



Regular Council Meeting
Monday, November 17 · 6:00 – 8:00pm
Google Meet joining info
Video call link: <https://meet.google.com/efw-beiu-uhp>
Or dial: (US) +1 904-580-9278 PIN: 622 472 014#

Mayor Rick Ufford-Chase, President Kevin Charboneau, Council Members, Carter Finegan, John Monette and Andrew Touchette

1. Call the Meeting to Order
2. Additions/Deletions
3. Consent Agenda
 - a. Approval of Minutes:
 - b. AP Warrants: 11/7/2025, 11/10/2025
 - c. PR Warrants: 11/10/2025
 - d. Liquor Licenses, Vendor Permits, Special Events
 - i. Annual request from VAST for snowmobile access to named city properties
4. Proposed Personnel Policy Actions from the Mayor (anticipated vote)
5. Executive Session as per 1 V.S.A. § 313(a)(2) for the purpose of considering a bid for estimating public infrastructure costs associated with 8 potential redevelopment parcels in downtown Newport
6. Report from Charlie Pronto on the EMS contract
7. Budget presentation (Fire Dept, Recreation Dept)
8. Discussion regarding process for city manager search
9. First look at the Charter
10. Opening negotiations regarding PD and PW union contracts for the coming year
11. Task Force Reports
 - a. Water and Sewer

- b. Financial Reporting and Fiscal Practices
 - i. Balanced Budget Policy
 - ii. Appropriations Policy
 - c. Housing Insecurity, Public Encampments, Community Safety
 - d. Fire Department Strategic Planning
12. Public Comment
 13. New Business
 14. Old Business
 15. Set the Next meeting of the Council - Regular Meeting December 1, 2025 at 6 pm
 16. Adjournment

EMAILED

11/10/25 to
KAOB

11/07/25
11:04 am

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 11/07/25 To 11/07/25

Page 1 of 1
jjohnson

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
CASELLA	CASELLA WASTE MGT INC	3196115	waste	60.60	0.00		--/--/--
CASELLA	CASELLA WASTE MGT INC	3196112	waste	60.61	0.00		--/--/--
CASELLA	CASELLA WASTE MGT INC	3196190	waste	121.21	0.00		--/--/--
CASELLA	CASELLA WASTE MGT INC	3196113	waste	169.70	0.00		--/--/--
CASELLA	CASELLA WASTE MGT INC	3196118	waste	181.82	0.00		--/--/--
CASELLA	CASELLA WASTE MGT INC	3198266	waste	1448.30	0.00		--/--/--
CASELLA	CASELLA WASTE MGT INC	3199121	waste	5309.67	0.00		--/--/--
CASELLA	CASELLA WASTE MGT INC	3202492	waste	6475.76	0.00		--/--/--
CASELLA	CASELLA WASTE MGT INC	3204036	waste	2327.13	0.00		--/--/--
CASELLA	CASELLA WASTE MGT INC	3196117	waste	60.61	0.00		--/--/--
COMCAST	COMCAST	110825 PW	internet	271.30	0.00		--/--/--
COMPASS M	COMPASS MINERALS AMERICA	1557713	salt	3005.29	0.00		--/--/--
COMPASS M	COMPASS MINERALS AMERICA	1556955	salt	3027.14	0.00		--/--/--
COMPASS M	COMPASS MINERALS AMERICA	1556501	salt	5997.45	0.00		--/--/--
COMPASS M	COMPASS MINERALS AMERICA	1555970	salt	5997.46	0.00		--/--/--
COMPASS M	COMPASS MINERALS AMERICA	1555359	salt	2965.94	0.00		--/--/--
ENDYNE	ENDYNE INC	553753	tc bw	100.00	0.00		--/--/--
ENDYNE	ENDYNE INC	553613	phosphorus	75.00	0.00		--/--/--
FPH TANK	FPH TANK INSTALLATION & SERVIC	10950	hydro test	380.20	0.00		--/--/--
GATES	GATE'S ELECTRIC INC	6426	pump station	150.00	0.00		--/--/--
HOLLAND	HOLLAND COMPANY, INC.	PI-36263	sodium bisulfite	1057.80	0.00		--/--/--
HOLLAND	HOLLAND COMPANY, INC.	PI-36264	alum sulfate	4945.20	0.00		--/--/--
KIMBALL	KIMBALL MIDWEST	103867282	supplies	106.26	0.00		--/--/--
KIMBALL	KIMBALL MIDWEST	103863376	towel/first aid	218.30	0.00		--/--/--
MES	MUNICIPAL EMERGENCY SERVICES I	IN2361533	parts	438.96	0.00		--/--/--
NELSONVET	NELSON VETERINARY ASSOCIATES,	474925	examination	86.00	0.00		--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-582896	mulcher	110.00	0.00		--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-582986	gloves	23.99	0.00		--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-582990	saw	529.00	0.00		--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-582918	valve	18.50	0.00		--/--/--
NWPT RENT	NEWPORT RENTAL CENTER INC	1-583037	compactor	110.00	0.00		--/--/--
PASSEBK PD	PASSUMPSIC SAVINGS BANK	102825	loan	1537.03	0.00		--/--/--
PASSEBK PD	PASSUMPSIC SAVINGS BANK	102025	loan	8010.74	0.00		--/--/--
PASSEBK PD	PASSUMPSIC SAVINGS BANK	102025-1	loan	1464.92	0.00		--/--/--
PASSEBK PD	PASSUMPSIC SAVINGS BANK	102025-2	loan	1615.39	0.00		--/--/--
PASSEBK PD	PASSUMPSIC SAVINGS BANK	102025-3	loan	3783.01	0.00		--/--/--
PECKHAM	PECKHAM MATERIALS CORP	1209158	blacktop	585.20	0.00		--/--/--
SOUTHBAY	SOUTH BAY SUPPLY	790849	parts	52.97	0.00		--/--/--
SOUTHBAY	SOUTH BAY SUPPLY	791050	parts	16.99	0.00		--/--/--
SOUTHBAY	SOUTH BAY SUPPLY	791710	parts	13.29	0.00		--/--/--
SOUTHBAY	SOUTH BAY SUPPLY	791708	parts	47.45	0.00		--/--/--
MEMPRESS	THE MEMPHREMACOG PRESS INC.	64164	signs	100.00	0.00		--/--/--
RADIONRTH	THE RADIO NORTH GROUP INC	24147471	service	74.00	0.00		--/--/--
VITAL DEL	VITAL DELIVERY SOLUTIONS	197678	delivdery	31.13	0.00		--/--/--
VITAL DEL	VITAL DELIVERY SOLUTIONS	185713	delivery	30.90	0.00		--/--/--
VITAL DEL	VITAL DELIVERY SOLUTIONS	194986	delivery	31.13	0.00		--/--/--

11/07/2025
11:04 am

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (GENERAL FUND) From 11/07/25 To 11/07/25

BY: *11/10/25 to
Lari*

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			63,223.35	0.00	0.00		

CITY COUNCIL

R. Russell Mayor

To the Treasurer of City of Newport, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****63,223.35
Let this be your order for the payments of these amounts.

11/10/2025
08:16 am

City of Newport Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01(GENERAL FUND) From 11/10/2025 To 11/10/2025

Page 1 of 1
jjohnson

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AAA POLIC	AAA POLICE SUPPLY	67340 watch cap	58.99	0.00			--/--/--
CLEAN WAT	CLEAN WATERS INC.	14693 charge pack	4957.35	0.00			--/--/--
ENDYNE	ENDYNE INC	554159 phosphorus	75.00	0.00			--/--/--
HORIZONS	HORIZONS ENGINEERING, INC	38959 engineering	338.25	0.00			--/--/--
JP SICARD	J.P. SICARD, INC.	110525 water improv	26371.76	0.00			--/--/--
MR CLEAN	MR. CLEAN	1296 boat wash	200.00	0.00			--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-227124 parts	177.58	0.00			--/--/--
OREILLY	O'REILLY AUTO PARTS	5691-227028 parts	20.51	0.00			--/--/--
RAYS	RAY'S AUTO SERVICE	2776 mt & balance	85.28	0.00			--/--/--
RAYS	RAY'S AUTO SERVICE	2777 Mt & balance	85.28	0.00			--/--/--
RAYS	RAY'S AUTO SERVICE	2778 MT & Balance	155.48	0.00			--/--/--
RAYS	RAY'S AUTO SERVICE	2781 MT & Balance	155.48	0.00			--/--/--
RAYS	RAY'S AUTO SERVICE	2783 Stem and Weights	91.95	0.00			--/--/--
RAYS	RAY'S AUTO SERVICE	2786 Tire Disposal	91.00	0.00			--/--/--
RAYS	RAY'S AUTO SERVICE	2785 Stem and Weights	122.19	0.00			--/--/--
RAYS	RAY'S AUTO SERVICE	2794 Inspection	65.00	0.00			--/--/--
RAYS TOW	RAY'S TOWING AND RECOVERY	25-15442 jump start	117.50	0.00			--/--/--
RAYS TOW	RAY'S TOWING AND RECOVERY	25-14885 towing	300.00	0.00			--/--/--
SOUTHBAY	SOUTH BAY SUPPLY	790957 tar remover	6.29	0.00			--/--/--
TISALES	TI-SALES INC	0190564 joint assy	622.75	0.00			--/--/--
TISALES	TI-SALES INC	0191565 adapter	971.49	0.00			--/--/--
TISALES	TI-SALES INC	INV0190556 parts	45486.50	0.00			--/--/--
USABLUE	USA BLUEBOOK	INV00861153 guage	260.54	0.00			--/--/--
VTSRINGS	VERMONT SPRINGS LLC	099740 water	24.24	0.00			--/--/--
Report Total			80,840.41	0.00	0.00		

CITY COUNCIL

[Handwritten Signature] Mayor

To the Treasurer of City of Newport, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****80,840.41
Let this be your order for the payments of these amounts.

11/10/25
02:50 pm

City of Newport Payroll
Check Warrant Report #
Check date 11/13/25 to 11/13/25

Page 1 of 2
rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
BENND0	BENNETT, DONNA J.	23219	11/13/25	471.35	0.00
BERNTH	BERNIER, THOMAS L.	E2090158	11/13/25	0.00	2371.60
BINGTR	BINGHAM, TRAVIS R.	E2090135	11/13/25	0.00	2397.12
BORSSA	BORSARI, SAMUEL J.	23213	11/13/25	2141.74	0.00
BOUCBE	BOUCHER, BENJAMIN G.	E2090159	11/13/25	0.00	1522.27
BRASAR	BRASSARD, ARNOLD J.	E2090179	11/13/25	0.00	375.45
BROWMI	BROWN, MICHAEL E.	E2090172	11/13/25	0.00	335.84
BROWMI	BROWN, MICHAEL E.	E2090171	11/13/25	0.00	1793.30
Total of 2 items for BROWMI				0.00	2129.14
BRYASC	BRYANT, SCOTT A.	E2090148	11/13/25	0.00	1355.38
BURDRO	BURDICK, ROBERT A., JR	E2090160	11/13/25	0.00	1410.79
CAMBTU	CAMBER, TUCKER J.	E2090161	11/13/25	0.00	1487.84
CARRER	CARRIER, ERIC A.	E2090168	11/13/25	0.00	2159.19
CHENFR	CHENEY, FRANCIS E., III	E2090134	11/13/25	0.00	2268.62
CHURRO	CHURCHILL, ROBYN D. H.	E2090131	11/13/25	0.00	1429.68
CLONVA	CLONEY, VAUGHN M., III	E2090176	11/13/25	0.00	25.87
COLLDA	COLLINS, DANIEL F.	23215	11/13/25	1705.03	0.00
DILLTR	DILLON, TRAVIS J.	E2090162	11/13/25	0.00	1791.30
FINNPA	FINN, PATRICK W.	E2090173	11/13/25	0.00	1487.30
FLYNKU	FLYNN, KURK O.	E2090149	11/13/25	0.00	1762.80
GAGELA	GAGE, LARRY L., JR	E2090163	11/13/25	0.00	1619.90
GONYAN	GONYAW, ANDREW T.	E2090136	11/13/25	0.00	2456.59
GOSSRO	GOSELIN, ROBERT J.	E2090177	11/13/25	0.00	1350.88
GOSSROG	GOSELIN, ROGER M.	E2090154	11/13/25	0.00	155.14
GRENLE	GRENIER, LEO C., III	23216	11/13/25	1859.85	0.00
GUYEDA	GUYER, DAVIS M.	E2090137	11/13/25	0.00	1839.32
HARTER	HARTMAN, ERIC P.	E2090164	11/13/25	0.00	1256.18
HERMJA	HERMAN, JASON M.	E2090169	11/13/25	0.00	1796.29
HORNDU	HORNE, DUSTIN J.	E2090153	11/13/25	0.00	1006.91
JACOTA	JACOBS, TANNER D.	E2090138	11/13/25	0.00	1712.93
JOHNJA	JOHNSON, JAMES D.	E2090132	11/13/25	0.00	1852.96
KEITNI	KEITHAN, NICHOLAS N.	E2090139	11/13/25	0.00	1739.91
LACOKE	LACOSS, KEVIN W.	E2090156	11/13/25	0.00	532.78
LANCRJ	LANCASTER, ROYCE J., JR	E2090165	11/13/25	0.00	1456.20
LANCRO	LANCASTER, ROYCE E., SR	E2090140	11/13/25	0.00	2485.50
LECLJ	LECLAIR, JAMES A., JR	E2090141	11/13/25	0.00	1773.20
LEINEM	LEINOFF, EMILY R. L.	E2090150	11/13/25	0.00	1653.53
LILLJO	LILLIS, JOSHUA S.	E2090142	11/13/25	0.00	2105.75
MARCCO	MARCOUX, COREY J.	E2090166	11/13/25	0.00	817.71
MARSJA	MARSH, JARED A.	E2090170	11/13/25	0.00	2040.98
MCKEDO	MCKENNY, DOUGLAS G., JR	23217	11/13/25	1582.70	0.00
MILLER	MILLER, ERIC R.	E2090151	11/13/25	0.00	1868.19
MORIJO	MORIN, JONATHAN L.	E2090143	11/13/25	0.00	2440.12
MOULCH	MOULTON, CHARLES D.	E2090144	11/13/25	0.00	1919.62
PATEAN	PATENAUDE, ANDREW M.	E2090167	11/13/25	0.00	1760.49
PERRA	PERRY, RALPH L.	23218	11/13/25	435.75	0.00
PHILEM	PHILLABAUM, EMILY G.	23214	11/13/25	1069.93	0.00
RIVENI	RIVERS, NICHOLAS R.	E2090145	11/13/25	0.00	2596.71

11/10/25
02:50 pm

City of Newport Payroll
Check Warrant Report #
Check date 11/13/25 to 11/13/25

Page 2 of 2
rchurchill

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
RONDJO	RONDEAU QUARMBY, JOSEE	E2090175	11/13/25	0.00	793.06
ROWEJO	ROWE, JONATHAN M.	23221	11/13/25	355.02	0.00
SCHUKA	SCHULZE, KARI G.	E2090130	11/13/25	0.00	1492.19
SMITCO	SMITH, CODY M.	E2090146	11/13/25	0.00	1836.85
STAPMA	STAPLES, MARY E.	E2090174	11/13/25	0.00	277.05
STERRY	STERLING, RYAN J.	23220	11/13/25	181.15	0.00
STORRI	STORY, RICHARD P.	E2090178	11/13/25	0.00	258.58
SYKECO	SYKES, COLIN S.	E2090147	11/13/25	0.00	2003.38
THERST	THERRIEN, STACEY L.	E2090133	11/13/25	0.00	1118.37
WALTKR	WALTERS, KRISTEN L.	E2090155	11/13/25	0.00	232.73
WELLMO	WELLS, MONICA R.	E2090152	11/13/25	0.00	1546.67
YOUNJE	YOUNG, JEFFREY R.	E2090157	11/13/25	0.00	1695.31
				9802.52	75466.33
				=====	=====

To the Treasurer of City of Newport Vermont:
We hereby certify that there is due to the several persons whose
names are listed hereon the sum against each name and that
there are good and sufficient vouchers supporting the payments
aggregating \$ **85,268.85
Let this be your order for the payments of these amounts.

City Council:



Landowner Permission Form

For the Vermont Association of Snow Travelers, Inc.
26 Vast Lane • Barre, VT 05641 • 802.229.0005 • Fax 802.223.4316

Permission is hereby granted to the Vermont Association of Snow Travelers, Incorporated (VAST), to Orleans Name of County
County Snowmobile Club, Incorporated, and to the North Country Mountaineer's
Name of Local Snowmobile Club to
establish, maintain, and groom a snowmobile trail or trails upon property located at Landing St, Broadview, Railroad Bridge
Physical Street Address of Property with a town/city SPAN # of Cross Watertown rd by Tavern
SPAN #
Vermont belonging to City Of Newport
Property Owner's Name

The snowmobile trail(s) shall be established and maintained in an area acceptable to the landowner. No construction or major maintenance shall occur without the landowner's permission. Permission is further granted to VAST, to the fourteen Vermont county snowmobile clubs, to all affiliated local snowmobile clubs, and to their respective members to use the trail(s).

Permission extends for a period starting Dec 15th 2025 Date to April 15th 2025 Date

Permission is subject to the additional terms and conditions listed below, if none, enter "NONE".

Permission to use Broadview Ave , Landing St , RailRoad Bridge & to Cross the Road going to the Watertown next to the Tavern with the following Conditions. Streets must have a posted 10 MPH Speed limit for Snowmobiles. A curfew of 10:PM to 8:AM on Landing St.

Vermont law limits the liability of landowners for personal injury and property damage sustained by a person operating a snowmobile, or riding as a passenger, to claims for damages or injuries intentionally inflicted by the landowner, unless the landowner charges the owner or operator of the snowmobile a fee for the use of the property. VAST agrees to maintain liability insurance with a policy limit of at least \$1,000,000 covering the landowner for any VAST trail related claims as an additional insured. VAST further agrees to defend, or reimburse the landowner for the reasonable costs of defense, in the event that a claim is made or a suit is brought as a result of a snowmobile accident on the landowner's property while using the VAST trails, unless the landowner charges a fee to the snowmobile operator or owner for the use of their property. An "Explanation of Landowner Rights and Protections" is printed on the reverse side of this document. **Neither this permission nor any use of the trail(s) established pursuant to this permission shall, under any circumstances, entitle VAST, any county snowmobile club, any local snowmobile club, or any member of any one or more such clubs, to claim any dedication, right of adverse possession, prescriptive easement, or any similar right with respect to any portion of the landowner's property.**

Dated this 10th Day day of November Month, 20 2025 Year

Vermont Association of Snow Travelers, Inc.

By: Steve Dalpe

(Please Print Name)

Its duly authorized agent for the limited purpose of negotiating and entering into landowner permission agreements.

Club Contact Phone Number 802-323-4232

Club Email steve.dalpe@gmail.com

Signature of landowner or landowner's duly authorized agent.

