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February 9, 2016

Ms. Luly Massaro, Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**Re: *City of Newport, Utilities Department, Water Division
Docket 4595***

Dear Ms. Massaro:

Enclosed please find an original and nine (9) copies of the following document:

1. City of Newport, Utilities Division, Water Department's Response to the Rhode Island Public Utilities Commission's Data Request (Set 1).

Please note that an electronic copy of this document has been provided to the service list.

Thank you for your attention to this matter.

Sincerely,



Joseph A. Keough, Jr.

JAK/kf
Enclosure
cc: Docket 4595 Service List (*via electronic mail*)

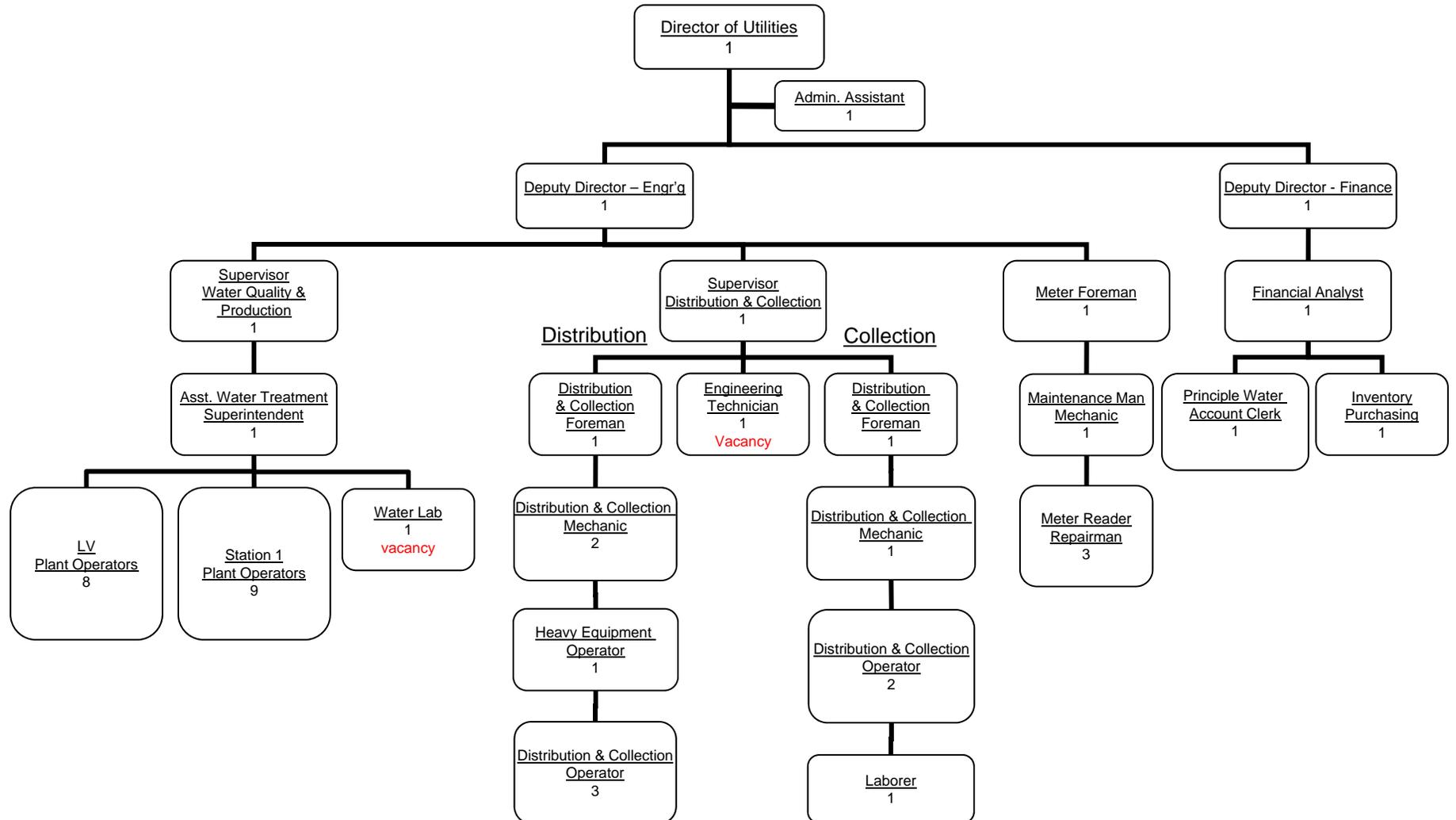
STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-1: Please provide a copy of the most recent organization chart of Newport Water, including a list of all employees, title, union affiliation, base salary, longevity and incentives, start date and step increase dates. Please also include which of the 7 accounts each employee is paid through.

