53.82 Equipment	700.00	0.00	0.00%
0-50-53.83 State Operating Fees	350.00	0.00	0.00%
<b>Total GARAGE &amp; FACILITIES</b>	<b>56,355.00</b>	<b>27,829.12</b>	<b>49.38%</b>
<b>0-50-55 STORM MAINTENANCE</b>			
0-50-55.10 Regular Pay	51,500.00	1,403.82	2.73%
0-50-55.11 Storm Maint-Overtime	1,200.00	58.43	4.87%
0-50-55.17 Repairs/Thaw Lines	0.00	18,700.54	100.00%



Account	Budget	Actual	Actual % of Budget
0-50-55.20 Shoulders/Mowing	0.00	5,161.50	100.00%
0-50-55.21 Truck & Equip Maint Suppl	300.00	436.14	145.38%
0-50-55.22 Truck & Equip Parts	1,000.00	3,407.55	340.76%
0-50-55.23 Small Tools & Equipment	250.00	0.00	0.00%
0-50-55.25 Materials	16,000.00	10,383.34	64.90%
0-50-55.66 Truck & Equipment Rental	0.00	600.00	100.00%
0-50-55.81 Outside Contracting	9,000.00	7,583.26	84.26%
0-50-55.90 State Fee - Stormwater	1,600.00	1,350.00	84.38%
<b>Total STORM MAINTENANCE</b>	<b>80,850.00</b>	<b>49,084.58</b>	<b>60.71%</b>
<b>0-50-57 TRAFFIC MAINTENANCE</b>			
0-50-57.10 Regular Pay	49,440.00	25,516.51	51.61%
0-50-57.11 Traffic Maint-Overtime	0.00	1,485.96	100.00%
0-50-57.16 Pavement Marking	0.00	7,022.02	100.00%
0-50-57.19 Sign Repair/Replace	0.00	4,432.21	100.00%
0-50-57.21 Truck & Equip Maint Suppl	0.00	9.21	100.00%
0-50-57.23 Small Tools & Equipment	0.00	5.50	100.00%
0-50-57.25 Materials-Line Striping	7,000.00	7,555.30	107.93%
0-50-57.26 Materials-Road Signs	4,500.00	336.49	7.48%
0-50-57.28 Fuel	100.00	0.00	0.00%
0-50-57.60 Outside Contracting	500.00	95.00	19.00%
0-50-57.61 Traffic Light Maintenance	3,500.00	0.00	0.00%
0-50-57.76 Street Lights	105,500.00	64,539.45	61.17%
0-50-57.86 Utility Traffic Lights	5,400.00	3,557.54	65.88%
<b>Total TRAFFIC MAINTENANCE</b>	<b>175,940.00</b>	<b>114,555.19</b>	<b>65.11%</b>
<b>0-50-58 CITY PROPERTY</b>			
0-50-58.10 Regular Pay	63,826.00	10,213.30	16.00%
0-50-58.12 Miscellaneous	0.00	138.99	100.00%
0-50-58.30 PW Prouty Beach	0.00	3,146.74	100.00%
0-50-58.35 PW Gardner Park	0.00	18,629.00	100.00%
0-50-58.76 Utilities (Railroad Sq)	600.00	537.42	89.57%
0-50-58.78 Tree Maintenance	2,000.00	10,292.22	514.61%
0-50-58.79 Property Insurance	27,700.00	36,694.60	132.47%
<b>Total CITY PROPERTY</b>	<b>94,126.00</b>	<b>79,652.27</b>	<b>84.62%</b>
<b>0-50-59 PRIVATE WORK EXPENDITURES</b>			
0-50-59.10 Private Work-Labor	0.00	2,227.76	100.00%
<b>Total PRIVATE WORK EXPENDITURES</b>	<b>0.00</b>	<b>2,227.76</b>	<b>100.00%</b>
<b>0-50-60 PB PATH DEVELOPMENT</b>			
<b>Total PB PATH DEVELOPMENT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-50-61 DOWNTOWN TRANS GRANT</b>			
<b>Total DOWNTOWN TRANS GRANT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>

Account	Budget	Actual	Actual % of Budget
<b>0-50-62 EV Charging Station</b>			
0-50-62.76 Utilities	0.00	915.22	100.00%
<b>Total EV Charging Station</b>	<b>0.00</b>	<b>915.22</b>	<b>100.00%</b>
<b>0-50-63 Main/Field Intersection G</b>			
<b>Total Main/Field Intersection G</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total PUBLIC WORKS</b>	<b>1,391,878.00</b>	<b>1,066,749.01</b>	<b>76.64%</b>
<b>0-60-10 City Landscaper</b>			
0-60-10.10 Salaries	38,708.00	20,623.31	53.28%
0-60-10.12 Vacation	0.00	2,325.94	100.00%
0-60-10.13 Holiday	0.00	1,190.88	100.00%
0-60-10.14 Sick Pay	0.00	1,662.27	100.00%
0-60-10.15 Worker's Comp	1,500.00	1,637.28	109.15%
0-60-10.16 Social Security	3,726.00	2,035.66	54.63%
0-60-10.17 Muni Retirement	3,193.00	2,199.82	68.90%
0-60-10.18 Health Insurance	7,656.00	6,226.96	81.33%
0-60-10.19 Unemployment	175.00	137.44	78.54%
0-60-10.20 Life/AD&D/Disability	350.00	287.95	82.27%
0-60-10.21 HRA Expense	500.00	0.00	0.00%
0-60-10.22 Supplies	800.00	6.79	0.85%
0-60-10.23 Material	14,000.00	1,377.35	9.84%
0-60-10.24 Equipment	500.00	90.95	18.19%
0-60-10.25 Greenhouse Expense	500.00	0.00	0.00%
0-60-10.26 Seasonal Salaries	10,000.00	459.00	4.59%
0-60-10.27 Propane	4,000.00	0.00	0.00%
0-60-10.28 Vehicle Repair	2,000.00	0.00	0.00%
0-60-10.29 Vehicle Fuel	500.00	1,413.20	282.64%
<b>Total City Landscaper</b>	<b>88,108.00</b>	<b>41,674.80</b>	<b>47.30%</b>
<b>0-70 RECREATION DEPARTMENT</b>			
<b>0-70-70 RECREATION ADMINISTRATION</b>			
0-70-70.10 Salaries	62,430.00	40,903.07	65.52%
0-70-70.12 Vacation	0.00	4,003.44	100.00%
0-70-70.13 Holiday	0.00	3,605.90	100.00%
0-70-70.14 Sick Pay	0.00	3,876.93	100.00%
0-70-70.16 Admin Duties	9,615.00	15,228.59	158.38%
0-70-70.20 Office Supplies	500.00	339.22	67.84%
0-70-70.21 Employee Work Attire	100.00	0.00	0.00%
0-70-70.34 Communications	5,000.00	2,591.04	51.82%
0-70-70.40 Travel & Misc Expense	1,000.00	311.12	31.11%
0-70-70.42 Social Security	5,511.00	5,259.92	95.44%
0-70-70.43 Muni retirement	6,172.00	5,624.69	91.13%
0-70-70.44 Health Insurance	28,683.00	25,177.12	87.78%
0-70-70.45 Worker's Comp	3,000.00	2,421.72	80.72%