City Of Newport
(Please Print Name)

Mailing Address:
222 Maine Street
Newport, VT 05855

Phone Number

Email

Explanation Of Landowner Rights and Protections

1. Landowner liability limited. The liability of landowners for personal injury or property damage sustained by snowmobile operators and their passengers is limited by statute. Specifically, 23 V.S.A. §3206 (d) provides as follows:

Landowner liability limited. No public or private landowner or their agents shall be liable for any property damage or personal injury sustained by any person operating or riding as a passenger on a snowmobile, or upon a vehicle or other device drawn by a snowmobile upon the public or private landowner's property, whether or not the public or private landowner has given permission to use the land, unless the public or private landowner charges a cash fee to the operator or owner of the snowmobile for the use of the property, or unless said damage or injury is intentionally inflicted by the landowner.

2. VAST will defend Landowner. In consideration for Landowner's granting VAST permission to locate and maintain one or more snowmobile trails and/or associated facilities upon Landowner's property and to permit snowmobiling thereupon, VAST agrees that if a claim is made or a legal action is brought against the Landowner for personal injury or property damage (or both) arising out of a snowmobiling accident occurring while using the VAST trail(s) located on Landowner's property, VAST will defend Landowner against the claim or legal action unless the claim arises in primary part from damages or injuries intentionally inflicted by Landowner. This obligation to defend and indemnify is null and void if the Landowner charges a fee to snowmobilers for the use of any portion of their property.

3. Trails liability insurance. VAST, the county snowmobile clubs, and all local snowmobile clubs affiliated with a county snowmobile club and VAST, are insured under a policy of insurance with a policy limit of at least One Million Dollars (\$1,000,000) covering, among other things, trail construction and maintenance and grooming operations. A copy of the policy is available upon request from VAST, whose address and telephone number are provided on the reverse side of this document.

4. Permitting. VAST will obtain all necessary permits for the construction and maintenance of the trail. VAST will indemnify and hold the Landowner harmless from any enforcement action that alleges that a required permit was not timely obtained. VAST will provide the Landowner with a copy of all permits obtained for work on their land.

Memo: 11/14/25

To: Council

Re: Proposed Changes to Personnel Policy

From: The Mayor

Council Members,

Kevin, Kari and I met with John Klesch from SP and F for over an hour on Friday the 7th. We reviewed all of the proposed language for modifying the personnel policy, and we are confident that the language we are putting in front of you is appropriate.

We have adjusted the following sections of the document:

1. We clarified the current practice for recognized paid holidays.
2. We removed the provision requiring an employee to work six months before taking vacation pay, based on the rationale that the employee can only use accrued time on the formula already included in the policy.
3. We made significant changes to Section 28 to reflect that non-exempt employees shall be paid time-and-a-half for hours worked during a calendar day beyond their regularly scheduled shift.
4. We made significant changes to Section 32 to insert a grievance procedure directly within the Personnel Policy.

I recommend that we approve the entire policy with the exception of Addendum C that appears to have been lost in the last iteration of the policy. I didn't realize until late in the process that there were questions about that addendum, and I think it would be wise to look at it carefully and approve it in two weeks if it seems necessary.

If the Council approves, this will become the new policy as of the date of approval. I am hopeful that the Council will feel comfortable approving the document on November 17th, but if you need more time, I would expect us to take it up for final approval on December 1st.

Rick



Newport City Personnel Policy

Adopted: _____

TABLE OF CONTENTS

Section 1: TITLE AND AUTHORITY	4
Section 2: PERSONS COVERED	4
Section 3: PROBATIONARY PERIOD	5
Section 4: CONFLICT OF INTEREST POLICY	5
Section 5: GRATUITIES AND GIFTS	6
Section 6: HOURS OF SERVICE	6
Section 7: OUTSIDE EMPLOYMENT AND OTHER ACTIVITIES	6
Section 8: POLITICAL ACTIVITY	7
Section 9: NEPOTISM	7
Section 10: ALCOHOL AND DRUG USE	8
Section 11: TOBACCO USE	9
Section 12: PERFORMANCE EVALUATIONS	9
Section 13: PERSONNEL RECORDS	9
Section 14: USE OF CITY EQUIPMENT	9
Section 15A: USE OF CITY COMPUTER SYSTEM	10
Section 15B: PROFESSIONAL USE OF SOCIAL MEDIA	11
Section 16: PUBLIC RECORDS	12
Section 17: ELIGIBILITY FOR BENEFITS	12
Section 18: HOLIDAY LEAVE	12
Section 19: VACATION LEAVE	13
Section 20: EARNED SICK LEAVE	14

Section 21: BEREAVEMENT LEAVE	16
Section 22: PARENTAL AND FAMILY LEAVE	17
Section 23: SHORT TERM FAMILY LEAVE	17
Section 24: CRIME VICTIM LEAVE	18
Section 25: LEAVE OF ABSENCE WITHOUT PAY	18
Section 26: MILITARY LEAVE	19
Section 27: CIVIL LEAVE AND JURY LEAVE	19
Section 28: OVERTIME AND COMPENSATORY TIME OFF	19
Section 29: EQUAL EMPLOYMENT & ANTIDISCRIMINATION POLICY	20
Section 30: SEXUAL HARASSMENT POLICY	22
Section 31: EMPLOYEE CONDUCT	24
Section 32: SEPARATION FROM EMPLOYMENT	26
Section 33: SEVERABILITY	26
ADDENDUM A	27
ADDENDUM B	29
ADDENDUM C	31

**PERSONNEL POLICY
CITY OF NEWPORT,
VERMONT**

Section 1: TITLE AND AUTHORITY

This policy shall be known as the City of Newport Personnel Policy [hereafter “Policy”]. It has been adopted by the City of Newport City Council pursuant to 24 V.S.A. §§ 1121 and 1122. This Policy supersedes and replaces all prior manuals, policies, benefits, and practices of the City of Newport [hereafter “the City”] regarding employment and personnel matters.

Unless otherwise provided by statute or written contract, employment with the City of Newport is *at-will* and not for any definite period or succession of periods of time. The City or the employee may terminate employment at any time, for any lawful reason or no reason, with or without notice or cause. This Policy is not, and should not, be construed as an express or implied contract, and it does not modify any existing at-will status of any City employee. The City Council reserves the right to revise, modify, delete, or add to any and all policies, rules, or benefits described in this Policy for any reason and at any time, with or without notice.

This Policy will be administered by the City Manager or their authorized representative. The City Manager is responsible for ensuring the provisions of the Policy are complied with and shall report to the City Council as directed on matters related to personnel.

Section 2: PERSONS COVERED

This Policy applies to all persons employed by the City, except as otherwise stated herein. The City Clerk and Treasurer may adopt this Policy as applicable to their hires and appointees, in which case all such hires and appointees shall be treated for all purposes as employees of the City, fully subject to the Policy and all other City employment rules and benefits. Elected Officials may adopt this Policy for themselves and their statutory assistants, and be subject to its provisions, by signing the Agreement in Addendum B.

For the purposes of this Policy, a full-time employee is an employee who works at least 32 hours per week on a regular and continuing basis. A part-time employee is an employee who works fewer than 32 hours per week on a regular and continuing basis. Where a conflict exists between this Policy and an individual employment contract, the latter will control. This Policy applies to employees subject to a collective bargaining agreement only as to matters which are not mandatory subjects of bargaining.

Section 3: PROBATIONARY PERIOD

All new employees are required to complete a six-month probationary period. The purpose of this probationary period is to determine whether the employee is suited for the job. During the probationary period, an employee may be terminated at any time at the sole discretion of the City Manager. Notwithstanding any other provision of this Policy, an employee terminated during the probationary period shall have no right to appeal such termination. The probationary period may be extended for an additional six (6) months at the discretion of the Department Head and the written approval of the City Manager.

Section 4: CONFLICT OF INTEREST POLICY

All employees shall carry out their job responsibilities in a way that ensures that neither the individual employee nor any other employee of the City gains a personal or financial advantage from their work for the City and so that the public trust will be preserved. All decisions made by City employees shall be made in the best interest of the community at large rather than the interests of any particular individual or employee.

Employees shall not participate in any official action if the employee has a conflict of interest in the matter under consideration. A "conflict of interest" means a direct or indirect personal or financial interest of the employee, their spouse, domestic partner, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother- or sister-in-law, business associate, employer, or employee, in the outcome of a cause, proceeding, application or any other matter pending before the employee or before the City.

Employees shall not personally, or through any member of their household, business associate, employer, or employee, represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application or other matter pending before the City.

Employee shall not use resources not available to the general public, including but not limited to City staff time, equipment, supplies, or facilities for private gain or personal purposes.

Employees may accept a nominal gift or gratuity in connection with an action associated with their official duties on behalf of the City with an estimated monetary value not exceeding \$20 once per calendar year, with the understanding that employees may not directly or indirectly ask, demand, exact, solicit, accept or receive any gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the

City or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the City. Nor shall any employee authorized to procure or to recommend procurement of materials, supplies or services corruptly, directly or indirectly, ask, demand, exact, solicit, seek, accept, receive or agree to receive for the employee or another person, any benefit or benefits from the person providing or soliciting the provision of such materials, supplies or services with the exception of items of a de minimis nature valued \$20 or less (such as vendor booth “freebies”).

Section 5: GRATUITIES AND GIFTS

Employees may not directly or indirectly ask, demand, exact, solicit, accept, or receive a gift, gratuity, act, or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the City, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the City. Nominal gifts such as small gifts of food may be accepted. Other small non-monetary gifts may be accepted provided that they are reported to and approved by the employee’s supervisor.

Section 6: HOURS OF SERVICE

Regular work hours for persons employed at the Municipal Building or other municipal offices shall be 8:00 a.m. to 4:30 p.m., Monday through Friday, with 30 minutes unpaid time allowed for lunch. Variations in work hours and schedule may occur as the nature of the job requires.

Regular work hours may be changed by a supervisor, and employees may be expected to work additional hours that exceed forty hours in a given work week, as circumstances require. All City employees are required to be available for work in the event of an emergency, weather-related or otherwise. Employees regularly scheduled to work less than forty (40) hours per week shall be subject to schedules designated by the employee’s supervisor.

All employees are expected to be in attendance during regular work hours. Employees who anticipate an absence from work not previously approved are expected to notify their supervisor in advance whenever possible. Employees who call in sick are expected to notify their supervisor as soon as possible, but no later than 7:00 a.m.

Section 7: OUTSIDE EMPLOYMENT AND OTHER ACTIVITIES

The primary occupation of all full-time employees shall be with the City. Employees may not engage in any outside business activities, including serving on boards, or engaging in any activities that constitute a conflict of interest. Employees are

prohibited from undertaking outside employment, or engaging in other activities, including serving on boards that interferes with their work schedules, performance or constitutes a conflict of interest.

Prior to accepting any outside employment, or serving on a board or engaging in any activity that could constitute a conflict of interest, employees shall notify the City Manager in writing.

Section 8: POLITICAL ACTIVITY

No employee may use their official authority for the purpose of interfering with or affecting the nomination or election of any candidate for public office, or demand or solicit from any individual direct or indirect participation in any political party, political organization, or support of any political candidate. Employees are prohibited from using City facilities, equipment, or resources for political purposes, and from pursuing political activities while working.

This Policy is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their views on political matters, so long as these views are clearly articulated as being those of the individual, and not of the City, and these activities do not interfere with the employee's ability to effectively perform their duties, nor take place or are expressed during working hours. Nor is this Policy to be construed as prohibiting, restraining, or in any manner limiting an individual's right to vote with complete freedom in any election.

Section 9: NEPOTISM

The City – in recognition of the potential for a conflict of interest to occur in the workplace where close relatives' job responsibilities overlap, or where a close relative is responsible for supervising or evaluating the work performance of another close relative – prohibits the hiring or transferring of relatives, when doing so will result in a close relative working directly with a close relative on work related matters, or a close relative supervising or evaluating another close relative, or a close relative supervising or evaluating the immediate supervisor of another close relative.

A close relative includes a spouse, domestic partner, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law, and sibling-in-law.

Section 10: ALCOHOL AND DRUG USE

The City maintains a drug-free workplace and workforce. The use of alcohol or illegal drugs and the abuse of prescription drugs are not tolerated in the workplace or at work-related events.

As a City employee, you are prohibited from working, or presenting yourself for work, while under the influence, or severe aftereffects, of illegal drugs, controlled substances, and/or alcohol. This Policy is designed to promote our goal of providing a safe, healthy, and productive work environment. This Policy covers all employees, including drivers and other employees who also are subject to drug testing programs performed in accordance with Federal Department of Transportation (DOT) requirements.

This Policy prohibits the manufacture, distribution, transfer, display, transportation, sale, dispensation, possession, consumption, or use of illegal drugs, controlled substances, and/or alcohol by City employees at the workplace and/or during working hours. Prohibited behavior includes manufacturing, distributing, transferring, displaying, transporting, selling, dispensing, possessing, consuming, using, or being under the influence of illegal drugs, controlled substances, and/or alcohol during work hours, on work premises, while engaged in work activities away from work premises, or during work-related events.

For the purposes of this Policy, the term “illegal drug” includes both: (a) all state and/or federally controlled substances, including look-alike and designer drugs, and drug paraphernalia, and (b) prescription medications that have not been prescribed for current use by an authorized medical practitioner or that are being used contrary to the prescribing medical practitioner’s instructions. Controlled substances include but are not limited to the following substances: marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), barbiturates, benzodiazepine, methadone, methaqualone, and propoxyphene.

The improper use of prescribed drugs is also prohibited. An employee who is taking prescribed drugs as prescribed and whose ability to safely perform their job responsibilities is affected by the prescribed drug may be relieved of their duties at the discretion of their Department Head until cleared by a licensed health care provider to return to work.

Violations of this Policy may subject employees to disciplinary action up to, and including, termination of employment and referral for prosecution.

Section 11: TOBACCO USE

State law prohibits the use of lighted tobacco products in any workplace and in “the common areas of all enclosed indoor places of public access and publicly owned buildings and offices.” 18 V.S.A. § 1742.

In recognition of the hazards that tobacco poses to the health of employees, and in accordance with 18 V.S.A. §§ 1421 et seq. and §§ 1741 et seq., the City prohibits employees’ use of tobacco in any form, including electronic cigarettes, in all public buildings, offices, enclosed areas, designated smoke-free areas of City property, and in all City vehicles and equipment. Employees are permitted to use tobacco products fifteen (15) feet away from City property and are expected to remove cigarette butts from the area.

Section 12: PERFORMANCE EVALUATIONS

All employees, including Department Heads, are subject to job performance evaluations at such times and in such a manner as the City Manager deems reasonable. The results of such evaluations will be submitted to the employee, the employee’s supervisor, and the City Manager, and will become a part of the employee’s personnel file. The City Manager is subject to performance evaluation on the direction of the City Council.

Section 13: PERSONNEL RECORDS

Personnel records will be maintained for each employee of the City. In accordance with Vermont’s Public Records Act, any employee or the employee’s designated representative may inspect or copy their personnel file at a mutually agreeable time during regular office hours. The City reserves the right to have its representative present at the time its files are examined or copied.

Section 14: USE OF CITY EQUIPMENT

Except as provided in Section 15, the use of City equipment or property for personal use is strictly prohibited. Employees have no expectation of privacy regarding anything stored in or on City-owned property or City-owned equipment, including but not limited to desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas are subject to search by the City at any time to retrieve work-related materials or to investigate violations of workplace rules.

Section 15A: USE OF CITY COMPUTER SYSTEM

For purposes of this Policy, "computer system" means all computers and devices and any related hardware, equipment, components, or software, including, but not limited to, host computers, file servers, workstation terminals, laptops, tablets, smartphones, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board systems, backup systems, and the internal and external e-mail systems accessed via the City's computer equipment.

The City provides electronic communications systems for use in carrying out its business. All communication and information transmitted by, received from, or stored in these systems are the property of the City and, as such, are intended to be used for job-related purposes only. Data and information on the system belongs to the City and will not be deemed personal. City employees should avoid conducting City business using their personal computer, device, or accounts.

Occasional, brief, and appropriate personal use of the City computer system is permitted, provided it is consistent with this Policy and does not interfere with an employee's performance of their duties and responsibilities.

Employees have no expectation of privacy or confidentiality regarding anything created, sent, or received on the City computer system, whether they have been assigned a confidential password, or not. The City reserves the right to monitor at any time its computer system and data with or without notice. All files, documents, data, and other electronic messages created, received, or stored in the course of official City business on the City computer system are open to review and regulation by the City and may be subject to the provisions of Vermont's Public Records Act, and may be covered by the record retention requirements of the State of Vermont's General Records Schedules or Disposition Orders. Accordingly, employees shall not discard or delete any files, documents, data, and other electronic messages created, received, or stored in the course of official City business, except as in accordance with law. Questions regarding the requirements of the Vermont Public Records Law, General Records Schedules, or Disposition Orders as they apply to particular files, documents, or data should be directed to the employee's supervisor or City Manager.

Only legally licensed software will be installed on the City's computers. Employees are prohibited from introducing software from any outside source on the City's computer system without explicit prior authorization from their supervisor. Employees may be held responsible for any damage caused by using unauthorized software or viruses they introduce into the City computer system. Software (including applications, demos, upgrades) cannot be copied or installed without the permission

of the City Manager or their designee. Virus protection software shall not be removed or disabled. Employees must follow City guidelines for virus scanning of all incoming communications and media, including, but not limited to, all data disks and files entering or leaving the City. Employees should log off of the network at the end of their workday.

Transmission of electronic messages on the City computer system shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. The following are examples of uses of the City computer system which are prohibited:

- Communications that disrupt the workplace, are discriminatory, harassing, or threatening;
- Communications of sexually explicit images or messages;
- Transmission of non-work-related communications, including chain letters or solicitations for personal gain, commercial or investment ventures, religious or political materials, or other non-work-related materials or solicitations;
- Accessing Internet resources for personal use, including web sites and news groups that disrupt the workplace.
- Any other use that may compromise the integrity of the City or its business. Nothing in this Policy will be interpreted or applied in a manner that interferes with employee rights to organize, form, join, or assist labor organizations; to bargain collectively through representatives of their choosing to the extent allowed by law; or to engage in other concerted activities for the purpose of addressing the terms and conditions of employment.

Section 15B: PROFESSIONAL USE OF SOCIAL MEDIA:

Those persons designated and authorized to post on the municipality's social media sites may do so with the understanding that they represent the City via social media outlets and must conduct themselves professionally. City employees must consider content carefully, understanding that it will be widely accessible, not retractable, and retained or referenced for a long period of time. The City expects postings to be truthful, courteous, and respectful.

Information posted to municipal social media is public and is subject to Vermont's Public Records Act, Open Meeting Law, and all other applicable laws, rules, policies, municipal charter provisions, and regulations. City employees should have no expectation of privacy regarding the information posted on municipal social media or in anything created, sent, or received on municipal electronic equipment. The City may investigate and monitor any transaction, communication, or transmission to ensure compliance with this Policy and the use of its equipment.

Section 16: PUBLIC RECORDS

All written or recorded information that is produced or acquired by a City employee in the course of City business is a public record, subject to Vermont's Public Records Act. Public records are considered permanent and shall not be deleted or destroyed, except in accordance with the Secretary of State's retention rules and disposition schedules for municipal records. In response to a litigation hold demand, no records may be destroyed or deleted.

Although the City discourages the use of personal computers, devices, or accounts to conduct City business (see Section 15, above), the use of a personal computer, device, or account does not prevent an otherwise public record from being subject to public inspection and copying. In the uncommon event that an employee uses their personal computer, device, or account to conduct City business, the record created, sent, or received should be forwarded by the employee to the employee's City computer system, or otherwise captured and retained as a City record. All employees are required to respond in the manner prescribed by Vermont's Public Records Act regardless of where a public record may be stored. All employees must provide any public records stored in their personal computers, devices, or accounts that are responsive to a public records request.