Response: Please see attached most recent Organization Chart and a current salary information schedule.

Prepared by: William Yost

Newport Water Division Organization Chart January 2016



Commission Data Request #1.1

City of Newport Water Department
Employee Information
Current Salaries as of 2/1/16

<u>TITLE</u>	<u>Union Affiliation</u>	<u>Salary</u>	<u>Longevity Amount</u>	<u>Start Date</u>	<u>Step increase Date</u>	<u>Account Name</u>	<u>Acct #</u>
Financial Analyst	NEARI	\$ 54,650.48		5/28/2013	5/28	Administration	15-500-2200
Director of Utilities	EXECLV	\$ 73,799.38		3/12/2001	3/12	Administration	15-500-2200
Admin Assist - Util	NEARI	\$ 28,105.63		2/27/2012	2/27	Administration	15-500-2200
Deputy Utilities Dir - Eng	EXECLV	\$ 62,430.05		12/10/2012	12/10	Administration	15-500-2200
Deputy Utilities Dir - Fin	EXECLV	\$ 54,824.66		7/21/2014	7/21	Administration	15-500-2200
Water Meter Repair	AFSCME	\$ 40,490.93	\$ 1,277.63	12/22/2003	2/23	Customer Service	15-500-2209
Principal Water Acct Clrk	AFSCME	\$ 37,055.38		4/13/2015	4/13	Customer Service	15-500-2209
Water Meter Repair	AFSCME	\$ 44,245.48		8/20/2007	1/27	Customer Service	15-500-2209
Water Meter Repair	AFSCME	\$ 45,572.70	\$ 2,875.95	7/14/1986	4/12	Customer Service	15-500-2209
Maintenance Mech - Cus Act	AFSCME	\$ 42,336.18		4/5/2010	11/4	Customer Service	15-500-2209
Water Meter Foreman	AFSCME	\$ 57,858.73	\$ 1,404.34	5/2/2005	5/2	Customer Service	15-500-2209
Distrib/Collect Operator - Sup	AFSCME	\$ 43,605.77		4/9/2007	2/14	Source of Supply Island	15-500-2212
Distrib/Collect Foreman - Sup	AFSCME	\$ 54,455.96	\$ 3,436.54	2/26/1990	1/19	Source of Supply Island	15-500-2212
Laborer - Supply	AFSCME	\$ 42,956.41		8/1/2011	8/1	Source of Supply Island	15-500-2212
Distrib/Collect Mechanic - Sup	AFSCME	\$ 51,052.10	\$ 2,973.91	4/6/1992	4/13	Source of Supply Island	15-500-2212
Distrib/Collect Operator - Sup	AFSCME	\$ 47,649.55	\$ 1,156.54	11/28/2005	11/28	Source of Supply Island	15-500-2212
Supr Water Distribution/Collct	NEARI	\$ 78,072.70		4/26/2010	4/26	Source of Supply Island	15-500-2212
Water Plant Operator Grade 3	AFSCME	\$ 52,052.10	\$ 1,610.87	9/22/2003	9/22	Station One	15-500-2222
Water Plant Operator Grade 3	AFSCME	\$ 51,052.10	\$ 3,221.74	10/8/1978	10/8	Station One	15-500-2222
Water Plant Operator Grade 3	AFSCME	\$ 42,756.09		2/17/2015	2/17	Station One	15-500-2222
Water Plant Operator Grade 3	AFSCME	\$ 51,052.10	\$ 3,097.82	10/7/1991	7/5	Station One	15-500-2222
Water Plant Operator Grade 3	AFSCME	\$ 46,722.75		6/1/2009	6/1	Station One	15-500-2222