Account	Budget	Actual	Actual % of Budget
0-70-70.46 Unemployment	200.00	137.44	68.72%
0-70-70.47 Life/AD&D/Disability	600.00	803.35	133.89%
0-70-70.48 HRA Expense	1,000.00	0.00	0.00%
0-70-70.49 Health Ins Opt Out	900.00	1,200.00	133.33%
0-70-70.60 Professional Expense	1,000.00	0.00	0.00%
0-70-70.68 Repair & Maintenance	1,000.00	1,125.65	112.57%
0-70-70.82 New Equipment	1,000.00	399.99	40.00%
0-70-70.83 Other Expenses	500.00	589.72	117.94%
0-70-70.89 Property & Casualty Insur	7,000.00	12,633.64	180.48%
0-70-70.90 Software	5,000.00	0.00	0.00%
<b>Total RECREATION ADMINISTRATION</b>	<b>140,211.00</b>	<b>126,232.55</b>	<b>90.03%</b>
<b>0-70-71 SENIOR CITIZENS CENTER</b>			
0-70-71.10 Salaries	6,000.00	4,844.00	80.73%
0-70-71.20 Events	1,000.00	1,035.60	103.56%
0-70-71.52 Social Security	459.00	370.60	80.74%
0-70-71.55 Worker's Comp	300.00	201.68	67.23%
0-70-71.56 Unemployment	200.00	137.44	68.72%
<b>Total SENIOR CITIZENS CENTER</b>	<b>7,959.00</b>	<b>6,589.32</b>	<b>82.79%</b>
<b>0-70-72 VOREC GRANT</b>			
<b>Total VOREC GRANT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-70-73 PROUTY BEACH</b>			
0-70-73.11 PB Seasonal Maint Staff	22,400.00	137.50	0.61%
0-70-73.13 PB Seasonal T.B. Staff	37,573.00	12,794.65	34.05%
0-70-73.16 Mowing & Trimming	0.00	1,830.00	100.00%
0-70-73.17 PB Operations	41,550.00	35,772.80	86.10%
0-70-73.18 Gasoline	3,000.00	4,064.68	135.49%
0-70-73.21 Operating Supplies	4,000.00	4,539.05	113.48%
0-70-73.22 Repair & Maint Supplies	6,000.00	3,806.79	63.45%
0-70-73.23 Small Tools & Equipment	500.00	537.75	107.55%
0-70-73.24 Propane	500.00	269.51	53.90%
0-70-73.25 Equip Maintenance	750.00	1,448.09	193.08%
0-70-73.34 Communications	6,500.00	3,515.21	54.08%
0-70-73.36 Social Security	7,767.00	4,264.55	54.91%
0-70-73.37 Muni Retirement	6,475.00	998.82	15.43%
0-70-73.38 Health Insurance	0.00	9,600.58	100.00%
0-70-73.39 Workman's Comp	3,000.00	3,412.60	113.75%
0-70-73.40 Unemployment	200.00	137.44	68.72%
0-70-73.41 Life/AD&D/Disability	350.00	20.58	5.88%
0-70-73.43 Health Ins Opt Out	1,950.00	0.00	0.00%
0-70-73.68 Repair & Maintenance	1,000.00	1,385.55	138.56%
0-70-73.76 Utilities	20,000.00	15,688.23	78.44%
0-70-73.77 Software	2,104.00	0.00	0.00%
0-70-73.78 Refunds	0.00	3,492.08	100.00%
0-70-73.79 Other Expenses	200.00	300.00	150.00%

Account	Budget	Actual	% of Budget
0-70-73.81 Contracted Services	750.00	0.00	0.00%
0-70-73.82 New Equipment	5,000.00	4,315.98	86.32%
0-70-73.83 Improvements	3,000.00	683.07	22.77%
0-70-73.84 Solid Waste Disposal	1,500.00	2,004.95	133.66%
0-70-73.85 Lease Equipment	0.00	1,353.00	100.00%
0-70-73.86 Camper Funded Equipment	0.00	2,700.00	100.00%
0-70-73.87 PB Resale Goods	5,000.00	1,144.26	22.89%
0-70-73.88 Prouty Beach Attire	250.00	811.68	324.67%
0-70-73.89 Vehicle Maintenance	500.00	1,156.92	231.38%
0-70-73.90 Pest Control	250.00	0.00	0.00%
0-70-73.91 Camper Events	250.00	267.85	107.14%
0-70-73.92 Software	0.00	1,236.00	100.00%
<b>Total PROUTY BEACH</b>	<b>182,319.00</b>	<b>123,690.17</b>	<b>67.84%</b>
<b>0-70-74 COMMUNITY KITCHEN</b>			
<b>Total COMMUNITY KITCHEN</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-70-76 RECREATION PROGRAMS</b>			
0-70-76.10 Salaries	15,000.00	378.13	2.52%
0-70-76.11 Summer Camp Salary	0.00	550.00	100.00%
0-70-76.12 Summer Prog Salary	29,760.00	32,808.78	110.24%
0-70-76.13 Winter Prog Salary	9,000.00	8,539.41	94.88%
0-70-76.14 Annual Events Salary	0.00	973.13	100.00%
0-70-76.17 Adult Programs	500.00	210.00	42.00%
0-70-76.18 Program Funds	0.00	374.00	100.00%
0-70-76.28 Programs & Materials	0.00	157.35	100.00%
0-70-76.32 Annual Events	40,000.00	34,366.61	85.92%
0-70-76.39 Summer Programs	3,000.00	75.10	2.50%
0-70-76.40 Winter Programs	500.00	364.23	72.85%
0-70-76.41 Playworld - GF	250.00	531.97	212.79%
0-70-76.44 Social Security	4,151.00	3,752.82	90.41%
0-70-76.45 Muni Retirement	992.00	229.76	23.16%
0-70-76.46 Health Insurance	0.00	509.73	100.00%
0-70-76.47 Worker's Comp	1,240.00	0.00	0.00%
0-70-76.48 Unemployment	100.00	0.00	0.00%
0-70-76.49 Life/AD&D/Disability	100.00	41.13	41.13%
0-70-76.52 Summer Camp Operations	5,000.00	4,024.15	80.48%
<b>Total RECREATION PROGRAMS</b>	<b>109,593.00</b>	<b>87,886.30</b>	<b>80.19%</b>
<b>0-70-77 GP Playground Project</b>			
0-70-77.30 Advertising	0.00	600.00	100.00%
<b>Total GP Playground Project</b>	<b>0.00</b>	<b>600.00</b>	<b>100.00%</b>
<b>0-70-78 GARDNER PARK</b>			
0-70-78.10 Salaries	67,662.00	6,332.65	9.36%
0-70-78.11 Gardner Park Operations	18,000.00	55,264.94	307.03%

Account	Budget	Actual	% of Budget
0-70-78.13 Ice Rink Maintenance	0.00	1,564.20	100.00%
0-70-78.18 Gasoline	2,500.00	2,022.38	80.90%
0-70-78.19 Fuel Oil	1,000.00	2,052.65	205.27%
0-70-78.21 Operating Supplies	2,500.00	2,116.71	84.67%
0-70-78.22 Repair & Maint Supplies	5,000.00	4,259.92	85.20%
0-70-78.23 Small Tools & Equipment	1,000.00	598.30	59.83%
0-70-78.29 Security	0.00	527.00	100.00%
0-70-78.30 Equipment Maintenance	2,500.00	922.28	36.89%
0-70-78.33 Overtime	0.00	59.99	100.00%
0-70-78.34 Communications	3,000.00	2,019.69	67.32%
0-70-78.36 Social Security	6,553.00	3,819.60	58.29%
0-70-78.37 Muni Retirement	5,735.00	3,210.10	55.97%
0-70-78.38 Health Insurance	10,279.00	8,337.97	81.12%
0-70-78.39 Worker's Comp	3,000.00	2,879.44	95.98%
0-70-78.40 Unemployment	200.00	137.44	68.72%
0-70-78.41 Life/AD&D/Disability	600.00	328.89	54.82%
0-70-78.42 HRA Expense	700.00	0.00	0.00%
0-70-78.43 Health Ins Opt Out	650.00	0.00	0.00%
0-70-78.68 Repair & Maintenance	500.00	335.74	67.15%
0-70-78.76 Utilities	3,000.00	2,121.99	70.73%
0-70-78.82 Improvements	3,000.00	3,351.96	111.73%
0-70-78.83 New Equipment	2,000.00	0.00	0.00%
0-70-78.85 Solid Waste Disposal	1,300.00	1,646.46	126.65%
0-70-78.86 Lease Equipment	100.00	2,070.00	2,070.00%
0-70-78.89 Resale Goods	300.00	794.71	264.90%
0-70-78.90 Gardner Park Attire	200.00	1,035.02	517.51%
0-70-78.91 Vehicle Maintenance	500.00	793.87	158.77%
0-70-78.92 Pest Control	200.00	0.00	0.00%
<b>Total GARDNER PARK</b>	<b>141,979.00</b>	<b>108,603.90</b>	<b>76.49%</b>
<b>0-70-79 WATERFRONT</b>			
0-70-79.10 Dock Administration	23,000.00	16,746.37	72.81%
0-70-79.11 Gateway Maintenance	1,000.00	181.41	18.14%
0-70-79.12 Operations	11,000.00	10,689.08	97.17%
0-70-79.13 AIS Management	0.00	5,938.00	100.00%
0-70-79.21 Operating Supplies	2,000.00	1,189.31	59.47%
0-70-79.22 Repair & Maint Supplies	4,000.00	2,517.96	62.95%
0-70-79.34 Communications	3,000.00	2,317.57	77.25%
0-70-79.36 Social Security	2,678.00	2,569.82	95.96%
0-70-79.37 Muni Retirement	0.00	114.94	100.00%
0-70-79.38 Health Insurance	0.00	254.84	100.00%
0-70-79.39 Workman's Comp	1,400.00	1,176.49	84.04%
0-70-79.40 Unemployment	200.00	137.44	68.72%
0-70-79.41 Life/AD&D/Disability	0.00	20.58	100.00%
0-70-79.44 Software	700.00	0.00	0.00%
0-70-79.68 Repair & Maintenance	2,500.00	499.95	20.00%
0-70-79.76 Utilities	7,000.00	4,272.52	61.04%
0-70-79.77 Resale Gasoline	30,000.00	42,221.21	140.74%
0-70-79.78 WF Resale Goods	1,500.00	396.35	26.42%