Section 17: ELIGIBILITY FOR BENEFITS

Subject to the eligibility requirements of the insurance carriers, the City offers group insurance and other benefit programs to its full-time employees, and to the City Clerk, Treasurer, and their statutory assistants, who have signed an agreement with the City. Benefits for full-time employees who work less than 40 hours per week will be prorated based on a 40-hour work week. Details about those benefits, as they exist on the date of hire, will be provided to the employee and are available in the City Manager's office.

This Policy is not contractual in nature and does not guarantee any continuance of insurance benefits. The City reserves the right to change insurance carriers, or to add, delete, or amend insurance or other benefit programs in its sole discretion. The City also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. The City will endeavor to provide employees with advance notice of any change in the contribution rate.

Section 18: HOLIDAY LEAVE

Full- and part-time employees will receive the following paid holiday leave:

1. New Years Day
2. MLK Day
3. President's Day
4. Memorial Day
5. 4th of July
6. Labor Day
7. Indigenous People's Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. ½ Day December 24
12. 25th of December
13. ½ Day December 31

Employees shall be compensated for holidays as though the employee worked their normal workday. Any full- time employee who is required to work on a holiday shall in addition to the holiday pay, be paid at one and one-half times their regular hourly rate, unless, for non-exempt employees, the working time is in excess of forty (40) hours, in which case, overtime pay would be applicable.

Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

Holidays that fall during an employee's vacation leave will not be counted as vacation leave.

Section 19: VACATION LEAVE

Full- and part-time employees will accrue vacation at the following annual rates:

Annual Accrual Rate	Years of Service
10 days annually (6.6 hours per/month)	1-2 years' service
15 days annually after	3-5 years' service
20 days annually after	6-10 years' service
25 days annually after	11-15 years' service
30 days annually after	16-20 years' service

Vacation leave accrues on a monthly basis beginning on the employee's date of hire.

An increase in the annual rate of accrual of vacation leave will occur on the

employee's anniversary date of hire.

Full-time employees receive vacation leave pay at the employee's regular rate of pay. Part-time employees receive prorated vacation leave pay based on the number of hours the employee is regularly scheduled to work in a work week. Leave must be taken in a minimum of 15-minute increments.

Employees are strongly encouraged to take an annual vacation. Employees are expected to make a timely request and make a reasonable effort to schedule vacations in accordance with the needs of the City. Requests for vacation shall be submitted to the employee's supervisor as soon as possible but not less than one week in advance of the requested time off. This notice period may be waived at the discretion of the Department Head or City Manager. The Department Head and/or City Manager may consider the City's priorities of business and office coverage before granting such a request. Vacation will be scheduled at the discretion of the Supervisor upon consultation with the employee.

If an employee does not use all the employee's accrued vacation leave within the fiscal year it accrues. An employee may carry unused, accrued vacation leave forward to the next year up to a maximum of ten (10) vacation days. Any unused, accrued vacation leave that exceeds the amount carried forward will be paid out at the end of the fiscal year at the same rate at which it accrued. The City Manager may, for good cause at an employee's request, permit the employee to carry over more than the 10 days' vacation time. Any such vacation time carried forward must be used in full within the next fiscal year.

An employee who resigns from employment with the City will be compensated for unused, accrued vacation leave, with the exception that any employee who terminates their employment during their probationary period will not be entitled to compensation for any accrued vacation time.

Section 20: EARNED SICK LEAVE

Definition

For the purposes of this Section of the Policy, the following definition shall apply: "eligible employee" means an employee or an elected official of the city who: (a) is age 18 or older; (b) works an average of 18 or more hours per week during the year; and (c) is expected to work more than twenty (20) weeks in a 12-month period. This definition includes newly hired employees and those who are still in their probationary period of employment. This definition does not include an individual who: (i) works on a per diem or intermittent basis; (ii) works only when they indicate that they are available to work; (iii) is under no obligation to work for the city; and (iv) has no expectation of continuing employment with the city.

Earned Sick Leave

Eligible employees will earn eight hours (8) per month up to twelve (12) days per calendar year of sick leave. Such leave will accrue to the employee based on the number of hours actually worked by that employee.

Part time, year-round eligible employees who work at least 18 hours per week earn at least 1 hour of paid leave for every 52 hours actually worked, including overtime. Department Heads are hired with 30 days of sick leave annually, replenished at the beginning of each calendar year. A Department Head who leaves on good terms may be paid up to 15 days of remaining sick leave upon voluntary termination of employment. Upon retirement an employee may receive a payout of all remaining sick leave (retirement as defined under the Vermont Municipal Employees Retirement System).

Accrual Limit

Sick leave may accumulate from calendar year to calendar year up to a maximum of 240 hours or thirty (30) days. Employees in good standing may be paid up to thirty (30) days of accrued sick leave upon voluntary termination from employment or retirement (as defined under the Vermont Municipal Employees Retirement System).

Waiting Period

An employee may earn and take accumulated sick leave during the employee's probationary period.

Use of Paid Leave

Employees are expected to notify their supervisor prior to the first hour of the workday or sooner if they are unable to report to work due to illness or injury. An employee, whose absence for reasons of illness or injury extends beyond three (3) consecutive days, or whose absences indicate a pattern of potential abuse, may be required to provide the City with a statement from a licensed health care provider that they qualify for use of sick leave. Failure to comply with the provision of this requirement shall be cause for denial of sick leave pay and shall constitute an unexcused absence.

- Eligible employees may use paid leave in increments of no less than fifteen minutes. An employee may use accrued sick leave for the purposes below: The employee is ill or injured.
- The employee obtains professional diagnostic, preventive, routine, or therapeutic health care.

- The employee cares for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse, or parent-in-law to an appointment related to their long-term care.
- The employee is arranging for social or legal services or obtaining medical care or counseling for the employee or for the employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking or who is relocating as the result of domestic violence, sexual assault, or stalking. As used in this section, "domestic violence," "sexual assault," and "stalking" shall have the same meanings as in 15 V.S.A. § 1151.
- The employee cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.

All requests to take sick leave are to be made as soon as reasonably possible and prior to the commencement of the leave, or if prior notice is not possible, as soon as reasonable under the circumstances. Employees shall give the greatest advance notice for sick leave planned prior to their absence. Employees are encouraged to make reasonable efforts to the extent practicable to avoid scheduling routine or preventative health care or other appointments during regular work hours. Sick leave shall be paid at the employee's regular rate of pay. Use of earned sick leave does not diminish the rights, if any, that an employee may have under the Vermont Parental Family Leave Act, 21 V.S.A. § 470.

Section 21: BEREAVEMENT LEAVE

Employees may be provided with up to five (5) days paid bereavement leave for the death of a member of the employee's immediate family. Immediate family means spouse, domestic partner, parent, or child (natural, stepchild, or adopted). For the death of grandparents, siblings, aunts/uncles, niece, nephew, and in-laws up to three (3) days of bereavement leave may be provided. Bereavement leave is pro-rated for part-time employees. The exact amount of approved time off will be dependent upon the circumstances and subject to approval by the Department Head.

If additional time off is needed, or if time off is needed for the funeral of a friend or a relative who is not an immediate family member as defined above, or a domestic partner, or member of an employee's household, the employee's supervisor may approve, on a case-by-case basis, the use of a reasonable amount of accrued sick leave, if available, or, if not, unpaid leave. The amount of such time off, if approved, will depend upon the individual circumstances such as the distance to be traveled,

closeness of the employee's relationship with the person who died or the employee's family, and the employee's level of responsibility in making funeral or other arrangements.

Paid bereavement leave does not accrue and thus, when not used, is not carried forward into the next year and will not be compensated upon separation from employment.

Section 22: PARENTAL AND FAMILY LEAVE

To the extent the City is a covered employer under the Family and Medical Leave Act (FMLA) 29 U.S.C. Subchapter 1, or the Vermont Parental and Family Leave Act (PFLA), 21 V.S.A. §§ 470 et seq., eligible employees as defined by these laws shall be permitted to take leave in accordance with these laws. The FMLA and/or PFLA will determine employee eligibility, the qualifying reasons for such leave, and the length of leave.

The City reserves the right to designate any qualifying leave of absence granted under this Policy as leave under the FMLA or the PFLA. A request for leave must be made to the employee's supervisor reasonably in advance of the leave. The leave request should include the anticipated dates the leave will start and end. Where an employee's leave request is covered by both the VPFLA and the FMLA, the City will adhere to the law that provides the most benefits to the employee. If an employee is entitled to leave under both the PFLA and FMLA, the leave periods will run concurrently.

For the purposes of determining the twelve-month period in which an employee may be entitled to PFLA and/or FMLA leave, the City will use a rolling twelve-month period measured backward from the date the employee first uses such leave.

Section 23: SHORT TERM FAMILY LEAVE

In accordance with 21 V.S.A. § 472a, eligible employees may be entitled to take unpaid leave not to exceed four (4) hours in any thirty-day (30) period and not to exceed twenty-four (24) hours in any twelve (12) month period for the following purposes:

- To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child, or ward who lives with the employee, such as a parent-teacher conference;
- To attend or accompany the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse or parent-in-law to routine medical or dental appointments;
- To accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; or

- To respond to a medical emergency involving the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse or parent-in-law.

The City may require that leave be taken in a minimum of 15-minute segments. At the option of the employee, accrued paid leave may be used. Before taking leave under this section an employee is expected to make a reasonable attempt to schedule appointments outside of regular work hours. An employee shall provide the City with the earliest possible notice of the intent to take short term family leave, but in no case later than seven (7) days before leave is to be taken, except in the case of an emergency where the required seven (7) day notice could have a significant adverse impact on the family member of the employee.

Section 24: CRIME VICTIM LEAVE

In accordance with 21 V.S.A. § 472c, eligible employees who are crime victims may be entitled to take unpaid leave for the purpose of attending a deposition or court proceeding related to:

- a criminal proceeding when the employee has a legal right or obligation to appear at the proceeding;
- a relief from abuse, neglect, or exploitation hearing when the employee is the plaintiff;
- hearings concerning an order against stalking or sexual assault, when the employee seeks the order as plaintiff.

A "crime victim" is a person who has obtained a:

- Relief from abuse order against a family or household member;
- Court order against stalking or sexual assault;
- Court order against abuse of a vulnerable adult; or
- Sustained physical, emotional or financial injury as the direct result of the commission or attempted commission of a crime or act of delinquency and is identified as a crime victim in an affidavit filed by a law enforcement official with a prosecuting attorney. This also includes the victim's child, foster child, parent, spouse, stepchild or ward of the victim who lives with the victim, or a parent of the victim's spouse, provided that the individual is not identified in the affidavit as the defendant.

At the option of the employee, accrued sick leave, vacation leave, or any other accrued paid leave may be used.

Section 25: LEAVE OF ABSENCE WITHOUT PAY

Requests for leaves of absence without pay for any reason other than those covered by federal, or state law must be submitted in writing to the employee's supervisor at

least seven days prior to the requested leave, absent exigent circumstances, and must set forth the purpose for which the leave is requested. All leave requests must be for a definite period of time and include a specified date of return.

If a leave of absence without pay is granted, the employee may, at the City's sole discretion, continue to receive health plan coverage by paying the required premium in accordance with the payment schedule established by the City. Other employee benefits (e.g., sick leave, vacation, seniority, etc.) will not accrue during an unpaid leave period.

Section 26: MILITARY LEAVE

Employees who take military leave subject to the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4303 et seq., and 21 V.S.A. §§ 491 et seq. will be granted leave without pay. At the option of the employee, any paid vacation leave accrued prior to the commencement of the leave may be used.

Section 27: CIVIL LEAVE AND JURY LEAVE

All employees entitled to vote in national, state, and municipal elections shall, when necessary, be allowed sufficient time off with pay to exercise this right. Approval of such leaves shall be made by the Supervisor.

A request to take unpaid leave from employment for the purpose of attending a City Meeting or the employee's Town meeting must be made at least seven (7) days prior to the date of the meeting. Such leave will be granted provided that it does not cause an interruption of the essential operations of the city government.

The City will compensate employees for their service as jurors or witnesses. In accordance with 21 V.S.A. § 499, while serving as jurors or witnesses, employees will otherwise be considered in the service of the City for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment. Employees requesting civil or jury duty leave shall provide the City Manager with a copy of the court order, or subpoena, along with any jury or witness fees or compensation received, if any, for their participation in the court proceedings.

Section 28: OVERTIME AND COMPENSATORY TIME OFF

In accordance with the provisions of the Federal Fair Labor Standards Act (FLSA), the City compensates non-exempt employees at the rate of one and one-half times their regular pay for each hour actually worked in excess of forty (40) hours in any

workweek. Holidays, sick time, and vacation days do not count as hours worked for purposes of calculating overtime. Non-exempt employees shall also be paid time-and-a-half for hours worked during a calendar day beyond their regularly scheduled shift. Exempt employees are not eligible for overtime; they are expected to work as many hours as required to perform the duties of the position. Employees shall be paid to the nearest quarter ($\frac{1}{4}$) hour for overtime purposes.

Authorization for overtime hours must be given in advance by the employee's supervisor or - if a supervisor is unavailable to give such approval, by the City Manager. Acceptance of a directive to work overtime is considered a condition of employment. At the supervisor's discretion, an employee's work schedule may be adjusted during a workweek to avoid overtime.

In lieu of a cash payment of overtime, any non-exempt employee may elect to receive compensatory time off, which accumulates at the same rate and under the same conditions as overtime pay. Prior to making an election to receive compensatory time off in lieu of cash payment for the overtime hours worked, the employee must notify their supervisor of their election to receive compensatory time off.

- The City may choose to pay-out accumulated compensatory time. An employee receiving payment for accrued compensatory time will be paid at the regular rate of pay earned by the employee at the time the employee receives such payment.
- Upon termination from employment, an employee will be paid for unused compensatory time at a rate not less than the average regular rate of pay received by the employee during the last three (3) years of employment or the employee's final regular rate of pay, whichever is higher.
- An employee may accrue a maximum of sixty (60) hours of compensatory time, after which overtime will be monetarily paid.
- Requests for use of compensatory time must be submitted to the employee's supervisor and will be permitted within a reasonable period unless its use unduly disrupts the City's operations.

Section 29: EQUAL EMPLOYMENT & ANTI-DISCRIMINATION POLICY

The City of Newport provides equal employment opportunities to all persons based on individual merit, competence, and need. The City does not discriminate against employees or applicants for employment on any legally recognized basis including, but not limited to, race, color, religion, sex, sexual orientation, age, national origin, marital status, disability, veteran status, ancestry, pregnancy, gender identity, HIV status, place of birth, or any other recognized basis under local, state, or federal law ("Protected Bases"). This Policy applies to all terms and conditions of employment,

including, but not limited to, hiring, placement, promotion, training, compensation, layoff, and termination. All employees, including supervisors, Department Heads, and elected officials are required to abide by this policy.

Harassment of one employee by another employee or by a supervisor is prohibited. Harassment means unwelcome conduct that is based on any of these Protected Bases. An employee who commits harassment will be subject to discipline up to, and including, immediate dismissal. Examples of harassment may include, but are not limited to, offensive jokes, gestures, slurs, epithets or name calling, physical threats, intimidation, ridicule or mockery, insults or put downs, or offensive objects, pictures, or written materials.

Simple teasing, offhand comments, or isolated incidents that are not very serious are not illegal. To be unlawful, the conduct must be so frequent or severe that it creates a hostile or offensive work environment or the conduct results in an adverse employment decision (such as the victim being fired or demoted).

Any employee who believes they have been subjected to harassment, or to retaliation for having brought or cooperated with a complaint or an investigation of harassment, should report it promptly to a supervisor. If reporting to a supervisor is not possible, then a report should be made to their Department Head, another Department Head, or to the City Manager. If a complaint is about a Department Head, a report should be made to the City Manager. If the complaint is about the City Manager, a report should be made to the Mayor, the City Council Chair, or another designated member of the City Council.

Complaints of harassment or retaliation may also be filed with the following state and federal agencies:

Civil Rights Unit
Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001
Email: ago.civilrights@vermont.gov
Telephone: 802.828.3657
888.745.9195 (Toll Free VT)

U.S. Equal Employment Opportunity Commission (EEOC) JFK Federal
Building 15 New Sudbury Street, Room 475
Boston, MA 02203-0506
Web site: www.eeoc.gov
Telephone: 800.669.400

800-669-6820 (TTY)

844-234-5122 (ASL Video)

If the City receives a complaint of harassment or discrimination or has reason to believe that harassment or discrimination has occurred, it will promptly, thoroughly, and impartially investigate the matter. Investigations will be conducted in a confidential and discrete manner to the extent possible, and complaints will be disclosed only as necessary for a thorough investigation and adequate response to the matter. If a violation of this policy is found to have occurred, corrective action will be taken, and the offending employee shall be subject to discipline including but not limited to dismissal from employment.

Section 30. SEXUAL HARASSMENT POLICY

The City promotes a workplace that is free of sexual harassment. Sexual harassment in the workplace is unlawful under state and federal law and will not be tolerated by or towards any employee, whether male or female. A copy of this policy will be provided to all employees and elected or appointed officials. Additional copies are available in the City Office.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, written, physical, and nonphysical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that individual, including but not limited to placement, promotion, training, or compensation; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- Sexual harassment may be indirect or even unintentional and may include off-duty conduct that affects an employee's working environment.

Examples of sexual harassment may include, but are not limited to, coercion of sexual relations; touching or grabbing an employee's body parts; sexually offensive comments; name-calling; jokes; gestures; innuendos; and other unwelcome sexually oriented statements. Employees of the City are prohibited from bringing into the workplace or otherwise displaying any written materials or images that may be considered sexually suggestive or offensive in nature. Sexual harassment can also include offensive remarks about a person's sex, such as a man making offensive

comments about women in general, vice versa, or a person who makes offensive comments about a person who is transgender.

Retaliation against an employee who complains in good faith about having been subjected to sexual harassment, or who cooperates in an investigation of sexual harassment, is a violation of this policy. Retaliation is a recognized form of harassment and will be handled in the same manner as other forms of harassment under this policy.

If you believe you have been subjected to sexual harassment, or retaliation for having brought or supported a complaint of sexual harassment, you are encouraged but not required to directly inform the offending person or persons that such conduct is offensive and must stop. If you do not wish to communicate directly with the alleged harasser or harassers, or if such direct communications have been ineffective, then you should immediately report the matter to your supervisor. If reporting to a supervisor is not possible, then a report should be made to your Department Head, another Department Head, or to the City Manager. If a complaint is about a Department Head, a report should be made to the City Manager. If the complaint is about the City Manager, a report should be made to the Mayor, the President of the City Council, or another designated member of the City Council.

For any complaint of harassment or discrimination, if possible, because it is helpful to the investigation, the employee is encouraged to keep a diary of events and to record the names of people who witnessed or were told of the harassment. Upon request, reasonable accommodations will be made for persons with disabilities who need assistance with filing or pursuing a complaint under either the Antidiscrimination or Sexual Harassment policies.