Account	Budget	Actual	% of Budget
0-70-79.79 Other Expenses	1,000.00	1,985.10	198.51%
0-70-79.80 WF Greeter Program	2,000.00	0.00	0.00%
0-70-79.81 PPE & Attire	200.00	42.74	21.37%
0-70-79.82 Improvements	2,000.00	0.00	0.00%
0-70-79.83 Boat Maint	500.00	0.00	0.00%
0-70-79.85 Aquatic Nuisance	10,000.00	4,150.00	41.50%
0-70-79.88 Gateway Refunds	0.00	50.00	100.00%
0-70-79.89 Gateway Maintenance	2,000.00	1,548.86	77.44%
0-70-79.90 Gateway Center	7,500.00	5,044.34	67.26%
0-70-79.91 Solid Waste Disposal	3,500.00	2,121.56	60.62%
0-70-79.92 Waterfront Refunds	0.00	120.00	100.00%
0-70-79.93 Vehicle Maintenance	0.00	629.07	100.00%
0-70-79.94 Permits & Inspection	100.00	170.00	170.00%
0-70-79.95 WF Small Tools & Equip	400.00	62.68	15.67%
0-70-79.96 New Equipment	300.00	0.00	0.00%
0-70-79.97 Equipment Maintenance	500.00	384.00	76.80%
0-70-79.98 Pest Control	200.00	0.00	0.00%
0-70-79.99 GW Inspections	500.00	0.00	0.00%
<b>Total WATERFRONT</b>	<b>120,678.00</b>	<b>107,552.19</b>	<b>89.12%</b>
<b>Total RECREATION DEPARTMENT</b>	<b>702,739.00</b>	<b>561,154.43</b>	<b>79.85%</b>
0-80-69.55 Worker's Comp	0.00	1,387.80	100.00%
0-80-69.56 Unemployment	0.00	274.88	100.00%
<b>0-80-86 CONSERVATION &amp; DEVELOPMEN</b>			
0-80-86.83 Main St. Banners/Lights	5,000.00	48.65	0.97%
0-80-86.84 Bike Path & RR ROW	7,000.00	4,682.56	66.89%
0-80-86.89 VLCT Membership	7,000.00	0.00	0.00%
0-80-86.91 NVDA	3,800.00	0.00	0.00%
0-80-86.95 Misc, Flower Beds, Etc.	900.00	0.00	0.00%
0-80-86.98 Volunteer Band	500.00	500.00	100.00%
<b>Total CONSERVATION &amp; DEVELOPMEN</b>	<b>24,200.00</b>	<b>5,231.21</b>	<b>21.62%</b>
<b>0-81 CONSERVATION PROJECT</b>			
<b>0-81-80 BOAT WASHING STATION</b>			
<b>Total BOAT WASHING STATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-81-95 PERSONNEL EXPENSES</b>			
<b>Total PERSONNEL EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total CONSERVATION PROJECT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-82 HEALTH &amp; WELFARE</b>			
0-82-68.10 Health Officer Salary	3,857.00	624.16	16.18%
0-82-68.52 Social Security	300.00	596.32	198.77%

Account	Budget	Actual	Actual % of Budget
0-82-69.00 Recycling Expense	25,250.00	17,067.19	67.59%
0-82-69.10 Recycling Salaries	16,975.00	14,408.30	84.88%
0-82-69.50 Haz Waste Disposal SWIP	17,500.00	8,839.13	50.51%
0-82-69.52 Social Security	1,299.00	537.56	41.38%
0-82-69.53 Worker's Comp	200.00	0.00	0.00%
0-82-69.55 Worker's Comp	1,800.00	0.00	0.00%
0-82-69.56 Unemployment Insur	340.00	0.00	0.00%
0-82-69.70 Other Professional Exp	4,120.00	4,000.00	97.09%
0-82-69.91 Waste Disposal	7,000.00	4,119.90	58.86%
<b>Total HEALTH &amp; WELFARE</b>	<b>78,641.00</b>	<b>50,192.56</b>	<b>63.82%</b>
<b>0-90 DEBT SERVICE AND MISC</b>			
<b>0-90-90 DEBT SERVICE</b>			
0-90-90.20 Fire Dept Extrac EQ lease	0.00	18,543.58	100.00%
0-90-90.45 2023 Expl Q43 prin 3295	5,000.00	10,339.39	206.79%
0-90-90.46 2023 Expl Q43 int 3295	200.00	1,371.33	685.67%
0-90-90.50 2021 Q41 Exp Prin 3041	7,000.00	5,977.67	85.40%
0-90-90.51 2021 Q41 Exp Int 3041	100.00	39.49	39.49%
0-90-90.52 2021 PD Exp Q42 Prin 3230	12,000.00	8,083.87	67.37%
0-90-90.53 2021 PD Exp Q42 Int 3230	400.00	114.75	28.69%
0-90-90.62 2023 PD Exp Q45 Pri #3281	10,000.00	10,466.98	104.67%
0-90-90.63 2023 PD Exp Q45 Int #3281	300.00	1,252.38	417.46%
0-90-90.70 Fire Dept. Gear Lease	24,700.00	24,645.72	99.78%
0-90-90.82 Police Taser Lease	3,500.00	0.00	0.00%
0-90-90.89 Tennis Court Sinking Fund	1,440.00	0.00	0.00%
0-90-90.90 Line of Credit-Note Inter	0.00	24,630.97	100.00%
0-90-90.96 2014 Heavy Res Prin 1988	38,204.00	0.00	0.00%
0-90-90.97 2014 Heavy Res Int 1988	3,012.00	0.00	0.00%
<b>Total DEBT SERVICE</b>	<b>105,856.00</b>	<b>105,466.13</b>	<b>99.63%</b>
<b>0-90-91 Expenditure of Assigned F</b>			
<b>Total Expenditure of Assigned F</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-90-92 UNANTICIPATED EXPENSES</b>			
<b>Total UNANTICIPATED EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-90-95 PERSONNEL EXPENSES</b>			
<b>Total PERSONNEL EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-90-97 OTHER EXPENDITURES</b>			
0-90-97.00 Orleans County Tax	52,000.00	57,458.49	110.50%
0-90-97.29 Tax Sale Redemption	0.00	71,859.91	100.00%
0-90-97.35 NCIC Grants Admin	30,000.00	7,020.00	23.40%
0-90-97.50 Claims and Damages	1,500.00	0.00	0.00%
0-90-97.75 Newport Ambulance	204,583.00	204,583.00	100.00%

Account	Budget	Actual	% of Budget
0-90-97.79 Miscellaneous	500.00	566.94	113.39%
0-90-97.95 Prop & Casualty Insurance	14,000.00	17,302.00	123.59%
0-90-97.98 Renaiss Proj Non-Fed	30,000.00	30,000.00	100.00%
<b>Total OTHER EXPENDITURES</b>	<b>332,583.00</b>	<b>388,790.34</b>	<b>116.90%</b>
<b>0-90-98 LIABILITY INS EXPENSE</b>			
0-90-98.00 Public Official Liab Ins	6,000.00	6,621.04	110.35%
0-90-98.01 Employment Practices Ins	11,000.00	14,141.84	128.56%
<b>Total LIABILITY INS EXPENSE</b>	<b>17,000.00</b>	<b>20,762.88</b>	<b>122.13%</b>
<b>Total DEBT SERVICE AND MISC</b>	<b>455,439.00</b>	<b>515,019.35</b>	<b>113.08%</b>
<b>0-92-98 CAPITAL IMPROVEMENTS</b>			
0-92-98.01 Street Resurfacing	229,000.00	385,384.52	168.29%
0-92-98.03 Public Works Vehicles	160,000.00	178,283.76	111.43%
0-92-98.09 Street Reconstruction	35,000.00	2,196.78	6.28%
0-92-98.10 Main Street Maintenance	10,000.00	3,407.99	34.08%
0-92-98.12 BridgeCulvert/Retain Wall	25,000.00	0.00	0.00%
0-92-98.20 Gateway Renovations	6,000.00	4,234.39	70.57%
0-92-98.21 Gateway/Waterfront Impr	30,000.00	5,375.00	17.92%
0-92-98.40 Rec Maintenance Vehicles	10,000.00	0.00	0.00%
0-92-98.44 Municipal Bldg Remodel	15,000.00	0.00	0.00%
0-92-98.52 Replacement Docks Pre-pay	0.00	42.74	100.00%
0-92-98.53 Gardner Park Improvements	30,000.00	50,747.06	169.16%
0-92-98.57 Event/Program Equipment	2,500.00	0.00	0.00%
0-92-98.65 PB Improvements	15,000.00	2,496.58	16.64%
0-92-98.81 VISTA Traffic Lights	80,000.00	13,240.16	16.55%
0-92-98.84 Fire Station Repair & Mai	5,000.00	0.00	0.00%
0-92-98.85 Bullet Proof Vest Relacem	5,000.00	7,752.17	155.04%
0-92-98.86 Tech Equip Fleet Replacem	5,000.00	0.00	0.00%
0-92-98.87 Dispatch Equipment	10,000.00	0.00	0.00%
0-92-98.89 Fire Vehicle/Equipment	65,000.00	8,239.32	12.68%
<b>Total CAPITAL IMPROVEMENTS</b>	<b>737,500.00</b>	<b>661,400.47</b>	<b>89.68%</b>
<b>0-93 STREET IMPROVEMENT BOND</b>			
<b>Total STREET IMPROVEMENT BOND</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>0-95 APPROPRIATIONS</b>			
<b>0-95-66 APPROPRIATIONS</b>			
0-95-66.00 Goodrich Memorial Library	110,000.00	0.00	0.00%
0-95-66.59 Rural Comm Transit	11,000.00	0.00	0.00%
0-95-66.60 Orls Cty Historic Society	4,000.00	2,600.00	65.00%
0-95-66.61 Orleans & North Essex VNA	17,500.00	0.00	0.00%
0-95-66.62 N.E.K. Mental Health Serv	4,818.00	0.00	0.00%
0-95-66.65 Area Agency on Aging	7,000.00	0.00	0.00%
0-95-66.69 Orleans Co. Citizens Advo	2,000.00	0.00	0.00%



Account	Budget	Actual	% of Budget
0-95-66.75 Pope Memorial Animal Soci	2,000.00	0.00	0.00%
0-95-66.90 Umbrella - Cornucopia	8,500.00	0.00	0.00%
0-95-66.96 NEK Adult Learning Scvs.	3,000.00	0.00	0.00%
<b>Total APPROPRIATIONS</b>	<b>169,818.00</b>	<b>2,600.00</b>	<b>1.53%</b>
0-95-99.00 Transfer Funds School	0.00	4,868,463.31	100.00%
<b>Total APPROPRIATIONS</b>	<b>169,818.00</b>	<b>4,871,063.31</b>	<b>2,868.40%</b>
<b>Total T E S P Const (FED)</b>	<b>6,586,030.00</b>	<b>10,490,256.13</b>	<b>159.28%</b>
<b>Total Expenditures</b>	<b>6,586,030.00</b>	<b>10,490,256.13</b>	<b>159.28%</b>
<b>Total GENERAL FUND</b>	<b>-170,518.00</b>	<b>578,975.09</b>	
1-00-81.00 Mooring Mgt Income	0.00	6,015.00	100.00%
<b>Total Revenues</b>	<b>0.00</b>	<b>6,015.00</b>	<b>100.00%</b>
<b>1-81-96 MOORING MANAGEMENT</b>			
<b>Total MOORING MANAGEMENT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total MOORING MANAGEMENT FUND</b>	<b>0.00</b>	<b>6,015.00</b>	
<b>2-00 FED &amp; STATE GRANT</b>			
<b>Total FED &amp; STATE GRANT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>2-50-81 FB TENNIS CT RECONSTR</b>			
<b>Total FB TENNIS CT RECONSTR</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>2-50-90 BRIDGE REPAIR</b>			
<b>Total BRIDGE REPAIR</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>2-50-95 SIDEWALKS &amp; RAMPS ADA</b>			
<b>Total SIDEWALKS &amp; RAMPS ADA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>2-51-05 LIBRARY PROJ GRANT 14.228</b>			
<b>Total LIBRARY PROJ GRANT 14.228</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>

Account	Budget	Actual	% of Budget
2-51-10 BIKE PATH (FED) 20.205			
Total BIKE PATH (FED) 20.205	0.00	0.00	0.00%
2-51-12 FHA LAKE RD. PAVING 20.20			
Total FHA LAKE RD. PAVING 20.20	0.00	0.00	0.00%
2-51-15 GATEWAY PUMP STATION			
Total GATEWAY PUMP STATION	0.00	0.00	0.00%
2-51-20 INDIAN HEAD PROJECT			
Total INDIAN HEAD PROJECT	0.00	0.00	0.00%
2-51-25 CITY CENTER INDUST PARK			
Total CITY CENTER INDUST PARK	0.00	0.00	0.00%
2-51-30 LAKEMONT PH 2 PROJECT			
Total LAKEMONT PH 2 PROJECT	0.00	0.00	0.00%
2-51-35 T.E.S.P. PROJ 20.200			
Total T.E.S.P. PROJ 20.200	0.00	0.00	0.00%
2-51-40 WILSON ST PROJ-IN HOUSE			
Total WILSON ST PROJ-IN HOUSE	0.00	0.00	0.00%
2-51-45 2nd FLOOR GATEWAY			
Total 2nd FLOOR GATEWAY	0.00	0.00	0.00%
2-51-46 GATEWAY WATER SYSTEM			
Total GATEWAY WATER SYSTEM	0.00	0.00	0.00%
2-51-50 HIGHLAND AVE PROJ-IN HSE			
Total HIGHLAND AVE PROJ-IN HSE	0.00	0.00	0.00%
2-51-55 COVENTRY ST. PROJECT			
Total COVENTRY ST. PROJECT	0.00	0.00	0.00%
2-51-60 I/I STUDY PROJECT			