Complaints regarding sexual harassment or retaliation may also be filed with the following state and federal agencies:

Civil Rights Unit
Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001
Email: ago.civilrights@vermont.gov
Telephone: 802.828.3657
888.745.9195 (Toll Free VT)

U.S. Equal Employment Opportunity Commission (EEOC)
JFK Federal Building
15 New Sudbury Street, Room 475
Boston, MA 02203-0506

Website: www.eeoc.gov
Telephone: 800.669.4000
800-669-6820 (TTY)
844-234-5122 (ASL Video)

These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is probable cause or reasonable grounds to believe that sexual harassment occurred, may file a complaint in court.

If the City receives a complaint of sexual harassment or has reason to believe that sexual harassment has occurred, it shall take all steps necessary to ensure that the matter is promptly investigated and addressed. Investigations will be conducted in a confidential and discrete manner to the extent possible, and complaints will be disclosed only to those people necessary to thoroughly investigate and address the matter. The City is required by law to act if it learns of potential sexual harassment, even if the person subjected to the harassment does not wish to file a complaint. Supervisors and Department Heads are responsible for promptly responding to any complaint or suspected incidents of sexual harassment, and for notifying the City Manager. The City Manager should report any complaints or suspected incidents of sexual harassment to the City Council Chair, or other designated City Council Member.

If a violation of this policy is found to have occurred, corrective action shall be taken, and the offending employee shall be subject to discipline including, but not limited to, dismissal from employment. If the complainant is dissatisfied with the actions taken by the City, they may file a complaint with the state or federal agencies identified above.

Section 31: EMPLOYEE CONDUCT

All employees are considered representatives of the City and as such are expected to conduct themselves in a courteous, helpful, and respectful manner in all their interactions with the public and other employees. All employees shall comply with the following conduct guidelines. Employees may be disciplined up to, and including termination, for failure to conform to these rules of conduct.

Required Conduct

The following conduct is required of all employees, except as may be otherwise authorized by law, rule, contractual agreement, or supervisor approval:

- Employees shall fulfill all of the duties and responsibilities of their position in an efficient, timely, and effective manner. Employees shall pursue the common good in their official activities and shall uphold the public trust.

- Employees shall be punctual in reporting to work and shall remain at work until the scheduled end of their workday unless otherwise authorized by a supervisor. Unexpected absences shall be reported as soon as possible.
- Employees shall respect the legitimate privacy interests of their co-workers, superiors, and employer, both as to personal property and work product in the workplace.
- Employees shall wear attire appropriate to their position.
- Employees shall carry out their work in a manner which minimizes the risk of personal injury or property damage to the employee, other employees, the City, and the public.
- Employees shall report to an immediate supervisor or any supervisor any work incident that results in personal injury or property damage. Any such incident warranting emergency services shall be immediately reported to the police or fire and rescue as appropriate. Employees shall not discuss any such incident with anyone other than City officials, except as may be necessary for rendering of emergency services.

Prohibited Conduct

Prohibited conduct for all employees includes but is not limited to the following:

- Employees shall not use, or attempt to use, their positions to obtain special privileges or exemptions for themselves or others.
- Employees shall not use, or attempt to use, City personnel, property, or equipment for their private use or for any use not required for the proper discharge of their official duties.
- Employees shall not solicit or accept any form of compensation from anyone except the City for activities which are related to their position unless it is provided for by law or approved by the Council. Prohibited compensation shall include any gift, reward, loan, gratuity, or other valuable consideration. This includes free meals provided to employees, their immediate family, or business associate(s).
- Employees shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with their duties as a City employee or with the duties, functions, or responsibilities of the City.
- Employees shall not engage in any outside employment, activity, or enterprise during their work hours.
- Employees shall not disclose, directly or indirectly, information which they receive or have access to by virtue of their official duties, either for the private gain or benefit of themselves or others, except as authorized by their superiors or by law.
- Employees shall not interfere with a lawful request for public information. Providing information must be in a manner which does not show preference to any particular entity, business, or organization.

- Employees shall not solicit any form of private contract as a result of information gained through their employment.
- Employees shall not smoke or use smokeless tobacco within any City-owned buildings, work areas, or vehicles.
- Employees shall not report to work or engage in work under the influence of alcohol or drugs, and employees shall not consume alcohol or drugs during their scheduled work time. The only exception to this rule is use of a drug prescribed by a duly licensed health care provider, provided such use is in the manner prescribed and the employee is cleared to work while using such prescription drug.
- Employees shall not violate the City's Equal Employment, Anti- Discrimination, or Sexual Harassment policies.
- Employees shall not commit misconduct outside the workplace which interferes with the City's operations.

Section 32: SEPARATION FROM EMPLOYMENT

1. The City Manager, with the approval of the City Council, may, at any time, terminate an employee's employment with the City by providing the employee with a written notice of termination. Termination shall be effective on the date set forth in the notice.
2. Employees may resign from employment with the City at any time by providing the Council with written notice of resignation. Absent unusual circumstances, the employee should provide two weeks' notice and specify the effective date of resignation.

Section 32: GRIEVANCE PROCEDURE

- i. Any employee may submit a grievance on a dispute concerning the meaning or application of a provision of the City personnel policies. No employee shall be disciplined or discriminated against as a result of having submitted a grievance.
- ii. 1. INITIATION OF GRIEVANCES
 - iii. Before submitting a grievance, an employee shall discuss the grievance with the immediate supervisor. If the supervisor is
 - iv. unable to resolve the grievance, the employee may initiate step one of the grievance procedure.
- vi. 2. GRIEVANCE PROCEDURE
- vii. If the grievance is not resolved at the immediate supervisor level, said grievance may be filed through the following procedure:
- viii. Step one: Within ten (10) working days of the problem or action which precipitated the grievance, or of gaining knowledge thereof, the aggrieved employee shall submit the grievance in writing to the head of the employee's department. The grievance shall include:
 - ix. a. Name of the aggrieved employee and the department they work in.

- x. b. A brief description of the action being grieved, including exact dates and times as well as names of other persons involved.
 - xi. c. The corrective action requested by the aggrieved employee.
- xii. The department head shall meet with the parties involved and attempt to resolve the grievance.
- xiii. Step two: If a satisfactory settlement to the grievance is not obtained within ten (10) working days of the initiation of step one, the employee may request the department head to forward the grievance to the City Manager together with a written report. The department head shall forward a copy of the report to the aggrieved employee. If the department head does not timely forward the grievance to the City Manager, the employee may do so.
- xiv. Within ten (10) working days of receipt of the department head report, the City Manager shall meet with the parties involved and attempt to resolve the grievance. The manager shall respond to the grievance in writing and the decision of the manager shall be final.
- xv. 3. If the grievance pertains to a department head, the procedure remains the same with the exception of the grievance being submitted to the City Manager.

Section 33: SEVERABILITY

If any provision of this Policy or the application hereof to any person or a circumstance(s) is held invalid, this invalidity does not affect other provisions or applications of the personnel rules which can be given effect without the invalid provision or application. For this purpose, this Policy is severable.

ADOPTED by the Newport City Council this ____ day of _____, 2025.

SIGNATURES of Mayor and City Council:

Mayor

City Council President

City Councilor

City Councilor

City Councilor

City Councilor

ADDENDUM A:
Employee Acknowledgement and Receipt of
City of Newport's Personnel Policy

I, _____, acknowledge that:

1. I received a copy of the City of Newport's Personnel Policy ("Policy") on____ and understand it is my responsibility to read it and familiarize myself with its contents.
2. I understand that it is my responsibility to ask questions if there is anything in the Policy that I do not understand.
3. I understand that unless otherwise provided by contract or statute, my employment with the City is terminable at-will, meaning it may be terminated at any time and for any lawful reason or no reason, regardless of the length of my employment or the granting of benefits of any kind.
4. I am aware that the descriptions of benefits in this policy are not contractual in nature and do not guarantee any continuance of benefits.
5. I understand that this Policy replaces any and all prior versions and that the City reserves the right, at its sole discretion, to add, amend or discontinue any of the provisions of this Policy for any reason or no reason, in whole or in part, at any time, with or without notice.
6. I understand that my signature below indicates that I have read and understand the statements above and that it is my responsibility to adhere to the policies contained within the Policy, including but not limited to, those policies concerning equal employment opportunities, and those prohibiting discrimination and sexual or other harassment.
7. I understand that this Receipt and Acknowledgment will be placed in my personnel record.

Employee's Name (please print)

Date

Employee's Signature

ADDENDUM B:

Agreement by Independently Elected Officer to be Bound by City of Newport's Personnel Policy

This is a contract between the City of Newport City Council, and the City's independently elected City Clerk and/or City Treasurer collectively referred to as the "parties."

In exchange for the provision of benefits by the City of Newport as set forth in Addendum C (Attached) which may change from time to time at the sole discretion of the Council, independently elected officers, the City Treasurer, and/or City Clerk agree to be bound by the provisions of the City of Newport's Personnel Policy ("Policy"), except the provisions on Probationary Period, Performance Evaluations, and Separation from Employment.

[Insert name] agrees as follows:

- [she / he] has received a copy of the Policy and understands that it is [her / his] responsibility to familiarize [herself / himself] with its contents;
- [she / he] has been given an opportunity to ask questions about this Policy and has been provided with satisfactory information in response to those questions;
- [she / he] acknowledges that the City reserves the right to add, amend or discontinue any of the provisions of this Policy for any reason or none at all, in whole or in part, at any time, with or without notice;
- [she / he] acknowledges that [she / he] understands the City's Policy and agrees that [she / he] will comply with all its provisions.

The parties agree that this shall not constitute a contract for employment.

[If applicable, insert the following: "In addition to the above, [name] agrees that [her / his] statutory assistant, [name], who holds the position of [insert title], will be subject to the City's Personnel Policy except the provisions on Probationary Period, Performance Evaluations, and Separation from Employment, which do not apply to him/her. In return, the said statutory assistant will receive benefits from the City as set forth in which may change from time to time at the sole discretion of the Council. **Addendum C** (Attached)."

	<p>Short Term & Long Term Disability/Accidental Death & Dismemberment Life Insurance (1 X annual salary) City pays 100% premium</p>
	<p>VMERS Retirement Plan C (in 2023, Employee contributes 10.750% of gross salary and Employer contribute 8% of gross salary) or If Applicable: VMERS Retirement Plan D (in 2023 Employee contributes 12.000% of gross salary and Employer contributes 10.6000% of gross salary) Voluntarily Self Funded: Aflac, dental & eye insurance</p>
	<p>Longevity Pay paid per year: After 5 Years of Continuous Service: \$ 300 After 10 Years of Continuous Service: \$ 600 After 15 Years of Continuous Service: \$900 After 20 Years of Continuous Service: \$1,200</p>
	<p>Access to the Deferred Compensation Plan with voluntary employee pre-tax contributions</p>
	<p>If Applicable: Use of the Chief's Vehicle First Net Cell Phone or Cell Phone for emergency responders</p>

Position:	Benefits										
Assistant Clerk/Treasurers, City Landscaper, Recreation Coordinator, Assistant Recreation Director, Recreation Programs Assistant	Negotiated Salary										
	All Holidays										
	<p>Vacation Eligibility Dependent upon Length of Service if Internal Candidate Chosen:</p> <table data-bbox="763 420 1380 630"> <tr> <td>1 - 2 Years of Service</td> <td>10 Days Annually</td> </tr> <tr> <td>3 - 5 Years of Service</td> <td>15 Days Annually</td> </tr> <tr> <td>6 - 10 Years of Service</td> <td>20 Days Annually</td> </tr> <tr> <td>11 - 15 Years of Service</td> <td>25 Days Annually</td> </tr> <tr> <td>16 - 20 Years of Service</td> <td>30 Days</td> </tr> </table> <p>Annually Take vacation any time of the year</p>	1 - 2 Years of Service	10 Days Annually	3 - 5 Years of Service	15 Days Annually	6 - 10 Years of Service	20 Days Annually	11 - 15 Years of Service	25 Days Annually	16 - 20 Years of Service	30 Days
1 - 2 Years of Service	10 Days Annually										
3 - 5 Years of Service	15 Days Annually										
6 - 10 Years of Service	20 Days Annually										
11 - 15 Years of Service	25 Days Annually										
16 - 20 Years of Service	30 Days										
	<p><u>Sick-Time:</u> An employee may accrue sick leave at the rate of eight hours (8) per month up to 96 hours per year. Sick leave may be accumulated from year to year up to a maximum of 240 hours (30 days). An employee in good standing may be paid up to 30 days of accumulated sick leave upon voluntary termination from employment or retirement (as defined under the Vermont Municipal Employees Retirement System).</p>										
	<p>Medical Insurance updated for 2021: Single Plan premium covered by the City. Anything over and above is assumed by the employee.</p> <p style="text-align: center;">Or</p> <p>Lump Sum Cash Payment In lieu of Health Insurance \$2600 per year, payable quarterly as taxable income.</p> <p>HRA: An employee shall pay the first \$1000 Out of Pocket expenses and the City shall pay the remainder of the OOP expense. Any health insurance premium increase or decrease and any out of pocket expenses that may be increased or decreased shall be split on a 50/50 basis. If an employee chooses anything other than a single plan, the city must still pay only the single OOP expense.</p> <p>Dental: 50/50 Premium Cost Sharing Vision: 50/50 Premium Cost Sharing</p>										
	<p>Short Term & Long Term Disability/Accidental Death & Dismemberment Life Insurance (1 X annual salary) City pays 100% premium</p>										

	Retirement - VMERS Plan C Access to Deferred Compensation Plan with voluntary employee pre-tax contributions
	Voluntarily Self Funded: Aflac, Dental and Eye Insurance
	Longevity Pay paid per year: After 5 Years of Continuous Service: \$ 300 After 10 Years of Continuous Service:\$ 600 After 15 Years of Continuous Service:\$ 900 After 20 Years of Continuous Service: \$1,200

ADOPTED by the Newport City Council this ____day of _____, 2025.

SIGNATURES of Mayor and City Council:

Mayor

City Council President

City Councilor

City Councilor

City Councilor

City Councilor

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement ("the agreement") was made as of, January 1, 2026 ("the effective date") between the Newport Ambulance Service, Inc. ("NAS"), a not-for-profit corporation, with a principal office at 830 Union Street, Newport, Vermont, and the City of Newport Vermont ("City") being the parties to this agreement.

WHEREAS, the City wishes to contract with NAS to provide ambulance services to the benefit of the City, and its citizens and visitors, pursuant to the terms of this agreement: and,

WHEREAS, NAS, operates a division of NAS covering the city, out of 830 Union Street, Newport Vermont 05855 whose purpose is to provide ambulance services and NAS desires to provide said services to the Town on a contractual basis. For the purpose of this contract the term division here in after used shall mean the Division of NAS covering the City

NOW THEREFORE, it is mutually agreed by the parties as follows:

1. Nature of Services.

1.1 NAS shall provide 24-hour, seven days per week, 365 days per year emergency ambulance transport from a fully staffed facility for immediate response, to the citizens and visitors of the City and shall allocate its resources so that one ambulance and crew is available for or, if not available, involved in NAS Division emergency transport or emergency mutual aid. NAS shall also provide non-emergency medical transport to City citizens and visitors. It is understood that the demand for ambulance services is unpredictable, and, in addition to resources provided under this agreement, NAS resources as well as other licensed ambulance services may be required from time to time to provide services to the City.

1.2 In the performance of its obligations hereunder, services rendered shall be at the EMT level or higher, as defined by the State of Vermont Department of Health. NAS agrees that the NAS Division shall be conducted in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. NAS assumes full responsibility for the payment of all contributions, payroll taxes or assessments, state or federal, as to all employees engaged in the operation of the NAS Division, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any state or federal laws on this subject.

2. Organization and Oversight.

2.1 Except as relative to the nature of services, equipment, personnel, and the financial arrangement between the NAS Division and the City more particularly set out in this agreement, amendments to the NAS by-laws shall have full force and effect upon the NAS Division without further amendment to this agreement. To the extent the provisions of this agreement vary from the terms of the NAS Bylaws, with regard to nature of services, equipment, personnel, and the financial arrangement between NAS and the City more particularly set out in this agreement, this agreement shall control.

3. Equipment.

3.1 All equipment shall be maintained as required by the State of Vermont Department of Health for the purposes of licensure. NAS shall provide copies of said license to the City when requested.

4. Personnel.

4.1 Ambulances shall be staffed by personnel certified by the State of Vermont Department of Health at the level and in the quantities required by the State to operate ambulances at the EMT or higher level. Copies of certification documentation shall be provided to the City by NAS upon request.

4.2 NAS shall be solely responsible for the management of the service and its personnel, and shall have sole control of the method and means by which they perform their duties.

4.3 Nothing in this agreement shall create an employer-employee relationship between NAS personnel and the City. NAS shall provide Worker's Compensation insurance for its personnel in amounts and coverage as required by the State of Vermont.

5. Insurance and Indemnity.

5.1 NAS shall provide the City with a certificate of insurance naming the City as additional insured for the purposes of any claims that may arise as a result of any action or conduct by NAS or its agents in the operation of the NAS Division pursuant to this agreement.

5.2 NAS shall carry comprehensive general and automobile liability insurance, as required by this paragraph, and shall be written for not less than the limits of liability as follows:

Comprehensive General Liability

Bodily Injury: \$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

Property Damage: \$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

Automobile Liability

Bodily Injury: \$1,000,000.00 combined single limit

Property Damage: \$1,000,000.00 combined single limit

6.1 Financial and Other Records.

6.1 It is the intent of the parties that the NAS Division be operated as a separate financial entity within NAS, with the net income generated by the NAS Division being dedicated to the growth of the NAS Division.

6.2 NAS shall keep accurate financial records for the NAS Division, which shall be made available to the City upon prior, reasonable notice, at any time during normal business hours.

6.3 Failure to keep materially accurate financial records for the NAS Division, or to make them available to the City in the fashion described above, shall be a default of this agreement. The City shall notify NAS in writing if it believes the records are materially inaccurate. NAS shall have 30 days to remedy the default.

6.4 To the extent that records contain protected health information, disclosure of said information shall be governed by the Health Insurance Portability and Accountability Act (HIPAA).

6.5 NAS shall endeavor to secure funds such as grants, subscriptions, training contracts and transport contracts within Vermont Ambulance District 2 using NAS Division resources. Said funds shall be used to sustain growth for the NAS

Division. City may, from time to time request documentation of such efforts.

7. Exclusivity.

7.1 The City shall not contract with another ambulance service provider during the contract period. It is understood that mutual aid services from other licensed ambulance services may be required from time to time.

8. Sub-Contracting.

8.1 NAS shall not sub-contract any of its obligations under this agreement; nor shall the benefits of this agreement to NAS be assignable. This provision shall not prohibit the use of other licensed services for the purposes of mutual aid during times of unusually high demands for services.

9. Funding and Option to Renew.

9.1 NAS is a not for profit corporation. It shall endeavor to operate in a fashion designed to minimize the costs to the City.

9.2 In addition to other sources, NAS shall derive revenues by billing service recipients or their insurers at rates established by NAS.

9.3 For the contract year, January 1, 2026, to December 31, 2026, the City shall pay \$2,584,426.65 which amount will be payable by City in 12 monthly payments (\$199,004.85 for town contract and \$59,437.80 for dispatching fees) NAS will invoice the City of Newport

9.4 If this contract is renewed, the contract amount for each subsequent year shall be at amounts mutually agreed upon by NAS and the City Council.