Account	Budget	Actual	% of Budget
<b>Total I/I STUDY PROJECT</b>	0.00	0.00	0.00%
<b>2-51-61 HOSPITAL CODE GENERATION</b>			
<b>Total HOSPITAL CODE GENERATION</b>	0.00	0.00	0.00%
<b>2-51-75 ARSENIC PROJ 66.468</b>			
<b>Total ARSENIC PROJ 66.468</b>	0.00	0.00	0.00%
<b>2-51-80 NEW WATER WELL PROJ</b>			
<b>Total NEW WATER WELL PROJ</b>	0.00	0.00	0.00%
<b>2-51-95 EMPLOYEE BENEFITS</b>			
<b>Total EMPLOYEE BENEFITS</b>	0.00	0.00	0.00%
<b>2-60-75 FIRE STATION</b>			
<b>Total FIRE STATION</b>	0.00	0.00	0.00%
<b>2-60-85 CITY GARAGE</b>			
<b>Total CITY GARAGE</b>	0.00	0.00	0.00%
<b>2-70-75 PROUTY BEACH PROJECT</b>			
<b>Total PROUTY BEACH PROJECT</b>	0.00	0.00	0.00%
<b>Total Expenditures</b>	0.00	0.00	0.00%
<b>Total PROJECT FUND</b>	0.00	0.00	
<b>3-00-28 CEMETERY TRUST FUND</b>			
3-00-28.26 Dividend Income	0.00	1,111.81	100.00%
3-00-28.27 Gains/Losses	0.00	8,051.27	100.00%
3-00-28.28 Burials	0.00	175.00	100.00%
3-00-28.30 Interest Income	0.00	3,038.10	100.00%
<b>Total CEMETERY TRUST FUND</b>	0.00	12,376.18	100.00%
<b>Total Revenues</b>	0.00	12,376.18	100.00%
<b>3 Muni retirement</b>			
<b>3-60-69 EAST MAIN ST CEMETERY</b>			
3-60-69.22 Admin Fees	0.00	899.21	100.00%

Account	Budget	Actual	%
		of	of Budget
3-60-69.41 Other Contracted Labor	0.00	4,000.00	100.00%
<b>Total EAST MAIN ST CEMETERY</b>	<b>0.00</b>	<b>4,899.21</b>	<b>100.00%</b>
<b>3-90-90 PERSONNEL EXPENSES</b>			
<b>Total PERSONNEL EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>3-90-99 ADMINISTRATION</b>			
<b>Total ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Muni retirement</b>	<b>0.00</b>	<b>4,899.21</b>	<b>100.00%</b>
<b>Total Expenditures</b>	<b>0.00</b>	<b>4,899.21</b>	<b>100.00%</b>
<b>Total CEMETERY FUND</b>	<b>0.00</b>	<b>7,476.97</b>	
<b>4-00-2 NILES FUND REVENUES</b>			
4-00-22.00 Interest Income	0.00	2,525.09	100.00%
4-00-23.00 Dividend Income	0.00	952.46	100.00%
4-00-24.00 Gains & Losses	0.00	6,238.55	100.00%
<b>Total NILES FUND REVENUES</b>	<b>0.00</b>	<b>9,716.10</b>	<b>100.00%</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>9,716.10</b>	<b>100.00%</b>
<b>4-10 ADMINISTRATION</b>			
4-10-30.00 Admin Fees	0.00	729.83	100.00%
<b>Total ADMINISTRATION</b>	<b>0.00</b>	<b>729.83</b>	<b>100.00%</b>
<b>4-20 NILES FUND-OTHER EXPENSE</b>			
4-20-20.00 Other Expenditures	0.00	85.00	100.00%
4-20-40.00 Beneficiaries	0.00	400.00	100.00%
4-20-50.00 Advertising	0.00	58.00	100.00%
<b>Total NILES FUND-OTHER EXPENSE</b>	<b>0.00</b>	<b>543.00</b>	<b>100.00%</b>
<b>Total Expenditures</b>	<b>0.00</b>	<b>1,272.83</b>	<b>100.00%</b>
<b>Total PERLEY &amp; NILES FUND</b>	<b>0.00</b>	<b>8,443.27</b>	
<b>5-00-2 C D B G FUNDS</b>			
<b>5-00-20 LOAN REPAYMENTS</b>			
<b>Total LOAN REPAYMENTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>5-00-21 INTEREST INCOME</b>			

Account	Budget	Actual	% of Budget
5-00-21.00 MMA Interest PSB1750	0.00	25.43	100.00%
5-00-21.01 Interest on Savings 2555	0.00	0.11	100.00%
5-00-21.06 MMA Interest CHITT 3700	0.00	0.34	100.00%
5-00-21.08 Interest UDAG 2555	0.00	0.77	100.00%
<b>Total INTEREST INCOME</b>	<b>0.00</b>	<b>26.65</b>	<b>100.00%</b>
<b>5-00-22 GRANT REVENUES</b>			
<b>Total GRANT REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total C D B G FUNDS</b>	<b>0.00</b>	<b>26.65</b>	<b>100.00%</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>26.65</b>	<b>100.00%</b>
<b>5-30-30 TRANSFERS</b>			
<b>Total TRANSFERS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>5-35 Npt Family Housing 14.228</b>			
<b>Total Npt Family Housing 14.228</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>5-40 UNION STREET PLAN GRANT</b>			
<b>Total UNION STREET PLAN GRANT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>5-41 UNION STREET CONST GRANT</b>			
<b>Total UNION STREET CONST GRANT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>5-42 VGIS 0158/02mp 14.228</b>			
<b>Total VGIS 0158/02mp 14.228</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>5-43 MULTI-FAM 158/01IG 14.228</b>			
<b>Total MULTI-FAM 158/01IG 14.228</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>5-44 HOSP-CO 158/02PG 14.228</b>			
<b>Total HOSP-CO 158/02PG 14.228</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>5-45 DOWNTOWN 0158/05PG04 FED</b>			
<b>Total DOWNTOWN 0158/05PG04 FED</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>

Account	Budget	Actual	% of Budget
5-46 CHARRETTE GRANT 0158/08MP			
Total CHARRETTE GRANT 0158/08MP	0.00	0.00	0.00%
5-47 WAY FINDING SIGNS 2009			
Total WAY FINDING SIGNS 2009	0.00	0.00	0.00%
5-48 Tasting Center PG			
Total Tasting Center PG	0.00	0.00	0.00%
5-50 CITY FUNDS - UNION STREET			
5-50-41 UNION ST PLANNING - CITY			
Total UNION ST PLANNING - CITY	0.00	0.00	0.00%
5-50-42 UNION STREET PROJECT CITY			
Total UNION STREET PROJECT CITY	0.00	0.00	0.00%
5-50-43 TRAFFIC STUDY 98MP-24			
Total TRAFFIC STUDY 98MP-24	0.00	0.00	0.00%
5-50-44 CDBG FUND			
Total CDBG FUND	0.00	0.00	0.00%
5-50-45 STORM WATER SEPERATION			
Total STORM WATER SEPERATION	0.00	0.00	0.00%
Total CITY FUNDS - UNION STREET	0.00	0.00	0.00%
Total Expenditures	0.00	0.00	0.00%
Total C.D.B.G. FUNDS	0.00	26.65	
6-00-25 BLOCK GRANT			
Total BLOCK GRANT	0.00	0.00	0.00%
6-00-26 COMMUNITY HEROIN REIMBURS			
Total COMMUNITY HEROIN REIMBURS	0.00	0.00	0.00%
6-00-29.00 Interest Acct #1748	0.00	23.68	100.00%
6-00-60.97 Interest #3805 Treasury	0.00	1.93	100.00%

Account	Budget	Actual	% of Budget
<b>Total Revenues</b>	<b>0.00</b>	<b>25.61</b>	<b>100.00%</b>
6-40-85.00 Justice Fund #1748 (Fed)	0.00	14,278.29	100.00%
<b>6-50-26 COMMUNITY HEROIN EXPENSES</b>			
<b>Total COMMUNITY HEROIN EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>0.00</b>	<b>14,278.29</b>	<b>100.00%</b>
<b>Total PUBLIC SAFETY FUNDS</b>	<b>0.00</b>	<b>-14,252.68</b>	
<b>7-00-10 TRUST FUND REVENUES</b>			
7-00-10.00 Rec Trust Income #1756	0.00	85.25	100.00%
<b>Total TRUST FUND REVENUES</b>	<b>0.00</b>	<b>85.25</b>	<b>100.00%</b>
<b>7-00-2 RECREATION FUND</b>			
<b>7-00-20 PROGRAM REVENUES</b>			
<b>Total PROGRAM REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>7-00-29 OTHER REVENUES</b>			
7-00-29.00 Rec Trust Donations	0.00	100.74	100.00%
7-00-29.42 Ice Rink Imp Rev #3652	0.00	1.00	100.00%
7-00-29.43 Ice Out Contest	0.00	847.00	100.00%
<b>Total OTHER REVENUES</b>	<b>0.00</b>	<b>948.74</b>	<b>100.00%</b>
<b>Total RECREATION FUND</b>	<b>0.00</b>	<b>948.74</b>	<b>100.00%</b>
<b>7-00-3 RECREATION TRUST INCOME</b>			
7-00-30.10 Gardner Park Improvements	0.00	922.65	100.00%
7-00-30.16 Recreation Committee Proj	0.00	1,728.00	100.00%
7-00-30.41 Interest Babe Ruth Fund	0.00	3.18	100.00%
7-00-30.51 Interest PB Improvements	0.00	0.16	100.00%
7-00-30.52 Ice Rink Imprv Int #3652	0.00	4.27	100.00%
7-00-30.54 Perform Arts Center Int	0.00	0.68	100.00%
7-00-30.55 Rec Trust Scholar Int	0.00	1.30	100.00%
7-00-30.58 Rec Trust Int. #1756	0.00	0.17	100.00%
<b>Total RECREATION TRUST INCOME</b>	<b>0.00</b>	<b>2,660.41</b>	<b>100.00%</b>
<b>7-00-40 Winterfest</b>			
<b>Total Winterfest</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>7-00-50 SUMMERFEST REVENUES</b>			

Account	Budget	Actual	% of Budget
<b>Total SUMMERFEST REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>7-00-60 Ice Rink Improvements</b>			
<b>Total Ice Rink Improvements</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>7-00-80 BAND STAND</b>			
<b>Total BAND STAND</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>7-00-90 OTHER REVENUES</b>			
<b>Total OTHER REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>3,694.40</b>	<b>100.00%</b>
<b>7-70 REC TRUST FUND EXPENSES</b>			
<b>7-70-20 TRIPS &amp; EVENTS</b>			
7-70-20.10 Red Sox Raffle	0.00	1,052.00	100.00%
7-70-20.40 Bike Rodeo	0.00	50.00	100.00%
7-70-20.60 Mother/Son Dance	0.00	1,099.50	100.00%
7-70-20.70 Halloween Expenses	0.00	189.87	100.00%
7-70-20.75 Father/daughter Dance	0.00	299.50	100.00%
<b>Total TRIPS &amp; EVENTS</b>	<b>0.00</b>	<b>2,690.87</b>	<b>100.00%</b>
7-70-70.90 Other Expenditures	0.00	323.63	100.00%
<b>Total REC TRUST FUND EXPENSES</b>	<b>0.00</b>	<b>3,014.50</b>	<b>100.00%</b>
<b>7-71 REC TRUST PROGRAMS</b>			
7-71-76.60 Other Programs	0.00	500.00	100.00%
7-71-76.80 Ice Out Expenses	0.00	381.45	100.00%
<b>Total REC TRUST PROGRAMS</b>	<b>0.00</b>	<b>881.45</b>	<b>100.00%</b>
<b>7-72 COMMUNITY YOUTH PRIDE</b>			
<b>Total COMMUNITY YOUTH PRIDE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>7-73 CRAFT FAIR</b>			
<b>Total CRAFT FAIR</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>7-80 OTHER EXPENDITURES</b>			
7-80-82.00 Other Expenses	0.00	485.34	100.00%
7-80-83.16 Ice Out Contest	0.00	838.00	100.00%
7-80-83.17 Fundraiser Expenses	0.00	62.99	100.00%



Account	Budget	Actual	Actual % of Budget
<hr/>			
<b>Total OTHER EXPENDITURES</b>	<b>0.00</b>	<b>1,386.33</b>	<b>100.00%</b>
7-90-20.81 July 4th Activities	0.00	23.85	100.00%
<b>7-91 WINTER CARNIVAL</b>			
<b>Total WINTER CARNIVAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>7-92 BANDSTAND EXPENSES</b>			
<b>Total BANDSTAND EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>0.00</b>	<b>5,306.13</b>	<b>100.00%</b>
<b>Total RECREATION TRUST FUND</b>	<b>0.00</b>	<b>-1,611.73</b>	
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<b>8-00-2 SEWER DEPT INCOME</b>			
8-00-26.40 Sewer Dept-Sewer Charge	1,511,271.00	770,349.04	50.97%
8-00-26.41 Sewer Dept-Derby Share	95,000.00	128,277.41	135.03%
8-00-26.43 Sewer Allocation Fee	450.00	892.50	198.33%
8-00-26.45 Sewer Plant-Discharge Fee	185,000.00	115,908.41	62.65%
8-00-26.70 Interest Income	6,500.00	5,273.05	81.12%
8-00-29.75 WWTF Sinking Fund Interes	50.00	78.61	157.22%
<b>Total SEWER DEPT INCOME</b>	<b>1,798,271.00</b>	<b>1,020,779.02</b>	<b>56.76%</b>
<b>Total Revenues</b>	<b>1,798,271.00</b>	<b>1,020,779.02</b>	<b>56.76%</b>
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<b>8-50-55 SEWER COLLECTION TRUCKS</b>			
8-50-55.21 Truck & Equip Maint Suppl	4,500.00	349.38	7.76%
8-50-55.22 Truck & Equip Parts	14,000.00	3,652.91	26.09%
8-50-55.68 Truck & Equip Repairs	8,000.00	4,559.29	56.99%
<b>Total SEWER COLLECTION TRUCKS</b>	<b>26,500.00</b>	<b>8,561.58</b>	<b>32.31%</b>
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<b>8-50-56 SEWER PLANT TRUCKS</b>			
8-50-56.21 Truck & Equip Maint Suppl	2,500.00	63.56	2.54%
8-50-56.22 Truck & Equip Parts	0.00	604.66	100.00%
8-50-56.68 Truck & Equip Repairs	0.00	2,016.00	100.00%
<b>Total SEWER PLANT TRUCKS</b>	<b>2,500.00</b>	<b>2,684.22</b>	<b>107.37%</b>
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<b>8-50-57 SEWER COLLECTION</b>			
8-50-57.10 Regular Pay	41,711.00	59,519.30	142.69%
8-50-57.11 Sewer Coll-Overtime	7,000.00	2,506.71	35.81%
8-50-57.13 Repairs	8,000.00	1,765.00	22.06%
8-50-57.14 Maintenance/Cleaning	5,000.00	550.98	11.02%