10. Default.

10.1 If the City shall default in the payment of sums due hereunder, when due, and shall fail to cure such default within 30 days after receipt of written notice, then the City shall be deemed to have breached this agreement and NAS, at its option, may terminate this agreement by written notice to the City. If no cure is made, NAS shall continue to provide services to the City for no less than an additional 30 days, for so long as a pro-rata amount is received for both periods. In lieu of payment for said period, the parties may agree to alternative forms of guarantee payment to NAS for services during the period of service under default.

- 10.2 If either party shall fail to comply with the terms of this agreement, and shall fail to cure such non-compliance within 30 days after receipt of written notice, then that party shall be deemed to have breached this agreement and the other party, at their option, may terminate this agreement by written notice to the defaulting party.
- 10.3 Should NAS terminate this agreement due to breach by the City, NAS shall be entitled to sums due as of the date of breach, pro-rated on a monthly basis.
- 10.4 Should either party be unwilling or unable to further this contract for the same or similar services as described herein, all vehicles, equipment or property for which there is no outstanding indebtedness and that was purchased with NAS Division funds shall be conveyed exclusively to the City for no consideration.
- 10.5 Should either party be unwilling or unable to further this contract for the same or similar services as described herein, the City shall have the option to pay any outstanding indebtedness on any vehicles, equipment or property purchased with NAS Division funds, and said items shall be then conveyed exclusively to the City.
- 10.6 The parties mutually agree that for the purposes of this contract, the building and improvements located on NAS-owned land and commonly known as 830 Union Street, Newport, Vermont shall be deemed to be property acquired with NAS Division funds. Similarly, the ambulances and emergency service equipment currently owned by NAS that is used in providing ambulance services to the NAS Division shall be deemed to be property acquired with NAS division funds.
11. Term.
- 11.1 The term of this agreement shall be from January 1, 2026, to December 31, 2026.
12. Amendment.
- 12.1 This agreement shall not be amended except by written agreement of the parties.
13. Notices.

If to NAS:

Jeffrey J. Johansen
Executive Director
Newport Ambulance Service, Inc.
P.O. Box 911

Newport, VT 05855

If to City:

Mayor
City Of Newport
222 Main Street
Newport, VT 05855

14. General Provisions.

- 14.1 In case any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable this Agreement shall not be deemed to be invalid. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and there shall be deemed substituted such other provisions as will most nearly accomplish the intent of the Parties to the extent permitted by applicable law.
- 14.2 Nothing in this agreement is intended to or shall be construed to confer upon or give to any person, firm or other entity, other than the Parties hereto and their respective successors and assigns any rights or remedies by reason of this agreement.
- 14.3 This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 14.4 This agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties.
- 14.5 In the event that any dispute arises under this agreement, or any modification, rider or attachment thereto, such dispute shall be governed by, construed and enforced in accordance with the laws of the State of Vermont.
- 14.6 This agreement, together with any written agreements that shall have been executed simultaneously or attached to it, as the case may be, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this agreement. All prior understandings, terms or conditions are deemed merged in this agreement.
- 14.7 No failure of either party to insist upon compliance with the terms of this

agreement by the other shall constitute a waiver of the parties' right to subsequently demand compliance with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date and year first written.

_____, Date: _____
NEWPORT AMBULANCE SERVICES, INC.

_____, Date: _____
CITY OF NEWPORT, VERMONT

	FY25 Budget	FY25 Actuals	FY25 grant m	FY26 Budget	FY26 Actuals	FY27 Proposed
00-6-70--	0	0		0	0	0
RECREATION DEPT INCOME						
00-6-70-70-	0	0		0	0	0
GRANTS & FEES						
00-6-70-70-01.00	0	0		0	0	0
Playworld						
00-6-70-70-02.00	0	0		0	0	0
AARP Grant						
00-6-70-70-03.00	0	0		0	0	0
Rec Donations						
00-6-70-70-04.00	0	0		0	-13,921.00	0
BGS Capital Grant						
00-6-70-70-05.00	0	-11,382.25		0	0	0
Aquatic Nuis AQ19-55						
00-6-70-70-06.00	0	0		0	0	0
Sailing Program						
00-6-70-70-07.00	0	-41		0	0	0
Wavied Event Fees						
00-6-70-70-08.00	0	0		0	0	0
Parades						
00-6-70-71-	0	0		0	0	0
SENIOR CENTER						
00-6-70-71-01.00	3,800.00	-3,782.37		3,000.00	-807.39	3800
Senior Center-Salary Reim						
00-6-70-71-02.00	0	0		0	0	0
Sr Ctr Donations						
00-6-70-71-03.00	7,000.00	-11,075.00		7,500.00	-1,760.96	10000
Gym Rental						
00-6-70-71-04.00	0	0	-19,499.13	0	0	0
VOREC Grant						
00-6-70-71-05.00	0	0		0	0	0
Fall Events						
00-6-70-71-06.00	1,400.00	-325		750	-75	0
Senior Ctr Other Reim						
00-6-70-71-07.00	0	0		0	0	0
Senior Center Other						
00-6-70-71-08.00	0	0		0	0	0
Rec Facilities Grant BGS						
00-6-70-71-09.00	0	0		0	0	0
Special Event Fees						
00-6-70-73-	0	0		0	0	0
PROUTY BEACH						
00-6-70-73-01.00	500	-41.58		0	0	500
Prouty Beach-Admissions						
00-6-70-73-02.00	190,000.00	-244,935.23		230,000.00	-163,929.31	283,000
P B Transient Camping						
00-6-70-73-03.00	58,500.00	-49,977.68		46,000.00	-9,668.37	\$54,900
Prouty Beach Seasonal Pmt						
00-6-70-73-04.00	0	0		0	-884	0
Prouty Beach-Misc Income						
00-6-70-73-05.00	200	-300		0	0	500
PB Green Space Rental						
00-6-70-73-06.00	1,000.00	-150		1,000.00	0	0
Equipment Rental						
00-6-70-73-07.00	0	0		0	0	0
RCDI - PB Connector						
00-6-70-73-09.00	3,000.00	-2,921.00		3,000.00	-850	3000
PB Facility Rental						
00-6-70-73-10.00	300	-680		300	-248	600
PB Athletic Fields Rental						
00-6-70-73-11.00	4,000.00	-6,789.22		4,000.00	-4,012.83	6000
Prouty Beach-Electric						
00-6-70-73-12.00	10,500.00	-12,331.51		11,000.00	-9,309.78	12000
Campground Store						
00-6-70-73-13.00	27,000.00	-15,703.00		32,000.00	-3,240.00	30000
Annual Events						
00-6-70-76-	0	0		0	0	0
RECREATION PROGRAMS						
00-6-70-76-01.00	0	0		0	0	0
Rec Dept Archery Grant						
00-6-70-76-02.00	0	-779.42		0	0	0
Miscellaneous						
00-6-70-76-03.00	0	0		0	0	0
Donations						
00-6-70-76-04.00	0	0		0	0	0
Track & Field						
00-6-70-76-05.00	25,000.00	-25,134.00		29,000.00	-2,740.00	25000
Summer Camp Programs						
00-6-70-76-06.00	0	0		0	0	0
Discount Tickets						
00-6-70-76-07.00	5,000.00	-5,071.80		6,500.00	-1,727.00	6500
Adult Programs						
00-6-70-76-08.00	2,000.00	-1,240.00		1,000.00	-45	1000
Youth Summer Programs						

00-6-70-76-09.00	Youth Winter Programs	2,000.00	-13,681.28	1,000.00	-150	1000
00-6-70-78-	GARDNER PARK	0	0	0	0	0
00-6-70-78-01.00	Lights/Misc	750	0	0	0	0
00-6-70-78-02.00	GP - VCDP Grant	0	0	0	0	0
00-6-70-78-03.00	GP Restoration	0	-300,000.00	0	0	0
00-6-70-78-04.00	Donations	0	-20,817.43	0	0	0
00-6-70-78-04.01	Fireworks Donations	0	0	0	0	0
00-6-70-78-05.00	Field Rental	8,000.00	-5,160.00	8,000.00	-1,229.00	6000
00-6-70-78-06.00	GP Facility Rental	0	0	0	0	0
00-6-70-78-07.00	Grandstand Project	0	0	0	0	0
00-6-70-78-08.00	GP Green Space Rental	1,500.00	-1,240.00	2,000.00	-930	1500
00-6-70-78-09.00	Skating Rink Income	1,500.00	-1,470.83	1,000.00	0	1500
00-6-70-78-10.00	Gardner Park Tent Rental	0	0	0	0	0
00-6-70-79-	WATERFRONT	0	0	0	0	0
00-6-70-79-01.00	Dock Rent Northern Star	5,330.00	-6,425.00	5,525.00	-4,875.00	5525
00-6-70-79-02.00	Northern Star Electric Re	1,250.00	-975.12	750	-1,472.83	1500
00-6-70-79-03.00	Dinghy Dock Revenue	600	-335	750	-225	500
00-6-70-79-04.00	Gateway Center Rental	19,500.00	-22,550.00	24,000.00	-2,795.00	24000
00-6-70-79-05.00	Gateway Ctr-Snack Bar	0	0	0	-900	0
00-6-70-79-06.00	Gateway Kitchen 2FL	1,130.00	0	1,080.00	0	0
00-6-70-79-07.00	Waterfront-Salary Reimb	0	0	0	0	0
00-6-70-79-08.00	Waterfront-Pump Outs	0	0	0	0	0
00-6-70-79-09.00	Waterfront-Gasoline Sales	60,000.00	-63,113.63	60,000.00	-54,092.47	65000
00-6-70-79-10.00	Waterfront-Misc Sales	7,500.00	-1,881.50	3,000.00	-932	2000
00-6-70-79-11.00	Waterfront Transient	5,500.00	-3,470.62	2,500.00	-2,806.35	3000
00-6-70-79-12.00	Waterfront Seasonal Slips	34,000.00	-49,026.00	45,000.00	-9,285.00	50,000
00-6-70-79-13.00	Gateway Donation	0	0	0	0	0
00-6-70-79-14.00	Gateway Utility Reim	0	0	0	0	0
00-6-70-79-15.00	Office Rental-Zigsby Sail	0	0	0	0	0
00-6-70-79-16.00	Waterfront-Rev Reimb	0	0	0	0	0
00-6-70-80-	BOAT WASHING STATION	0	0	0	0	0
00-6-70-80-01.00	Fish & Wildlife Grant	0	0	0	0	0
00-6-70-80-02.00	Boat Wash Donations	0	0	0	0	0
00-6-70-80-03.00	Boat Wash Season Stickers	0	0	0	0	0
00-6-70-80-04.00	Boat Wash Temporary Pass	0	0	0	0	0
00-6-70-80-05.00	Boat Wash Insurance Reimb	0	0	0	0	0
00-6-70-80-06.00	Boat Wash Salary Reimb	0	0	0	0	0
00-6-70-81-	MOORING MANAGEMENT	0	0	0	0	0
00-6-70-81-00.00	Mooring Management Income	0	0	0	0	0
00-6-70-81-01.00	Other Income	0	0	0	0	0
TOTAL INCOME		487750	-561989.04	529655	-292911.3	598325
		FY25 Budget	FY25 Actuals	FY25 grant m/FY26 Budget	FY25 Actuals	FY27 Proposed

RECREATION DEPARTMENT EXPENSES										
00-7-70--	RECREATION ADMINISTRATION	0	0	0	0	0	0	0	0	0
00-7-70-70--		0	0	0	0	0	0	0	0	0
00-7-70-70-10.00	Salaries - Rec Admin	-77,574.00	105,569.45	-67,972.50	25,698.90	72,050.85				
00-7-70-70-11.00	Social Security	-5,866.00	9,031.71	-5,410.00	1,940.98	6000				
00-7-70-70-13.00	Health Insurance	-32,760.00	46,125.95	-35,472.00	12,032.33	36,206.52				
00-7-70-70-13.01	Dental/Vision Ins.	-1,187.00	1,686.42	0	169.26	1750				
00-7-70-70-13.02	Life/AD&D/Disability	-1,100.00	1,275.01	-1,250.00	212.5	1500				
00-7-70-70-14.00	Muni retirement	-6,742.00	10,470.30	-6,365.07	2,260.02	6665				
00-7-70-70-15.00	Employee Work Attire	-100	288	-100	0	100				
00-7-70-70-16.00	Unemployment	-200	674.87	-200	95.76	750				
00-7-70-70-17.00	Worker's Comp	-3,000.00	3,192.52	-3,397.93	1,494.54	3250				
00-7-70-70-18.00	HRA Expense	-1,000.00	0	-750	0	750				
00-7-70-70-20.00	Office Supplies	-500	721.67	-500	114.51	500				
00-7-70-70-22.00	Software	-3,500.00	33.9	-3,500.00	3,295.00	3500				
00-7-70-70-23.00	Travel & Misc Expense	-1,000.00	1,541.46	-1,000.00	593.8	1500				
00-7-70-70-24.00	Fees	0	0	0	0	0				
00-7-70-70-31.00	Communications	-5,000.00	3,396.72	-5,410.30	1,299.35	4000				
00-7-70-70-45.00	Professional Expense	-1,000.00	441	-500	47.65	500				
00-7-70-70-48.00	Property & Casualty Insur	-9,600.00	7,866.07	-13,000.00	4,716.21	5000				
00-7-70-70-60.00	Repair & Maintenance	-1,000.00	1,105.65	-1,000.00	230	1000				
00-7-70-70-70.00	New Equipment	-500	757.12	-500	0	500				
00-7-70-70-90.00	ASCAP	-500	0	-500	0	500				
00-7-70-70-99.00	Other Expenses	0	28.49	0	604.56	0				
00-7-70-70-99.19	COVID-19 Materials	0	0	0	0	0				
00-7-70-71--	SENIOR CITIZENS CENTER	0	0	0	0	0				
00-7-70-71-10.00	Salaries	-8,400.00	7,950.15	-8,154.00	2,400.00	8400				
00-7-70-71-11.00	Social Security	-567	597.58	-547.28	183.63	600				
00-7-70-71-16.00	Unemployment	-200	163.12	-150	95.76	200				
00-7-70-71-17.00	Worker's Comp	-300	1,287.23	-357.7	144.24	500				
00-7-70-71-47.00	Rental	0	0	0	0	0				
00-7-70-71-60.00	Repairs & Maintenance	0	0	0	0	0				
00-7-70-72--	VOREC GRANT	0	0	0	0	0				
00-7-70-72-10.00	Labor - Waste Disposal	0	0	0	0	0				
00-7-70-72-20.00	Operating Supplies	0	0	0	0	0				
00-7-70-72-30.00	Utilities	0	0	0	0	0				
00-7-70-72-32.00	Fuel Oil	0	0	0	0	0				
00-7-70-72-34.00	Solid Waste Disposal	0	0	0	0	0				

00-7-70-73-93.00	Lease Equipment	-2,200.00	1,480.68	-1,750.00	540	1750
00-7-70-73-99.00	Other Expenses/ refunds	-200	4,010.63	-500	1,849.93	4000
00-7-70-73-39.00	Camper Events add in	500	-350.00			500
00-7-70-74-	COMMUNITY KITCHEN	0	0	0	0	0
00-7-70-74-10.00	Salaries	0	0	0	0	0
00-7-70-76-	RECREATION PROGRAMS	0	0	0	0	0
00-7-70-76-10.00	Salaries - Program Superv	-12,380.00	0	0	1,491.50	36,608
00-7-70-76-10.03	On-Call Pay	0	0	0	0	0
00-7-70-76-10.04	Summer Camp	0	0	0	0	0
00-7-70-76-10.05	Summer Camp Salary	0	28,897.46	0	33,511.89	34000
00-7-70-76-10.06	Summer Prog Salary	-32,000.00	7,280.73	-33,000.00	0	0
00-7-70-76-10.07	Annual Events Salary	-3,000.00	1,020.75	-1,500.00	447.98	1500
00-7-70-76-10.08	Adult Programs	-500	0	-500	0	0
00-7-70-76-10.09	*PR Other Programs	0	0	0	0	0
00-7-70-76-10.14	Health Ins Opt Out	-900	0	0	0	0
00-7-70-76-10.30	Winter Prog Salary	-14,000.00	11,969.77	-12,000.00	0	15000
00-7-70-76-10.31	Winter Swim Program	0	0	0	0	0
00-7-70-76-11.00	Social Security	-4,696.00	3,818.09	-3,595.50	2,538.15	4000
00-7-70-76-13.00	Health Insurance	0	0	0	0	2400
00-7-70-76-13.01	Dental/Vision Ins.	-315	0	0	0	0
00-7-70-76-13.02	Life/AD&D/Disability	-100	62.76	-100	10.46	100
00-7-70-76-14.00	Muni Retirement	-1,084.00	0	0	0	3386
00-7-70-76-16.00	Unemployment	-100	0	-100	0	100
00-7-70-76-17.00	Worker's Comp	-1,500.00	0	-2,350.00	0	1500
00-7-70-76-18.00	HRA Expense	0	0	0	0	0
00-7-70-76-20.00	Annual Events	-40,000.00	33,850.70	-35,000.00	3,505.85	35000
00-7-70-76-20.01	Operating Supplies	0	0	0	0	0
00-7-70-76-22.00	Track Program	0	0	0	0	0
00-7-70-76-26.00	Programs & Materials	0	0	0	0	0
00-7-70-76-27.00	Safety Town	0	0	0	0	0
00-7-70-76-39.01	Basketball Expenses	0	31.33	0	0	0
00-7-70-76-39.02	Discount Tickets	0	0	0	0	0
00-7-70-76-39.03	Halloween Expenses	0	0	0	0	0
00-7-70-76-39.04	Other Programs	0	0	0	0	0
00-7-70-76-39.05	Program Funds	0	0	0	0	0
00-7-70-76-39.06	Sailing Program	0	0	0	0	0
00-7-70-76-39.07	School Vacation Camps	0	0	0	0	0
00-7-70-76-39.08	Summer Camp Operations	-4,000.00	5,035.31	-5,000.00	1,735.75	5000
00-7-70-76-39.09	Summer Programs	-2,000.00	852	-1,000.00	0	1000
00-7-70-76-39.30	Winter Programs	-500	337.98	-500	0	500
00-7-70-76-60.00	Equipment Repair	0	0	0	0	0