Account	Budget	Actual	Actual % of Budget
8-50-57.18 Fuel	9,000.00	2,539.28	28.21%
8-50-57.20 Social Security	3,726.00	4,558.28	122.34%
8-50-57.21 Operating Supplies	1,000.00	49.02	4.90%
8-50-57.22 Repair & Maintenance Supp	500.00	66.84	13.37%
8-50-57.23 Small Tools & Equipment	3,500.00	777.56	22.22%
8-50-57.25 Materials	15,000.00	26,605.00	177.37%
8-50-57.26 Retirement	4,140.00	0.00	0.00%
8-50-57.27 Health Insurance	12,442.00	8,668.64	69.67%
8-50-57.28 Unemployment Compensation	500.00	0.00	0.00%
8-50-57.29 Worker's Compensation	3,000.00	0.00	0.00%
8-50-57.34 Pump Station Alarm Lines	2,500.00	565.41	22.62%
8-50-57.35 Truck & Equipment Parts	3,700.00	0.00	0.00%
8-50-57.36 Truck & Equipment Repairs	2,200.00	0.00	0.00%
8-50-57.66 Truck & Equip Rental	8,300.00	15,120.06	182.17%
8-50-57.68 Repair & Maintenance	5,500.00	40,031.21	727.84%
8-50-57.76 Utilities	22,700.00	16,396.53	72.23%
8-50-57.79 Other Expenses	500.00	974.70	194.94%
8-50-57.80 Water Meters	38,000.00	13,011.56	34.24%
8-50-57.82 Pump Station Alarms	7,000.00	2,947.80	42.11%
8-50-57.83 Pump Station Repair	18,000.00	34,551.47	191.95%
<b>Total SEWER COLLECTION</b>	<b>222,919.00</b>	<b>231,205.35</b>	<b>103.72%</b>
<b>8-50-58 SEWER PLANT</b>			
8-50-58.10 Regular Pay	121,616.00	85,185.01	70.04%
8-50-58.11 Overtime Pay	7,500.00	10,293.68	137.25%
8-50-58.12 Vacation	0.00	8,249.03	100.00%
8-50-58.13 Holiday	0.00	7,453.84	100.00%
8-50-58.14 Sick Pay	0.00	8,339.01	100.00%
8-50-58.15 Other Pay	12,000.00	23,938.50	199.49%
8-50-58.16 Longevity	0.00	200.00	100.00%
8-50-58.18 Fuel	4,000.00	2,688.91	67.22%
8-50-58.19 Heating Oil	72,000.00	19,100.38	26.53%
8-50-58.20 Office Supplies	700.00	233.42	33.35%
8-50-58.21 Operating Supplies	123,000.00	128,786.36	104.70%
8-50-58.22 Repair Parts	24,000.00	14,473.31	60.31%
8-50-58.23 Small Tools & Equipment	3,500.00	1,333.24	38.09%
8-50-58.32 Truck & Equip Maint Suppl	250.00	0.00	0.00%
8-50-58.33 Truck & Equip Parts	250.00	0.00	0.00%
8-50-58.34 Communications	6,700.00	5,122.73	76.46%
8-50-58.50 Plant Improvements	8,500.00	49,263.93	579.58%
8-50-58.60 Professional Expense	4,500.00	4,622.00	102.71%
8-50-58.66 Truck & Equip Rental	1,500.00	1,907.45	127.16%
8-50-58.68 Repair & Maintenance	15,000.00	29,679.38	197.86%
8-50-58.76 Utilities	93,300.00	59,332.12	63.59%
8-50-58.79 Other Expenses	9,000.00	4,338.95	48.21%
8-50-58.83 State Operating Fee	5,100.00	5,100.00	100.00%
8-50-58.84 Plant Water Usage Fees	23,000.00	8,126.64	35.33%
8-50-58.87 Sludge Dewater/Disposal	150,000.00	162,066.33	108.04%
8-50-58.91 Solid Waste Disposal	4,900.00	944.85	19.28%

Account	Budget	Actual	Actual % of Budget
<b>Total SEWER PLANT</b>	<b>690,316.00</b>	<b>640,779.07</b>	<b>92.82%</b>
<b>8-50-59 SEWER ADMINISTRATION</b>			
8-50-59.11 Salaries	92,315.00	49,980.78	54.14%
8-50-59.12 Vacation	19,910.00	2,783.07	13.98%
8-50-59.13 Holiday	16,702.00	1,104.15	6.61%
8-50-59.20 Office Supplies	200.00	0.00	0.00%
8-50-59.21 Employee Work Attire	2,600.00	1,959.93	75.38%
8-50-59.34 Communications	400.00	316.80	79.20%
8-50-59.69 Repair & Maintenance	1,400.00	542.50	38.75%
8-50-59.79 Other Expenses	300.00	0.00	0.00%
8-50-59.80 Equipment (Computer)	600.00	0.00	0.00%
8-50-59.90 Professional Services	300.00	1,475.00	491.67%
<b>Total SEWER ADMINISTRATION</b>	<b>134,727.00</b>	<b>58,162.23</b>	<b>43.17%</b>
<b>8-50-90 PERSONNEL EXPENSES</b>			
8-50-90.06 Unemployment Compensation	1,200.00	439.80	36.65%
8-50-90.07 Worker's Compensation	16,000.00	11,190.00	69.94%
8-50-90.08 Health Insurance	34,148.00	23,672.76	69.32%
8-50-90.09 Social Security	20,658.00	11,992.22	58.05%
8-50-90.10 Municipal Retirement	22,954.00	16,821.05	73.28%
8-50-90.11 Employee Life Insurance	500.00	0.00	0.00%
8-50-90.13 Life/AD&D/Disability	2,000.00	1,576.88	78.84%
8-50-90.15 Health Ins Opt Out	2,080.00	900.00	43.27%
8-50-90.19 HRA Expense	3,000.00	0.00	0.00%
<b>Total PERSONNEL EXPENSES</b>	<b>102,540.00</b>	<b>66,592.71</b>	<b>64.94%</b>
<b>8-50-91 OTHER EXPENSES</b>			
8-50-91.10 Claims & Damages	1,000.00	2,000.00	200.00%
8-50-91.15 P & C Insurance-Plant	24,150.00	30,763.52	127.39%
8-50-91.16 P & C Insurance-Distrib	1,300.00	1,619.13	124.55%
8-50-91.40 Public Officials Liabilit	1,000.00	1,035.36	103.54%
8-50-91.50 Employment Practices Ins.	2,000.00	2,322.68	116.13%
8-50-91.65 Fold Utility Bills	100.00	37.99	37.99%
8-50-91.92 Sewer Line Mapping	3,500.00	0.00	0.00%
<b>Total OTHER EXPENSES</b>	<b>33,050.00</b>	<b>37,778.68</b>	<b>114.31%</b>
<b>8-50-92 WWTF UPGRADE 66.458</b>			
<b>Total WWTF UPGRADE 66.458</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>8-50-94 CAPITAL EXPENDITURES</b>			
8-50-94.46 Sewer Lines & Structures	20,000.00	0.00	0.00%
8-50-94.47 Siphon Study	1,000.00	0.00	0.00%
8-50-94.48 Sewer Main Lining	40,000.00	0.00	0.00%
8-50-94.51 Sewer Lines-Labor	60,000.00	53.44	0.09%

Account	Budget	Actual	% of Budget
8-50-94.59 CSO Engineering	7,000.00	830.00	11.86%
8-50-94.60 CSO Materials	0.00	830.00	100.00%
<b>Total CAPITAL EXPENDITURES</b>	<b>128,000.00</b>	<b>1,713.44</b>	<b>1.34%</b>
<b>8-50-95 DEBT SERVICE</b>			
8-50-95.30 2001 Sewer Prin 2010-4	25,000.00	25,000.00	100.00%
8-50-95.31 2001 Sewer Int 2010-4	3,313.00	1,093.75	33.01%
8-50-95.63 Vactor Sinking Fund	80,000.00	0.00	0.00%
8-50-95.73 RF075 Plant Upgrade	212,656.00	212,655.47	100.00%
8-50-95.74 SRF RF1 - 075 Interest/Ad	26,829.00	26,829.13	100.00%
8-50-95.89 RF150 Prive Pump Prin	11,294.00	0.00	0.00%
8-50-95.90 SRF RF1-150 Interest	2,749.00	0.00	0.00%
8-50-95.98 Dewatering Loan #2921 Pri	89,116.00	46,310.90	51.97%
8-50-95.99 Dewatering Loan #2921 Int	6,762.00	1,628.00	24.08%
<b>Total DEBT SERVICE</b>	<b>457,719.00</b>	<b>313,517.25</b>	<b>68.50%</b>
<b>8-50-97 SEWER SYSTEM DEPRECIATION</b>			
<b>Total SEWER SYSTEM DEPRECIATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>1,798,271.00</b>	<b>1,360,994.53</b>	<b>75.68%</b>
<b>Total SEWER FUND</b>	<b>0.00</b>	<b>-340,215.51</b>	
<b>9-00 WATER DEPT INCOME</b>			
9-00-04.20 Water Allocation Fee	250.00	495.24	198.10%
9-00-26.50 Water Dept - Rent	1,009,483.00	543,339.16	53.82%
9-00-26.51 Water Dept-Labor & Materi	1,000.00	-300.00	-30.00%
9-00-26.60 Interest Income	4,700.00	3,941.07	83.85%
9-00-26.80 Water Tower Fund Interest	150.00	99.87	66.58%
9-00-26.88 ARPA Fund Interest	0.00	1,192.17	100.00%
9-00-26.98 Water Facility Repl Int.	120.00	142.49	118.74%
<b>Total WATER DEPT INCOME</b>	<b>1,015,703.00</b>	<b>548,910.00</b>	<b>54.04%</b>
<b>Total Revenues</b>	<b>1,015,703.00</b>	<b>548,910.00</b>	<b>54.04%</b>
<b>9-50-62 WATER TREATMENT &amp; PUMPING</b>			
9-50-62.10 Regular Pay	29,778.00	43,039.63	144.53%
9-50-62.11 Overtime Pay	3,400.00	2,091.25	61.51%
9-50-62.14 Longevity	300.00	199.99	66.66%
9-50-62.16 Social Security	2,561.00	1,027.58	40.12%
9-50-62.18 Fuel	5,200.00	3,726.44	71.66%
9-50-62.21 Operating Supplies	12,000.00	19,257.60	160.48%
9-50-62.22 Repair Parts	7,200.00	1,804.20	25.06%
9-50-62.23 Small Tools & Equipment	1,800.00	23.74	1.32%
9-50-62.24 Water Meters	38,000.00	13,011.58	34.24%