00-7-70-76-70.00	New Equipment	-500	234.01	-500	0	-500	0	500
00-7-70-76-90.00	NEKA Grant	0	0	0	0	0	0	0
00-7-70-76-99.00	COVID-10 Refunds	0	0	0	0	0	0	0
00-7-70-77-26.00	GP Playground Project Advertising	0	0	0	0	0	0	0
00-7-70-78-10.00	GARDNER PARK Salaries	-69,758.00	6,544.69	-57,523.00	12,875.73	0	0	59248.69
00-7-70-78-10.01	OverTime	0	0	0	0	0	0	0
00-7-70-78-10.02	On-Call Pay	0	0	0	0	0	0	0
00-7-70-78-10.04	Field Preparation	0	0	0	0	0	0	0
00-7-70-78-10.05	Seasonal Maint Staff	0	680.13	-1,000.00	245	0	0	1000
00-7-70-78-10.06	GP Administration staff	0	0	0	0	0	0	0
00-7-70-78-10.07	Gardner Park Operations	-18,000.00	61,034.06	-20,000.00	11,203.05	0	0	20000
00-7-70-78-10.08	Labor - Waste Disposal	0	0	0	0	0	0	0
00-7-70-78-10.09	Playground Proj Labor	0	0	0	0	0	0	0
00-7-70-78-10.14	Health Ins Opt Out	0	0	0	0	0	0	0
00-7-70-78-10.30	Cleaning Rinks	0	0	0	0	0	0	0
00-7-70-78-10.31	Cleaning Building	0	0	0	0	0	0	0
00-7-70-78-10.32	Admin/Supervise Skate Rks	0	0	0	0	0	0	0
00-7-70-78-11.00	Social Security	-6,714.00	5,469.12	-5,930.51	1,818.66	0	0	6000
00-7-70-78-13.00	Health Insurance	-16,337.00	13,186.07	-12,624.00	3,163.12	0	0	12884.88
00-7-70-78-13.01	Dental/Vision Ins.	0	0	0	0	0	0	0
00-7-70-78-13.02	Life/AD&D/Disability	-600	502.44	-600	83.74	0	0	600
00-7-70-78-14.00	Muni Retirement	-6,104.00	5,371.93	-5,177.07	1,840.90	0	0	5500
00-7-70-78-15.00	Gardner Park Attire	-200	900.26	-250	66.49	0	0	250
00-7-70-78-16.00	Unemployment	-200	143.12	-200	95.76	0	0	200
00-7-70-78-17.00	Worker's Comp	-3,300.00	4,282.53	-3,876.00	2,470.12	0	0	4500
00-7-70-78-18.00	HRA Expense	-700	0	-750	0	0	0	750
00-7-70-78-20.00	Operating Supplies	-3,000.00	3,264.44	-3,000.00	921.2	0	0	3000
00-7-70-78-30.00	Utilities	-4,000.00	4,655.89	-3,000.00	1,623.94	0	0	4600
00-7-70-78-31.00	Communications	-3,000.00	2,491.92	-1,669.00	727.44	0	0	2750
00-7-70-78-32.00	Fuel Oil	-2,500.00	1,404.38	-2,750.00	0	0	0	2000
00-7-70-78-34.00	Solid Waste Disposal	-1,400.00	1,445.56	-2,000.00	481.46	0	0	2500
00-7-70-78-35.00	Gasoline	-2,250.00	2,729.69	-2,500.00	971.74	0	0	0
00-7-70-78-37.00	Flooding Rinks	0	0	0	0	0	0	0
00-7-70-78-39.00	Community Forest Program	-1,000.00	1,010.24	-500	0	0	0	0
00-7-70-78-42.00	Playground Proj Engineer	0	0	0	0	0	0	0
00-7-70-78-45.00	Contracted Services	0	1,103.37	0	-230	0	0	1000
00-7-70-78-46.00	Pest Control	-160	1,229.32	-250	255	0	0	0
00-7-70-78-55.00	Ice Rink Maintenance- playground proj. materials	-5,000.00	47,933.06	-5,000.00	2,997.19	0	0	0
00-7-70-78-60.00	Equipment Maintenance-vehicle maintenance	-2,500.00	9,920.78	-3,500.00	2,596.58	0	0	5000

00-7-70-78-62.00	Small Tools & Equipment	-1,000.00	454.93	-1,000.00	237.58	1000
00-7-70-78-70.00	New Equipment	-1,105.00	5,392.46	-1,000.00	0	1000
00-7-70-78-71.00	Improvements	-3,000.00	979.86	-3,000.00	320	3000
00-7-70-78-90.00	Building Svcs Grant	0	0	0	0	0
00-7-70-78-93.00	Lease Equipment	-1,000.00	3,268.99	-2,750.00	2,000.00	3500
00-7-70-78-99.00	Other Expenses	0	0	0	0	1000
00-7-70-78-39.00	GP resale of goods	1000	-1010	0	0	0
00-7-70-79-	WATERFRONT	0	0	0	0	0
00-7-70-79-10.00	Dock Admin/Harbormaster	-27,040.00	16,688.48	-54,204.00	16,861.52	57,456.24
00-7-70-79-10.01	Dock Admin Overtime	0	0	0	1,471.84	0
00-7-70-79-10.03	On-Call Pay	0	0	0	0	0
00-7-70-79-10.06	Gateway Maintenance/ change to Dock Operations	-17,000.00	12,456.02	-22,000.00	10,118.02	31000
00-7-70-79-10.07	AIS Management/Greeters	0	6,641.78	-6,000.00	6,547.29	7500
00-7-70-79-10.08	Rubbish Removal	0	0	0	0	0
00-7-70-79-10.09	Seasonal Dock Staff	0	0	0	0	0
00-7-70-79-10.10	Holiday	0	0	0	625.2	0
00-7-70-79-10.11	Sick Pay	0	0	0	0	0
00-7-70-79-10.12	Vacation	0	0	0	1,364.40	0
00-7-70-79-10.14	Health Ins Opt Out	0	0	0	0	0
00-7-70-79-11.00	Social Security	-3,370.00	1,788.02	-6,135.60	2,693.06	6300
00-7-70-79-13.00	Health Insurance	0	0	-12,624.00	0	12884.88
00-7-70-79-13.01	Dental/Vision Ins.	0	482.47	0	59.46	75
00-7-70-79-13.02	Life/AD&D/Disability	0	31.44	0	5.24	50
00-7-70-79-14.00	Muni Retirement	0	0	-4,878.36	1,829.07	5314
00-7-70-79-16.00	Unemployment	-200	143.12	-200	95.76	0
00-7-70-79-17.00	Workman's Comp	-1,800.00	2,245.11	-4,110.00	958.44	4110
00-7-70-79-18.00	HRA Expense	0	0	0	0	0
00-7-70-79-20.00	Operating Supplies	-2,000.00	1,354.21	-2,000.00	1,329.48	2000
00-7-70-79-22.00	Software	-1,500.00	442	-500	458	500
00-7-70-79-27.00	PPE & Attire	-200	0	-250	75.99	250
00-7-70-79-30.00	Utilities	-13,200.00	19,604.02	-14,500.00	3,772.29	20000
00-7-70-79-31.00	Communications	-3,000.00	3,192.59	-3,500.00	962.69	3500
00-7-70-79-34.00	Solid Waste Disposal	-4,000.00	4,176.50	-3,250.00	1,590.08	4250
00-7-70-79-35.00	Resale Gasoline	-55,000.00	26,664.38	-45,000.00	38,379.11	50000
00-7-70-79-39.00	WF Resale Goods	-1,000.00	1,242.11	-750	0	750
00-7-70-79-46.00	Pest Control	-990	1,454.10	-1,750.00	1,026.21	1500
00-7-70-79-55.00	Repair & Maint Supplies	-5,000.00	8,139.68	-5,250.00	1,612.70	5250
00-7-70-79-60.00	Repair & Maintenance	-4,000.00	3,262.40	-3,500.00	194	3500
00-7-70-79-62.00	WF Small Tools & Equip	-400	63.32	-250	0	250
00-7-70-79-70.00	New Equipment	-500	434.65	-250	719.01	500

Account	Description	FY25 Budget	FY25 Actual	FY26 Budget	FY26 Actual ToDate	FY27 Proposed Budget
(FF-T-UU-DD-00.SS)						
00-6-45-41- .	FIRE DEPT INCOME	0.00	0.00	0.00	0.00	0.00
00-6-45-41-01.00	Phish Concert Repayment	0.00	0.00	0.00	0.00	0.00
00-6-45-41-02.00	VT Com Foundation 2024441	0.00	0.00	0.00	-20,000.00	0.00
00-6-45-41-03.00	2010 Fire Truck Bond	0.00	0.00	0.00	0.00	0.00
00-6-45-41-04.00	New Heavy Rescue Vehicle	0.00	0.00	0.00	0.00	0.00
00-6-45-41-05.00	Coventry Capital Share	29,000.00	-30,452.48	29,000.00	0.00	35,000.00
00-6-45-41-06.00	Proceeds Fr Fire Trk Bond	0.00	0.00	0.00	-868,448.00	0.00
00-6-45-41-07.00	USDA-RD Grant	0.00	0.00	0.00	0.00	0.00
00-6-45-41-08.00	Coventry Revenue	0.00	0.00	0.00	0.00	0.00
00-6-45-41-09.00	Insurance Claims	0.00	0.00	0.00	0.00	0.00
00-6-45-41-10.00	H Sec Com (189) 11.555	0.00	0.00	0.00	0.00	0.00
00-6-45-41-11.00	VLCT Equip. Grant	0.00	0.00	0.00	0.00	0.00
00-6-45-41-12.00	VT FEMA 83.552	0.00	0.00	0.00	0.00	0.00
00-6-45-41-13.00	FEMA Homeland 97.044	0.00	0.00	0.00	0.00	0.00
00-6-45-41-14.00	VT Dept Pub Safety 83.565	0.00	0.00	0.00	0.00	0.00
00-6-45-41-15.00	State Homeland Sec 97.073	0.00	0.00	0.00	0.00	0.00
00-6-45-41-16.00	Fire Dept-Labor & Materia	0.00	0.00	0.00	0.00	0.00
00-6-45-41-17.00	Fire Dept-Miscellaneous	3,000.00	-4,051.02	3,000.00	-25.00	0.00
00-6-45-41-18.00	Emergency SL50 Grant	0.00	0.00	0.00	0.00	0.00
00-6-45-41-19.00	Dry Hydrants Grant	0.00	0.00	0.00	0.00	0.00
00-6-45-41-20.00	Jeffords Grant (Fed)	0.00	0.00	0.00	0.00	0.00
00-6-45-41-21.00	AOT Equipment Loan	0.00	0.00	0.00	0.00	0.00
00-6-45-41-22.00	Homeland Sec 11.555 (Fed)	0.00	0.00	0.00	0.00	0.00
00-6-45-41-23.00	Donations	0.00	0.00	0.00	0.00	0.00
00-6-45-41-24.00	Ice Boat Donations	0.00	0.00	0.00	0.00	0.00
00-6-45-41-25.00	USDA Ice Boat Grant (Fed)	0.00	0.00	0.00	0.00	0.00
	TOTAL INCOME	32,000.00	-34,503.50	32,000.00	-888,473.00	35,000.00
00-7-45- . .	FIRE DEPARTMENT	0.00	0.00	0.00	0.00	0.00
00-7-45-40- .	FD SALARIES & BENEFITS	0.00	0.00	0.00	0.00	0.00
00-7-45-40-10.00	Salaries	-81,110.00	76,664.77	-100,790.76	30,585.53	-110,000.00

00-7-45-40-11.00	Social Security	-6,205.00	5,789.99	-7,660.00	2,338.82	-8,415.00
00-7-45-40-13.00	Health Insurance	-23,730.00	0.00	-12,624.00	0.00	-2,600.00
00-7-45-40-13.01	Dental/Vision Ins.	0.00	0.00	0.00	0.00	0.00
00-7-45-40-13.02	Life/AD&D/Disability	-600.00	240.45	-87.40	96.18	-577.08
00-7-45-40-14.00	Retirement	-4,910.00	1,875.21	-4,950.00	1,814.46	-5,087.50
00-7-45-40-15.00	Chief Work Attire	-300.00	0.00	-300.00	0.00	-300.00
00-7-45-40-16.00	Unemployment	-200.00	143.12	-137.44	95.76	-230.00
00-7-45-40-17.00	Fire Dept W/Comp	-10,900.00	4,909.98	-7,900.00	4,468.21	-9,489.39
00-7-45-40-18.00	HRA Expense	0.00	0.00	0.00	0.00	0.00
00-7-45-41- .	FD OPERATIONS	0.00	0.00	0.00	0.00	0.00
00-7-45-41-20.00	Operating Supplies	-500.00	561.72	-500.00	137.39	-500.00
00-7-45-41-23.00	Other Expense	-5,600.00	3,562.44	-5,833.20	864.85	-5,800.00
00-7-45-41-25.00	Postage	0.00	94.68	0.00	18.97	-100.00
00-7-45-41-27.00	Personnel Equipment	-16,500.00	21,358.94	-15,000.00	4,421.87	-20,000.00
00-7-45-41-28.00	Other Equip Maintenance	-4,000.00	730.53	0.00	603.67	0.00
00-7-45-41-30.00	Utilities	-4,000.00	5,362.77	-4,000.00	1,242.08	-6,000.00
00-7-45-41-31.00	Communications	-5,000.00	5,743.02	-10,800.00	1,352.41	-5,100.00
00-7-45-41-48.00	Insurance	-10,450.00	8,878.16	-12,065.83	6,072.72	-12,097.00
00-7-45-41-98.00	Coventry Expense	0.00	0.00	0.00	0.00	0.00
00-7-45-41-99.00	Other Expense	0.00	43.77	0.00	0.00	0.00
00-7-45-41-99.19	COVID-19 Expense	0.00	0.00	0.00	0.00	0.00
00-7-45-42- .	FD EQUIPMENT	0.00	0.00	0.00	0.00	0.00
00-7-45-42-27.00	SCBA Maintenance	0.00	0.00	0.00	1,823.72	0.00
00-7-45-42-32.00	Fuel Oil	-6,600.00	7,564.20	-6,600.00	0.00	-8,000.00
00-7-45-42-35.00	Gasoline	-5,200.00	3,539.12	-5,200.00	1,099.90	-5,200.00
00-7-45-42-55.00	Repair & Maintenance Supp	-600.00	1,430.25	-600.00	437.14	-1,000.00
00-7-45-42-60.00	Repair & Maintenance Supp	-21,400.00	46,332.81	-21,800.00	18,935.58	-40,000.00
00-7-45-42-70.00	Equipment	-10,200.00	18,445.58	-15,000.00	6,139.35	-15,000.00
00-7-45-42-90.01	Dry Hydrants	0.00	0.00	0.00	0.00	0.00
00-7-45-42-90.02	FEMA Dept Pub Saf 83.565	0.00	0.00	0.00	0.00	0.00
00-7-45-42-90.03	FEMA VT 83.552	0.00	0.00	0.00	0.00	0.00
00-7-45-42-90.04	Fire Fighters Grant	0.00	0.00	0.00	0.00	0.00
00-7-45-42-90.05	H Sec Com (189) 11.555	0.00	0.00	0.00	0.00	0.00
00-7-45-42-90.06	Homeland Sec (Fed)97.064	0.00	0.00	0.00	0.00	0.00
00-7-45-42-90.07	Homeland Sec 11.555 (Fed)	0.00	0.00	0.00	0.00	0.00

00-7-45-42-90.08	Ice Boat USDA (Fed)53.010	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-42-90.09	Jeffords Gnt (Fed) 14.246	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-42-90.10	State Homeland Sec 97.073	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-42-95.00	2013 Heavy Rescue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-43- .	FIRE STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-43-55.00	Repair & Maintenance	-1,800.00	6,251.25	-15,000.00	1,604.33	-15,000.00	-15,000.00	0.00
00-7-45-43-70.00	New Fire Station	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-43-71.00	Pave Yard	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-46- .	Fire Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-46-10.00	Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-46-20.00	Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-7-45-46-23.00	Other Expenses	0.00	0.00	-2,000.00	495.49	-2,000.00	-2,000.00	0.00
	TOTAL EXPENSES	-219,805.00	219,522.76	-248,848.63	84,648.43	-248,848.63	-272,495.97	

Memo: 11/13/25

To: Council regarding Process for City Manager Search

From: The Mayor

Council Members,

I have placed an item on the agenda for Monday, November 17th to start our conversation about hiring a City Manager. We have done a great deal of work to deal with the immediate challenges that confronted us as the newly formed Council began its work in March. With significant help from the first two Task Forces we created and from NEMRC and Chip Stearns, we have managed the immediate financial crisis. With help from Chip and our Department Heads and the staff in our Treasurer's office, we have completed a successful Audit and nearly completed the reform of our outdated General Ledger Chart of Accounts. With guidance from Carter and the Finance Task Force, we have begun a process of updating policies to create internal controls. We have filled the Financial and Office Admin position with Kari, who is extremely competent and who has worked with our team to institute a new budgeting process that we will begin considering this evening. Finally, with help from the Newport Downtown Development Team, we have made significant progress to lay the foundation for implementing the Detailed Master Plan passed eleven months ago by the Council.

As I have mentioned several times in Council meetings, we have looked to the leadership from the City of St. Albans for advice in almost all of these matters. Tim Smith (Mayor), Dominic Cloud (City Manager), Sarah Macy (Director of Finance and Administration), and Chip Sawyer (Director of Planning and Development) have all been extremely helpful and have regularly made themselves available for consultation, and their advice has been invaluable.

I have been in a conversation with Dominic Cloud about whether he would be willing to take on the work of guiding our search for a new City Manager. I believe he is uniquely qualified to help Newport find highly qualified candidates to manage our City in the current moment, in part because I think our situation so closely mirrors the one that Dominic confronted when he began his work in St. Albans fifteen years ago.

While attending White and Burke's Economic Development Conference in Burlington two weeks ago, I was able to sit with Dominic for a half hour to explore this possibility. He regularly performs City Manager searches for other Cities and Towns, and he would be willing to explore the possibility of a contract with the City of Newport for our own search. He tells me that we should plan on a six-month long process to carry out a search, and hopefully to have a qualified candidate accept an offer and be on the

ground as our City Manager. In other words, if we want to have a new City Manager as the new fiscal year begins, which seems like a good goal, we should be starting that process very soon.

With Council's permission, I would like to go back to Dominic to put together a contract for his services for the Council to consider by mid-December with the hope that we could begin our work with him in early January. He tells me that work would likely begin with one or more visits to Newport to meet with Council. I would welcome the involvement of an additional Council member in that process.

I look forward to discussing this matter together on Monday night.

Rick

Memo: 11/13/25

To: Council

Re: Consideration of Charter Review and Reform

From: The Mayor

Council Members,

I have made no secret regarding my growing conviction that the City should modernize our City Charter. When we began our work together in March, I believed that we would probably have to wait to take this on because there were so many other urgent tasks before us. I have changed my view on this for the following reasons:

1. The language is archaic and needlessly difficult to read and understand.
2. Parsing words and arguing about their meaning has been a significant distraction to the council. Clear language will, in my judgment, help the Council and Community Residents to have thoughtful discussions about matters of substance rather than arguing about the meaning of language that is obscure or dated.
3. The City's financial matters have become increasingly complex over the years and I believe that we should follow best practices of sister cities that have moved from electing clerks and treasurers to appointing them. This will allow a careful vetting of the qualifications of future candidates to ensure that they have the right skill sets to do the work. To be entirely clear, this would apply to decisions regarding staffing this office. It would not impact the term of our current Clerk/Treasurer who was elected in March to a three-year term.
4. The proposed language would make clear that we are a Council/Manager form of government in which the Council sets direction and provides financial and policy oversight while the City Manager administrates all operations of the City. Given our recent history, that clarity will go a long way in helping us to attract qualified candidates to the position of City Manager.
5. Without giving up the rights of the Council to set policy for the City, we can defer to State Statutes on specific matters in a way that will allow for clarity and consistency over time. In this document, we have followed best practices of sister cities.
6. This draft proposes no change to the way that we elect our Council nor to the current relationship between Mayor and Council in terms of decision-making. It offers clear language to describe current practice.
7. This document proposes no change to the requirement that any debt obligation of the city that extends beyond a year will need to be considered and approved

by the voters. It refers to state statute regarding appropriate limitations on total debt obligations.