Account	Budget	Actual	% of Budget
9-50-62.34 Communications	6,400.00	5,354.71	83.67%
9-50-62.68 Repair & Maintenance	35,000.00	51,737.41	147.82%
9-50-62.76 Utilities	170,000.00	105,082.27	61.81%
9-50-62.79 Other Expenses	18,000.00	12,824.58	71.25%
9-50-62.80 Arsenic Treatment	0.00	16,250.00	100.00%
<b>Total WATER TREATMENT &amp; PUMPING</b>	<b>329,639.00</b>	<b>275,430.98</b>	<b>83.56%</b>
<b>9-50-63 WATER DISTRIB TRUCKS</b>			
9-50-63.21 Truck & Equip Maint Suppl	4,500.00	308.68	6.86%
9-50-63.22 Truck & Equip Parts	4,000.00	1,859.50	46.49%
9-50-63.68 Truck & Equip Repairs	5,500.00	603.46	10.97%
<b>Total WATER DISTRIB TRUCKS</b>	<b>14,000.00</b>	<b>2,771.64</b>	<b>19.80%</b>
<b>9-50-64 WATER DISTRIBUTION</b>			
9-50-64.10 Regular Pay	41,711.00	5,123.15	12.28%
9-50-64.11 Water Distr-Overtime	1,300.00	2,468.01	189.85%
9-50-64.18 Fuel	3,500.00	1,066.39	30.47%
9-50-64.19 Repairs (Payroll)	12,000.00	5,040.80	42.01%
9-50-64.21 Operating Supplies	2,000.00	91.67	4.58%
9-50-64.23 Small Tools & Equipment	3,000.00	726.52	24.22%
9-50-64.25 Materials	15,000.00	2,543.67	16.96%
9-50-64.30 Derby Road Waterline	16,000.00	40,443.05	252.77%
9-50-64.34 Communications	2,100.00	710.01	33.81%
9-50-64.66 Truck & Equip Rental	500.00	100.00	20.00%
9-50-64.68 Repair & Maintenance	4,000.00	21.83	0.55%
9-50-64.79 Other Expenses	1,500.00	1,000.00	66.67%
9-50-64.80 Equipment	2,500.00	0.00	0.00%
9-50-64.83 Labor - Mapping Grant	0.00	53.44	100.00%
<b>Total WATER DISTRIBUTION</b>	<b>105,111.00</b>	<b>59,388.54</b>	<b>56.50%</b>
<b>9-50-65 WATER DEPT-ADMINISTRATION</b>			
9-50-65.10 Salaries	94,045.00	49,588.74	52.73%
9-50-65.11 Vacation	13,654.00	2,910.92	21.32%
9-50-65.12 Holiday	9,663.00	973.40	10.07%
9-50-65.20 Office Supplies	300.00	0.00	0.00%
9-50-65.21 Employee Work Attire	2,100.00	1,753.28	83.49%
9-50-65.34 Communications	200.00	79.23	39.62%
9-50-65.68 Repair & Maintenance	1,500.00	1,114.80	74.32%
9-50-65.79 Other Expenses	900.00	450.00	50.00%
9-50-65.80 Equipment (Computer)	300.00	0.00	0.00%
<b>Total WATER DEPT-ADMINISTRATION</b>	<b>122,662.00</b>	<b>56,870.37</b>	<b>46.36%</b>
<b>9-50-90 PERSONNEL EXPENSES</b>			
9-50-90.06 Unemployment Compensation	500.00	109.96	21.99%
9-50-90.07 Worker's Compensation	6,000.00	4,590.41	76.51%
9-50-90.08 Health Insurance	33,445.00	18,046.58	53.96%

Account	Budget	Actual	% of Budget
9-50-90.09 Social Security	12,269.00	5,743.43	46.81%
9-50-90.10 Municipal Retirement	27,000.00	8,852.52	32.79%
9-50-90.11 Employee Life Insurance	100.00	0.00	0.00%
9-50-90.12 HRA Expense	1,500.00	0.00	0.00%
9-50-90.13 Life/AD&D/Disability	1,400.00	536.60	38.33%
9-50-90.16 Health Ins Opt Out	0.00	900.00	100.00%
<b>Total PERSONNEL EXPENSES</b>	<b>82,214.00</b>	<b>38,779.50</b>	<b>47.17%</b>
<b>9-50-91 OTHER EXPENSES</b>			
9-50-91.15 Prop & Casualty Insurance	6,300.00	8,092.79	128.46%
9-50-91.60 Professional Expense	0.00	905.50	100.00%
9-50-91.65 Fold Utility Bills	0.00	38.00	100.00%
9-50-91.75 Public Officials Liabilit	100.00	116.60	116.60%
9-50-91.80 Employment Practices Ins.	250.00	261.56	104.62%
9-50-91.90 Waterline Mapping	3,500.00	0.00	0.00%
<b>Total OTHER EXPENSES</b>	<b>10,150.00</b>	<b>9,414.45</b>	<b>92.75%</b>
<b>9-50-92 ARSENIC PROJ RF3-129 66.4</b>			
<b>Total ARSENIC PROJ RF3-129 66.4</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>9-50-93 ARSENIC TREATMENT</b>			
<b>Total ARSENIC TREATMENT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>9-50-94 CAPITAL EXPENDITURES</b>			
9-50-94.50 Water Lines-Materials	8,000.00	0.00	0.00%
9-50-94.51 Water Lines-Labor	8,000.00	1,717.13	21.46%
9-50-94.60 Waterline Eng & Des	5,000.00	46,900.59	938.01%
9-50-94.63 Waterline Materials	8,000.00	0.00	0.00%
9-50-94.89 Eastside Water Tower Proj	0.00	54,652.50	100.00%
<b>Total CAPITAL EXPENDITURES</b>	<b>29,000.00</b>	<b>103,270.22</b>	<b>356.10%</b>
<b>9-50-95 DEBT SERVICE</b>			
9-50-95.50 Water Tower Sinking Fund	23,100.00	23,373.00	101.18%
9-50-95.60 Vactor Sinking fund	20,000.00	0.00	0.00%
9-50-95.89 WTF Replacement Fund	30,000.00	0.00	0.00%
9-50-95.91 1984 Water Bond Prin #775	36,936.00	20,925.00	56.65%
9-50-95.92 1984 Wate Bond Int #7750-	3,428.00	0.00	0.00%
9-50-95.95 RF3-095 Admin Fee	2,392.00	0.00	0.00%
9-50-95.96 RF3-095 Water Well Prin	38,697.00	0.00	0.00%
9-50-95.97 RF3-095 Water Well Int	1,196.00	0.00	0.00%
9-50-95.98 RF3-129 Arsenic Water Pri	128,128.00	0.00	0.00%
9-50-95.99 RF3-129 Int & Admin Fee	39,050.00	0.00	0.00%
<b>Total DEBT SERVICE</b>	<b>322,927.00</b>	<b>44,298.00</b>	<b>13.72%</b>

City of Newport General Ledger  
Current Yr Pd: 9 - Budget Status Report  
WATER FUND

Account	Budget	Actual	Actual % of Budget
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<b>9-50-97 WATER SYSTEM</b>			
<b>Total WATER SYSTEM</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>1,015,703.00</b>	<b>590,223.70</b>	<b>58.11%</b>
<b>Total WATER FUND</b>	<b>0.00</b>	<b>-41,313.70</b>	
<b>Total All Funds</b>	<b>-170,518.00</b>	<b>203,543.36</b>	