8. This document allows for the possibility that the City may choose to ask voters for permission to institute a local options tax. It does not give approval for such a tax, which would have to be approved by the voters. Local Options Taxes are now becoming a standard practice among proactive cities that seek funding to carry out critical important community projects like a new police department building or a new rec center or any number of other projects the City Residents may choose to take on.

I know that there are highly invested community residents who have concerns about these matters. Several of them have spoken out at recent meetings. I mean it when I say that I respect their opinions and I have listened carefully to their concerns, but I do not find them compelling in light of the challenges that our current charter presents and given my personal commitment to transparency in City Government. In my judgment that transparency includes the right of our community residents to have a Charter that is clear, concise and understandable to the average reader.

At my request, Council Member John Monette has put considerable time and effort into the project of creating a draft of a new charter for consideration by both the Council and members of the community. The process that we followed, at John's suggestion, was as follows:

1. I started with two primary documents – the City of Essex Junction Charter as a template for an understandable document that has recently been vetted and approved by the State Legislature, and the City of Newport Charter to ensure that key provision and traditional ways of operating – particularly with regard to the election, make-up and function of City Council – would be preserved.
2. With specific additions from the Cities of St. Albans Charter and the City of Montpelier Charter, I created a rough draft that I thought captured the specific items that Newport needs to address.
3. Using my draft, John made a number of substantive changes to the content based on his own reading of a variety of charters, and he researched and added appropriate legal citations to State Statute while also ensuring that the document did not include specific references from other cities' documents that were inappropriate in a Newport City Charter.

The result is the document that we are sharing with Council for consideration beginning at our Council Meeting on November 17th, which would then start the following process:

1. On November 17th, Council Members can ask clarifying questions of John, including asking him to research any matters you would like to better understand. I do not intend to take comments from Community Residents on the 17th in order

- to give sufficient time for a greater number of Community Residents to read and absorb the material before opening a conversation about proposed language.
2. If Council agrees to take up this matter, the meeting on December 1st would include significant time for both Council Members and Community Residents to share their thoughts and raise questions or concerns.
 3. If Council agrees to take the next step, we would then share the draft coming out of that meeting with Legal Counsel. Our attorneys at SP and F have said that they would be willing to prioritize a review of the document during the month of December.
 4. On Monday, January 5th, assuming that our attorneys have been able to complete their review, the Council will have the opportunity to consider their comments.
 5. On Saturday, January 10th, assuming the Council chooses to move ahead with the process, there would be an extended period of time for public consideration of the new charter.
 6. On Monday, January 26th, Council will have the opportunity to either approve the draft for consideration by the voters on March 3rd, or to decide to take further time for consideration as a Council (which would preclude the item being on the ballot on March 3rd).
 7. During the month of February, assuming the Council has warned the language for the new Charter for the March 3rd ballot, it will be included as a part of a public hearing regarding all matters to be on the ballot to answer questions that the voters may have.
 8. If the proposed language for the Charter is approved by the voters on March 3rd, the document would go to the State Legislature with a request that they take up the matter during their 2026 legislative session.
 9. If approved by the legislature, the new Charter will then take effect.

Finally, I want to assure Council Members that we have spent almost no money on the process of creating this draft. I have had two conversations with David Rugh, our lead Attorney at SP and F regarding the proposed process and the viability of this timeline, including whether they would be able to make time for their review in the month of December. Both those conversations were a part of my semi-regular check-in with City Attorneys, and neither lasted more than 15 minutes nor required any research on the part of SP and F.

I look forward to hearing your thoughts about the process and considering whether we should move forward with the next step in the process as outlined above.

Rick

CHARTER PROPOSAL – NOVEMBER 12, 2025 DRAFT

CHARTER PROPOSAL – NOVEMBER 12, 2025 DRAFT	1
Subchapter 1: INCORPORATION AND POWERS OF THE CITY	2
§ 101. Corporate existence retained	2
§ 102. General powers; law	3
§ 103. Specific powers	3
§ 104. Reservation of powers	4
§ 105. Form of government	4
Subchapter 2: GOVERNANCE STRUCTURE	4
§ 201. Powers and duties of City Council	4
§ 202. Composition of City Council and terms of office	5
§ 203. Mayor	5
§ 204. Commencement of terms; Election of City Council President	6
§ 205. Vacancy in office	6
§ 206. Recall	6
§ 207. Compensation	7
§ 208. Conflict of interest; prohibitions	7
§ 209. Council meetings and procedure	7
§ 210. Appointments	8
Subchapter 3: CITY MANAGER	8
§ 301. Manager; appointment and hiring	8
§ 302. Powers of Manager	8
§ 303. Manager; removal; hearing	10
§ 304. Vacancy in office of City Manager	11
Subchapter 4. City Clerk and Treasurer	11
§ 401. Completion of elected term	11
§ 402. Appointment	11
Subchapter 5: CITY MEETINGS	12
§ 501. City meetings and elections	12
Subchapter 6: ORDINANCES	12

§ 601. Adoption of ordinances	12
§ 602. Public hearing	12
§ 603. Effective date	13
§ 604. Rescission of ordinances	13
§ 605. Petition for enactment of ordinance; special meeting	13
Subchapter 7: BOARDS AND COMMISSIONS	14
§ 701. Board of Civil Authority	14
§ 702. Board of Abatement of Taxes	14
§ 703. Planning Commission	14
§ 704. Development Review Board	14
§ 705. Harbor Commission	15
§ 706. Other boards, committees and task forces	15
Subchapter 8: ADMINISTRATION	15
§ 801. Real estate assessor	15
§ 802. Officers' and employees' bonds	15
Subchapter 9: BUDGET PROCESS	16
§ 901. Fiscal year	16
§ 902. Annual City budget	16
§ 903. City Council action on budget	16
§ 904. Budget meeting; warning	17
§ 905. Appropriation and transfers	17
§ 906. Amount to be raised by taxation	18
Subchapter 10: TAXATION	18
§ 1001. Taxes on real property	18
§ 1002. Interest and penalty	18
§ 1003. Assessment and taxation agreement	18
§ 1004. Local option tax	18
Subchapter 11: GENERAL PROVISIONS	19
§ 1101. Savings clause	19
§ 1102. Severability	19

Subchapter 1: INCORPORATION AND POWERS OF THE CITY

§ 101. Corporate existence retained

Notwithstanding the provisions of any other municipal charter, the City of Newport, as constituted by 1917 Acts and Resolves No. 273, as amended by 1949 Acts and Resolves No. 316, continues to be a municipal corporation within the State of Vermont.

§ 102. General powers; law

Except as modified by the provisions of this charter, or by any lawful regulation or ordinance of the City of Newport, all provisions of the laws of the State of Vermont applicable to municipal corporations shall apply to the City of Newport.

§ 103. Specific powers

(a) The City of Newport shall have all the powers granted to cities and municipal corporations by the Constitution and laws of the State of Vermont together with all the implied powers necessary to carry into execution all the powers granted, and it may enact ordinances not inconsistent with the Constitution and laws of the State of Vermont or with this charter.

(b) The City of Newport may acquire real and personal property within or without its corporate limits for any municipal purpose, including storm water collection and disposal; waste water collection and disposal; solid waste collection and disposal; provision of public water supply; provision of public parks and recreation facilities; provision of municipal facilities for office, fire protection, and police protection; provision of public libraries; provision of public parking areas; provision of sidewalks, bicycle paths, and green strips; provision of public roadways; provision of public view zones and open spaces; provision to prepare land for redevelopment through sale to private developers; and such other purposes as are addressed under the laws of the State of Vermont.

(c) The City of Newport may acquire such property in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation and may sell, lease, mortgage, hold, manage, and control such property as its interest may require.

(d) The City of Newport may exercise any of its powers or perform any of its functions and may

participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with other Vermont municipalities, the State of Vermont, any one or more subdivisions or agencies of the State or the United States.

(e) In this charter, mention of a particular power shall not be construed to be exclusive or to restrict the scope of the powers that the City of Newport would otherwise have if the particular power were not mentioned.

§ 104. Reservation of powers

Nothing in this charter shall be construed as in any way to limit the powers and functions conferred upon the City of Newport and the City Council by general or special enactments in force or effect or hereafter enacted, and the powers and functions conferred by this charter shall be cumulative and in addition to the provisions of such general or special enactments.

§ 105. Form of government

The municipal government provided by this charter shall be known as council-manager form of government. Pursuant to its provisions and subject only to the limitations imposed by the Vermont Constitution and by this charter, all powers of the City of Newport shall be vested in an elected City Council which shall include four Council Members and a Mayor, and which shall enact ordinances, codes, and regulations; adopt budgets; determine policies; and appoint the City Manager, who shall enforce the laws and ordinances and administer the government of the City. All powers of the City shall be exercised in the manner prescribed by this charter or prescribed by ordinance.

Subchapter 2: GOVERNANCE STRUCTURE

§ 201. Powers and duties of City Council

(a) The members of the City Council shall constitute the legislative body of the City of Newport for all purposes required by statute and, except as otherwise provided in this charter, shall have all the powers and authority given to and perform all duties required of City legislative bodies or Councils under the laws of the State of Vermont.

(b) Within the limitations of the foregoing, the City Council shall have the power

to: (1) Appoint, supervise and remove the City Manager.

(2) Create, change, and abolish offices, commissions, or departments other than the offices, commissions, or departments established by this charter.

(3) Appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter.

(4) Provide for an independent audit by a certified public accountant.

(5) Inquire into the conduct of any officer, commission, or department and investigate any and all municipal affairs.

(6) Authorize the sale or lease of any real estate or personal property belonging to the City.

(7) Exercise every other power that is not specifically set forth herein but that is granted to city councils or municipal legislative bodies by the laws of the State of Vermont.

§ 202. Composition of City Council and terms of office

(a) There shall be a City Council consisting of five persons: a Mayor and four Council Members.

(b) All members of the City Council shall reside within the boundaries of the City of Newport and shall be elected by the qualified voters.

(c) The term of office of all persons on the City Council shall be two years. Terms shall be staggered, so that two members and the Mayor are elected in odd-numbered years, and the other two members are elected in even numbered years.

§ 203. Mayor

(a) The Mayor shall be the head of the City Government subject to provisions in this charter related to the City Manager. The Mayor shall use the Mayor's best efforts to see that the laws and the City ordinances are enforced, and that the duties of all subordinate officers are faithfully performed. The Mayor shall take care that the finances of the City are properly managed, and shall bring before the City Council public issues relevant to the affairs of the City. The Mayor shall preside at all City Council meetings with the powers of moderator, shall have a voice in City Council meetings in accordance with Council rules and procedures, and shall be entitled to a vote in the circumstances set forth in this charter.

(b) The Mayor may veto any action passed by the City Council, provided that documentation of the veto and an explanation of the reasons for it are provided to the Council in writing at least three days before the next regular Council meeting. Any veto by the Mayor can be overridden by a vote of three or more Council members at the next regular City Council meeting.

§ 204. Commencement of terms; Election of City Council President

The terms of elected officers shall commence as soon as new members are sworn into office by the City Clerk at a duly warned meeting immediately following the election at which the certification of votes shall be announced as the first order of business. At the first regular or special meeting following the annual City meeting the Council shall, by majority vote of the entire Council, organize and appoint a President who shall assume the duties of the Mayor as requested or necessary when the Mayor is unable to carry out those duties.

§ 205. Vacancy in office

If the Mayor dies, resigns, is incapacitated or ceases to be a resident of the City, the President of the Council shall serve as acting Mayor until either the next annual election or the date of a special city meeting called for by legal petition of the voters for the purpose of an election to fill the position. Incapacity shall be determined by a vote of the Council. If a Council member other than the Mayor dies, resigns, is incapacitated or ceases to be a resident of the City, the remaining members of the Council shall appoint a person to fill that position until either the next annual election or the date of a special city meeting called for by legal petition of the voters for the purpose of an election to fill the position. Incapacity shall be determined by a vote of the Council. Incapacity shall include the failure by any member of the Council to attend at least one half of the meetings of the Council in any calendar year. At the next annual election, the vacancy shall be filled and the person so elected shall serve for the remainder of the term of office. If the Council is unable to agree upon an interim replacement until the next annual City election, a special election shall be held forthwith to fill the position.

§ 206. Recall

Any elected officer of the City may be recalled from office as follows:

(a) A petition signed by not less than fifteen percent of the registered voters of the City shall be filed with the City Clerk requesting a vote on whether the elected officer shall be removed from office.

(b) The City Council shall call a special City meeting to be held within 45 days of receiving the petition to vote on whether the elected officer shall be removed.

(c) The official shall be removed only if at least as many registered voters of the City vote as voted in the election wherein the officer was elected, or at least one-third of the registered voters of the City vote, whichever is greater, and a majority of that number vote for removal.

(d) If the City votes for removal of an elected officer, the office shall thereupon become vacant and the City Council shall call a special meeting to be held within 45 days of the vote for removal to fill the vacancy until the term of the officer so removed expires.

§ 207. Compensation

(a) Compensation paid to the Council members shall be set by the voters at the annual meeting, with a minimum of \$1,500.00 a year each. Council members' compensation must be set forth as a separate item in the budget presented to the annual meeting. Council members may choose to forgo the compensation or a portion of the compensation.

(b) The City Council shall fix the compensation of all appointees and the City Manager. The Council shall review, approve, and ratify any collective bargaining agreements, which may be negotiated or fixed by the Manager or their designee.

§ 208. Conflict of interest; prohibitions

(a) No Council member shall hold any other compensated City position or employment during the term for which they were elected to the Council, unless allowed by the laws of the State of Vermont. A Council member may be appointed to represent the City on other boards, except as limited by the laws of the State of Vermont.

(b) Neither the Council nor any of its members shall in any manner dictate the appointment, supervision or removal of any City administrative officers or employees whom the City Manager or any of the Manager's subordinates are empowered to appoint. The Council may discuss with the Manager the appointment and removal of such officers and employees in executive session.

(c) Except for the purpose of inquiries and investigations under Section 201(b)(5) of this charter, the Council and its individual members shall deal with the municipal officers and employees who are subject to the direction and supervision of the Manager solely through the

Manager, and neither the Council nor any of its members shall give orders to any such officer or employee, either publicly or privately.

§ 209. Council meetings and procedure

(a) As soon as possible after the election of the Mayor and Council, the Council shall fix the time and place of its regular meetings, and such meetings shall be held at least once a month.

(b) The Council shall determine its own rules and order of business. The Mayor shall set the agenda for Council meetings with advice from Council Members, the City Manager, the Clerk, and the Treasurer.

(c) The presence of three members of the Council, including the Mayor, shall constitute a quorum. Three affirmative votes shall be necessary to take binding Council action. The Mayor shall vote only in the instances where the Mayor's presence is necessary to attain the quorum or in those instances where it is necessary to break a tie vote among Council members.

(d) The Council shall keep and post appropriate records of their meetings in accordance with the requirements of the laws of the State of Vermont, including the "Open Meeting Law."

(e) All meetings of the Council shall be open to the public unless, by an affirmative vote of the majority of the members present, the Council shall vote that any particular session shall be an executive session or deliberative session in accordance with Vermont's Open Meeting Law.

§ 210. Appointments

The Council shall appoint the members of all boards, commissions, committees, or similar bodies unless specifically provided otherwise by this charter. The terms of all appointments shall commence on the day after the day of appointment unless the appointment is to fill a vacancy in an office, in which case the term shall commence at the time of appointment.

Subchapter 3: CITY MANAGER

§ 301. Manager; appointment and hiring

The Council shall appoint a City Manager under and in accordance with the laws of the State of Vermont.

§ 302. Powers of Manager

(a) The Manager shall be the chief administrative officer of the City of Newport. The Manager shall be responsible to the Council for the administration of all City affairs placed in the Manager's charge by or under this charter. The Manager shall have the following powers and duties in addition to those powers and duties delegated to municipal managers under the laws of the State of Vermont.

(b) With the exception of the positions of City Clerk and City Treasurer who shall be appointed by City Council, the Manager shall appoint and, when the Manager deems it necessary for the good of the service, suspend or remove all City of Newport employees and other employees provided for by or under this charter for cause except as otherwise provided by law, this charter, collective bargaining unit contracts, or personnel rules adopted pursuant to this charter. The Manager shall consult with Council in executive session of a duly-warned council meeting before exercising the Manager's sole authority to suspend or remove the Treasurer, Clerk or any other staff member at the level of department chief or director. The Manager may authorize any employee who is subject to the Manager's direction and supervision to exercise these powers with respect to subordinates in that employee's department, office, or agency. There shall be no discrimination in employment, in accordance with applicable State and federal laws, including 21 V.S.A. § 495. Subject to the terms of any applicable collective bargaining unit contract, appointments, lay-offs, suspensions, promotions, demotions, and removals shall be made primarily on the basis of training, experience, fitness, and performance of duties, in such manner as to ensure that the responsible administrative officer may secure efficient service.

(c) The Manager shall direct and supervise the administration of all departments, offices, and agencies of the City of Newport except as otherwise provided by this charter or by law.

(d) Subject to Council approval, the Manager shall engage a city attorney and shall engage special attorneys as needed.

(e) The Manager or a staff member designated by the Manager shall attend all Council meetings and shall have the right to take part in discussion and make recommendations but may not vote. The Council may meet in executive session without the Manager for discussion of the Manager's performance or if the Manager is the subject of an investigation pursuant to subdivision 201(b)(5) of this charter.

(f) The Manager shall see that all laws, provisions of this charter, and acts of the Council, subject to enforcement by the Manager or by officers subject to the Manager's direction and

supervision, are faithfully executed.

(g) The Manager shall prepare and submit the annual budget and capital program to the Council.

(h) The Manager shall submit to the Council and make available to the public a complete report on the finances and administrative activities of the City of Newport as of the end of each fiscal year and at such other times as the City Council may require.

(i) The Manager shall make such other reports as the Council may require concerning the operations of the City of Newport's departments, offices, and agencies subject to the Manager's direction and supervision.

(j) The Manager shall keep the Council fully advised as to the financial condition and future needs of the City of Newport and make such recommendations to the Council concerning the affairs of the City of Newport as the Manager deems desirable.

(k) The Manager shall be responsible for the enforcement of all City of Newport ordinances and laws.

(l) When advisable or proper, the Manager may delegate to subordinate officers and employees of the City of Newport any duties conferred upon the Manager by this charter, the Vermont statutes, or the Council.

(m) The Manager shall perform such other duties as are specified in this charter, in State law or as may be required by the Council.

(n) Except as otherwise provided in this charter or in any applicable collective bargaining unit contract, the Manager shall fix the compensation of City employees.

(o) The Manager shall recommend appointment of the City Clerk and Treasurer to three year terms, subject to Council approval.

(p) The Manager shall serve as delinquent tax collector.

§ 303. Manager; removal; hearing

The Council may remove the Manager from office for cause in accordance with the following procedures:

(a) The Council shall adopt by affirmative vote of a majority of all its members a preliminary

resolution that must state the reasons for removal and may suspend the Manager from duty for a period not to exceed 45 days. Within three days after the vote, a copy of the resolution shall be delivered to the Manager.

(b) Within five days after a copy of the resolution is delivered to the Manager, the Manager may file with the Council a written request for a hearing; the hearing shall be in a public or executive session by choice of the Manager. This hearing shall be held at a special Council meeting not earlier than 15 days nor later than 30 days after the request is filed. The Manager may file with the Council a written reply not later than five days before the hearing.

(c) The Council may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the Manager, if the Manager has not requested a public hearing, or at any time after the public hearing, if the Manager has requested one.

§ 304. Vacancy in office of City Manager

The Council shall make appropriate arrangements to carry out the Manager's responsibilities if the Manager's position is vacant. The Manager may appoint a staff member to perform the Manager's duties if the Manager is absent due to disability, incapacitation, or vacation unless the Manager has previously appointed a staff member as assistant manager or deputy manager, who would automatically assume the Manager's responsibilities in the Manager's absence. If the Manager fails to make such designations, the Council may by resolution appoint an officer or employee of the City to perform the duties of the Manager until the Manager is able to return to duty.

Subchapter 4. City Clerk and Treasurer

§ 401. Completion of elected term

The incumbent elected City Clerk and City Treasurer shall continue to serve in those capacities through the expiration of the terms of office on March 7, 2028.

§ 402. Appointment

(a) Subsequent to March 7, 2028, the City Clerk and the City Treasurer shall be appointed by

the City Council with advice from the City Manager. The City Clerk and City Treasurer shall serve as an officer and employee of the City under the City Manager's administrative control.

(b) The same person may be appointed to both positions if the Council so chooses. The positions of City Clerk and City Treasurer shall be compensated at a level of compensation to be determined by the City Manager with the advice and consent of the Council.

(c) The City Clerk and City Treasurer shall be supervised by the City Manager who will set the terms of the job descriptions, taking into account all requirements of and duties imposed by the laws of the State of Vermont on municipal clerks and treasurers, including evaluation of the performance of said duties, and removal from office with notice and advice to the Council at an appropriately warned meeting of City Council. This advice to the Council may be given in open session or in executive session at the election of the Clerk or Treasurer.

Subchapter 5: CITY MEETINGS

§ 501. City meetings and elections

(a) The annual City meeting shall be held on the first Tuesday in the month of March, at which time the voters shall vote for the election of officers, the voting on the City budget, and any other business included in the warnings for the meetings. The agenda and all ballot items for the annual meeting shall be warned no later than January 31 of the same calendar year.

(b) Special City meetings shall be called in the manner provided by the laws of the State of Vermont.

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

Subchapter 6: ORDINANCES

§ 601. Adoption of ordinances

Ordinances shall be adopted in accordance with State law pursuant to 24 V.S.A. §§ 1972–1976, as amended, with the additional requirements noted in this subchapter.

§ 602. Public hearing

(a) The Council shall hold a minimum of one public hearing prior to the adoption of any ordinance.

(b) At the time and place so advertised, or at any time and place to which the hearing may from time to time be adjourned, the ordinance shall be introduced, and thereafter, all persons interested shall be given an opportunity to be heard.

(c) After the hearing, the Council may finally pass the ordinance with or without amendment, except that if the Council makes an amendment, it shall cause the amended ordinance to be published, pursuant to subsections (a) and (b) of this section with a notice of the time and place of a public hearing at which the amended ordinance will be further considered, which publication shall be at least three days prior to the public hearing. The Council may finally pass the amended ordinance or again amend it subject to the same procedures as outlined herein.

§ 603. Effective date

Every ordinance shall become effective sixty days after the date of its adoption.

§ 604. Rescission of ordinances

All ordinances shall be subject to rescission by a special or annual City meeting, as follows: If, within forty-four days after final passage by the Council of any such ordinance, a petition signed by voters of the City not less in number than five percent of the qualified voters of the City is filed with the City Clerk requesting its reference to a special or annual City meeting, the Council shall fix the time and place of the meeting, which shall be within 60 days after the filing of the petition, and notice thereof shall be given in the manner provided by law in the calling of a special or annual City meeting. Voting shall be by Australian ballot. An ordinance so referred shall remain in effect upon the conclusion of the meeting unless a majority of those present and voting against the ordinance at the special or annual City meeting exceeds five percent in number of the qualified voters of the City.

§ 605. Petition for enactment of ordinance; special meeting

(a) Voters of the City may at any time petition for the enactment of any proposed lawful ordinance by filing the petition, including the text of the ordinance, with the City Clerk. The Council shall call a special City meeting (or include the ordinance as annual meeting business) to be held within 60 days after the date of the filing, unless prior to the meeting the ordinance shall be enacted by the Council. The warning for the meeting shall state the proposed ordinance in full or in concise summary and shall provide for an Australian ballot vote as to its enactment. The ordinance shall take effect on the 10th day after the conclusion of the meeting, provided that voters, constituting a majority of those voting thereon, shall have voted in the affirmative.

(b) The proposed ordinance shall be examined by the City Attorney before being submitted to the special City meeting. The City Attorney is authorized, subject to the approval of the Council, to correct the ordinance so as to avoid repetitions, illegalities, and unconstitutional provisions and to ensure accuracy in its text and references and clarity and precision in its phraseology, but the City Attorney shall not materially change its meaning and effect.

(c) The provisions of this section shall not apply to any appointments of officers, members of commissions, or boards made by the Council or to the appointment or designation of Council, or to rules governing the procedure of the Council.

Subchapter 7: BOARDS AND COMMISSIONS

§ 701. Board of Civil Authority

The Board of Civil Authority shall be defined by 17 VSA § 2103(5).

§ 702. Board of Abatement of Taxes

The Board of Civil Authority shall constitute a Board of Abatement. The Board of Abatement shall meet and discharge its duties as required by the applicable laws of the State of Vermont.

§ 703. Planning Commission

There shall be a Planning Commission, and its powers, obligations, and operation shall be under and in accordance with the laws of the State of Vermont, as amended. Members will be

appointed by the City Council from among the qualified voters of the City. Members of the Commission shall not be permitted to serve simultaneously on City Council. The City Council shall have the authority pursuant to 24 V.S.A. § 4323(a) to set the number and terms of the Planning Commission members.

§ 704. Development Review Board

A Development Review Board shall be established, and its powers, obligations, and operation shall be under and in accordance with the laws of the State of Vermont, as amended. Members shall be appointed by the City Council for terms of three years from among the qualified voters of the City. Members of the Board shall not be permitted to serve simultaneously on City Council. Within the limits of applicable state law, the City Council shall have the authority to set the number of Board members.

§ 705. Harbor Commission

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

§ 706. Other boards, committees and task forces

The Council may from time to time establish, modify the charge and terminate other boards, committees and task forces, as may be necessary or beneficial for the administration of the affairs of the City. The composition of such boards, committees and task forces shall be established by the Council upon creation of the same. Unless authority is expressly conferred by State law, all such boards, committees and task forces shall be advisory only.

Subchapter 8: ADMINISTRATION

§ 801. Real estate assessor

In lieu of the election of listers, there shall be either a real estate assessor who is a certified real estate appraiser or an independent appraisal firm, headed by a certified real estate appraiser, appointed by the Manager that shall carry out the duties of assessor in the same manner, shall be subject to all of the same liabilities prescribed for listers under the laws of the State of

Vermont in assessing property within the City of Newport, and shall establish the grand list thereof and shall return such list to the City Clerk within the time required by Vermont law.

§ 802. Officers' and employees' bonds

On an annual basis, all officers and employees from whom bonds are required by law shall give bonds to the City, to the satisfaction of the Council, for the faithful discharge of their respective trusts. Such bond shall be given before the officer or employee concerned enters upon his or her duties. If the Council requires a bond with a fidelity company as surety, the City shall pay the

expense thereof. The City Manager may contract for one blanket bond to cover all City officers and employees required to furnish bonds.

Subchapter 9: BUDGET PROCESS

§ 901. Fiscal year

The fiscal year of the City shall begin on the first day of July and end on the last day of June of each calendar year. The fiscal year shall constitute the budget and accounting year as used in this charter.

§ 902. Annual City budget

With support from the finance department, the Manager shall submit to the Council a budget for review before the annual City Meeting or at such previous time as may be directed by the Council. The budget shall contain:

- (a) an estimate of the financial condition of the City as of the end of the fiscal year;
- (b) an itemized statement of appropriations recommended for current expenses, and for capital improvements, during the next fiscal year, with comparative statements of appropriations and estimated expenditures for the current fiscal year and actual appropriations and expenditures for the immediate preceding fiscal year;
- (c) an itemized statement of estimated revenues from all sources, other than taxation, for the next fiscal year and comparative figures of tax and other sources of revenue for the current and immediate preceding fiscal years;
- (d) a capital budget for not fewer than the next five fiscal years, showing anticipated

capital expenditures, financing, and tax requirements; and

(e) such other information as may be required by the Council.

§ 903. City Council action on budget

The Council shall review and approve the recommended budget with or without change. The budget shall be published not later than two weeks after its preliminary adoption by the Council. The Council shall fix the time and place for holding a public hearing for the budget and shall give public notice of the hearing.

§ 904. Budget meeting; warning

(a) The Council shall hold at least one public hearing at least 30 days prior to the annual meeting to present and explain its proposed budget and shall give a public notice of such hearing.

(b) The Manager shall, not less than 30 days prior to the annual meeting, make available the Council's recommended budget and the final warning of the pending annual meeting.

(c) The annual City report shall be made available to the legal voters of the City not later than 10 days prior to the annual meeting.

§ 905. Appropriation and transfers

(a) An annual budget shall be adopted at the City Meeting by the vote of a majority of eligible voters by Australian ballot in accordance with section 501 of this charter. If, after the total budget has been appropriated, the Council finds additional appropriations necessary, the appropriations shall be made and reported at the next City Meeting as a specific item. The appropriations shall only be made in special circumstances or situations of an emergency nature. No specific explanation need be given for any normal annual operating expense in any office,

department, or agency that may be increased over the budget amount by an amount not more than 10 percent of the office's, department's, or agency's budget.

(b) From the effective date of the budget, the amounts stated therein, as approved by the voters, become appropriated to the several agencies and purposes therein named.

(c) The Manager may at any time transfer an unencumbered appropriation balance or portion

thereof between general classifications of expenditures within an office, department, or agency. At the request of the Manager, the Council may, by resolution, transfer any unencumbered appropriation balance or portion thereof within the Council budget from one department, office, or agency to another.

(d) Notwithstanding the above, no unexpended balance in any appropriation not included in the Council budget shall be transferred or used for any other purpose.

§ 906. Amount to be raised by taxation

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

Subchapter 10: TAXATION

§ 1001. Taxes on real property

Taxes on real property shall be paid in equal installments on no more than quarterly dates as established at the time the voters take action to approve the annual budget. The Council shall send notice to taxpayers not less than 30 days prior to when the initial tax payment is due, with appropriate notice for all following tax payments throughout the year.

§ 1002. Interest and penalty

Interest as authorized by Vermont law shall accrue on the amount of any property tax installment or utility charge not paid by its due date. In addition, the statutory penalty of eight percent of the amount of unpaid property tax shall be added to the unpaid amount of property tax not paid on or before the final due date for the last installment of such tax.

§ 1003. Assessment and taxation agreement

The Council is authorized and empowered to negotiate and execute assessment and taxation agreements between the City and a taxpayer or taxpayers within the City consistent with applicable requirements of the Vermont Constitution. This section shall not be construed to supersede any provision of Vermont law relating to the education property tax.

§ 1004. Local option tax

(a) If the City Council so recommends, the voters of the City may, at an annual or special meeting warned for the purpose, by a majority vote of those present and voting, assess any or all of the following:

- (1) a one-percent sales tax;
- (2) a one-percent meals and alcoholic beverages tax;
- (3) a one-percent rooms tax.

(b) Any local option tax assessed under subsection (a) of this section shall be collected and administered and may be rescinded as provided by the laws of the State of Vermont.

Subchapter 11: GENERAL PROVISIONS

§ 1101. Savings clause

The enactment, modification or subsequent repeal of this charter shall not affect the validity of a previously enacted ordinance, resolution, or bylaw.

§ 1102. Severability

The provisions of this charter are declared to be severable. If any provision of this charter is found to be invalid for any reason, such invalidity shall not affect the remaining provisions, which can be given effect without the invalid provision.

Memo: 11/13/25

To: Council regarding starting Union Contract Negotiations

From: The Mayor

Council Members,

Our contracts with both the Unions (representing Police Department and Public Works employees) will expire in June, 2026. I have had initial contact with union reps on our staff for both of the unions, and we agreed that we should start the negotiations for those contracts toward the end of the year.

Now that the heavy lifting is finished on arranging the loans to manage our cash flow, and the budget process is well underway, I recommend that we reach out to begin those negotiations.

I would like to ask one of you from Council to join me in this process. We will, of course, come back to Council to update you about our progress.

I look forward to discussing this matter and identifying someone to work with myself and key staff in this process.

Rick

Newport City's Balanced Budget Policy

November 2025

PURPOSE. The council of Newport City believes that sound financial management requires that the annual budget be developed and administered in such a way that annual revenue from property taxes and other sources equals annual expenses. Adoption and administration of balanced budgets will help maintain the stability of the tax rate and reduce the need for borrowing.

BUDGET DEVELOPMENT AND APPROVAL. Each year, the city council will develop and present to the voters an operating budget that balances annual revenues and annual expenditures for all funds. The city council will avoid proposing annual budgets that overestimate revenues, defer maintenance or replacement of essential capital assets, roll over short-term debt, or inadequately fund City obligations. Upon voter approval of the annual budget, and after the grand list has been lodged in the office of the town clerk, the city council will set the tax rate necessary to raise the specific amounts voted, in accordance with 17 V.S.A. § 2664.

BUDGET ADMINISTRATION. The city council administers the budget through its authority to sign orders for payment of city funds. 24 V.S.A. §§ 1576 and 1622. To approve orders, the city council must, by majority of the total number of members of the board, vote to authorize the treasurer to disburse money. The city council may also vote to authorize one or more of its members to examine and approve the payment of certain town expenses. To fulfill this responsibility effectively, the city council must have timely and accurate information about the status of the town's finances. To this end, the city council and treasurer have adopted a financial reporting policy under which the treasurer prepares monthly financial reports for the city council's budget management purposes.

The city council recognizes that unanticipated expenditures and revenue shortfalls, caused after voters approve the budget, may require transfer of money between line items or even deficit spending. The city council will try to administer the municipal budget to provide services in a manner consistent with the voters' expectations considering actual circumstances that arise during the fiscal year, and will manage the budget to avoid, to the extent possible, deficit spending or the need to borrow money to pay current operating expenses.

LINE-ITEM TRANSFERS. During the fiscal year, all transfers between budget line items will require a majority vote of the city council. The vote will identify the line items that are subject to transfer, the reason for the transfer, and the reason funds are available for transfer. At the close of the fiscal year, the treasurer will present a budget closing plan to the city council, making recommendations for transfers between line items, and recommending the application of any budget surplus. Approval of the budget closing plan will require majority approval of the city council. Any annual budget deficit will be addressed in accordance with 24 V.S.A. § 1523(a).

The foregoing Policy is hereby adopted by the city council and treasurer of Newport City, Vermont, on this 17th day of November and is effective as of this date until amended or repealed.

Treasurer

Mayor

City Council members:



Social Service Agency & Non-Profit Appropriation Policy

City of Newport

PURPOSE: Under Vermont law, a municipality may appropriate such sums of money as it deems necessary for the support of social service programs and agencies that provide services to city residents. 24 V.S.A. § 2691. The purpose of this policy is to establish procedures for managing social service agency appropriations that will be voted upon at the Newport City Annual Meeting.

APPLICABILITY: This policy applies to appropriation requests from social services agencies and programs subject to the provisions of Title 24, Chapter 73 of Vermont Statutes Annotated. Such programs include, but are not limited to, transportation, nutrition, childcare, medical care, and other rehabilitative services for persons with low incomes, senior citizens, children, disabled persons, drug and alcohol abusers, and persons requiring employment to eliminate their need for public assistance.

ELIGIBILITY: To be eligible for a social service appropriation the organization must provide services to Newport City residents.

PROCEDURE:

First-time Social Service agencies / Increased funding appropriations / Previously failed requests

Those social service agencies that have not had an appropriation request approved at the most recent annual town meeting, or that are requesting a larger appropriation than that approved at the most recent annual town meeting, must submit a petition for an article requesting an appropriation in accordance with 17 V.S.A. § 2642. Such petition must be signed by at least five percent of the registered voters of the city and filed with the city clerk by the statutory deadline. The article will be a standalone article on the town meeting warning. The petition should be in substantially the following form:

Petition of Legal Voters of the City of Newport

We, the undersigned legal voters of the City of Newport, hereby petition the City Council to add the following article to the warning for the annual town meeting to be held on Tuesday, March __,20_

Shall the city appropriate \$ (insert amount of request to (insert name of social service agency), for (insert brief description of the purpose of the proposed appropriation) in accordance with 24 V.S.A. § 2691?

Print Name	Address	Signature
_____	_____	_____

In addition to providing the name of the social service agency and the amount requested for the appropriation, the agency must include a brief description of the purpose of the proposed appropriation to be included in the Annual Report.

No proposed article may contain any opinion or comment about the subject being voted upon. Petitions submitted after the deadline will not be honored. Conforming petitioned articles will be placed on the annual town meeting warning as a standalone article.

Before the Annual Town Meeting, a new agency must make a brief presentation to the City Council explaining how their organization serves the City of Newport, their appropriation request and answer questions.

Previously approved Social Service Agency requests/ decreased funding appropriations

Those social service agencies that have had an appropriation request approved at the most recent annual town meeting are not required to submit a petition if the amount requested is the same or less than the amount approved by the voters in the previous year. In such ease, the agency shall complete and submit the City of Newport Social Service Agency Appropriation application on or before December 1st of each year. The application form will be available to organizations seeking an appropriation on or before December 1st of each year. The form will be available on the City's website, at the City Offices, or emailed upon request. If the last day for filing the application falls on a Saturday, Sunday, or legal holiday, then the deadline shall be extended to the next business day. Articles will be placed on the annual town meeting warning as a standalone article. Agencies that do not submit the application before the deadline must submit a petition in accordance with 17 V.S.A. § 2642 and follow the procedures outlined in the first-time social service agency request.

ANNUAL REPORT: All social service agencies requesting appropriations under this policy are required to submit a description of the agency's programs for inclusion in the city's annual report. Descriptions must be limited to 350 words and should describe the program

or services provided to city residents.

Adopted by the City Council of Newport, Vermont, on November 17th, 2025.
It is effective as of this date until amended or repealed.

Article #	Agency	Ask	Description Submitted	Financials Detailed
6	Newport City Recycling Services	\$49,847	no	no
7	Goodrich Memorial Library	\$110,000	yes	no
8	Orleans Essex VNA & Hospice, Inc.	\$17,500	yes	no
9	Rural Community Transportation (RCT)	\$11,000	yes	yes
10	Northeast Kingdom Council on Aging	\$7,000	yes	no
11	Northeast Kingdom Human Services, Inc.	\$4,818	no	no
12	Umbrella, Inc.	\$8,500	no	no
13	Northeast Kingdom Learning Services, Inc.	\$3,000	yes	no
14	Pope Memorial Frontier Animal shelter	\$2,000	yes	no
15	Orleans County Historical Society	\$4,000	yes - entity named NO	no
16	ConnectABILITIES, formally OCCA	\$2,000	yes	no
Total for 2024		\$219,665	73%	9%