Water Plant Operator Grade 1	AFSCME	\$ 37,055.38		9/21/2015	9/21	Station One	15-500-2222
Water Quality Production Supr	EXECLV	\$ 93,975.94		9/12/1983	4/28	Station One	15-500-2222
Asst Water Treatment Super.	EXECLV	\$ 72,546.59		4/7/2003	4/23	Station One	15-500-2222
Water Plant Operator Grade 3	AFSCME	\$ 45,359.33		6/1/2009	6/1	Station One	15-500-2222
Water Plant Operator Grade 1	AFSCME	\$ 41,705.67		6/4/2012	6/4	Station One	15-500-2222
Water Plant Operator Grade 3	AFSCME	\$ 51,052.10	\$ 3,221.74	3/17/1980	3/14	Station One	15-500-2222
Water Plant Operator Grade 3	AFSCME	\$ 51,052.10	\$ 3,221.74	9/13/1982	3/2	Lawton Valley	15-500-2223
Water Plant Operator Grade 3	AFSCME	\$ 49,566.13		4/28/2008	4/28	Lawton Valley	15-500-2223
Water Plant Operator Grade 1	AFSCME	\$ 42,756.09		1/20/2015	1/20	Lawton Valley	15-500-2223
Water Plant Operator Grade 3	AFSCME	\$ 51,052.10	\$ 1,610.87	3/24/2003	3/24	Lawton Valley	15-500-2223
Water Plant Operator Grade 3	AFSCME	\$ 48,122.59		6/26/2006	6/26	Lawton Valley	15-500-2223
Water Plant Operator Grade 3	AFSCME	\$ 51,052.10	\$ 1,486.96	12/13/2004	12/13	Lawton Valley	15-500-2223
Water Plant Operator Grade 1	AFSCME	\$ 38,166.86		3/10/2014	3/10	Lawton Valley	15-500-2223
Water Plant Operator Grade 3	AFSCME	\$ 51,052.10	\$ 3,221.74	12/3/1989	1/16	Lawton Valley	15-500-2223
Laboratory Supervisor	NEARI	\$ 68,351.98		2/1/1989	1/4	Laboratory	15-500-2235
Microbiologist	NEARI	\$ 48,556.26		vacant	n/a	Laboratory	15-500-2235
Heavy Equipment Opr - Util	AFSCME	\$ 49,566.13	\$ 1,443.68	10/18/2004	5/9	Transmission & Distribution	15-500-2241
Parts & Inventory Cntl Tech	AFSCME	\$ 44,245.48	\$ 1,073.92	8/9/2005	8/9	Transmission & Distribution	15-500-2241
Distrib/Collect Operator - Dis	AFSCME	\$ 47,649.55	\$ 3,007.01	3/7/1988	3/7	Transmission & Distribution	15-500-2241
Distrib/Collect Operator - Dis	AFSCME	\$ 47,649.55		2/20/2007	2/20	Transmission & Distribution	15-500-2241
Distrib/Collect Mechanic - Dis	AFSCME	\$ 48,122.59		12/10/2007	5/9	Transmission & Distribution	15-500-2241
Distrib/Collect Foreman - Dis	AFSCME	\$ 49,835.01	\$ 1,451.51	3/22/2004	6/29	Transmission & Distribution	15-500-2241
Engineering Technician - Distr	AFSCME	\$ 56,089.74	\$ 3,539.65	8/17/1987	8/17	Transmission & Distribution	15-500-2241
Engineering Technician - Distr	AFSCME	\$ 46,973.15		vacant	n/a	Transmission & Distribution	15-500-2241
Distrib/Collect Operator - Dis	AFSCME	\$ 47,649.55	\$ 3,007.01	9/24/1990	8/1	Transmission & Distribution	15-500-2241
Distrib/Collect Mechanic - Dis	AFSCME	\$ 42,756.31		9/21/2015	9/21	Transmission & Distribution	15-500-2241

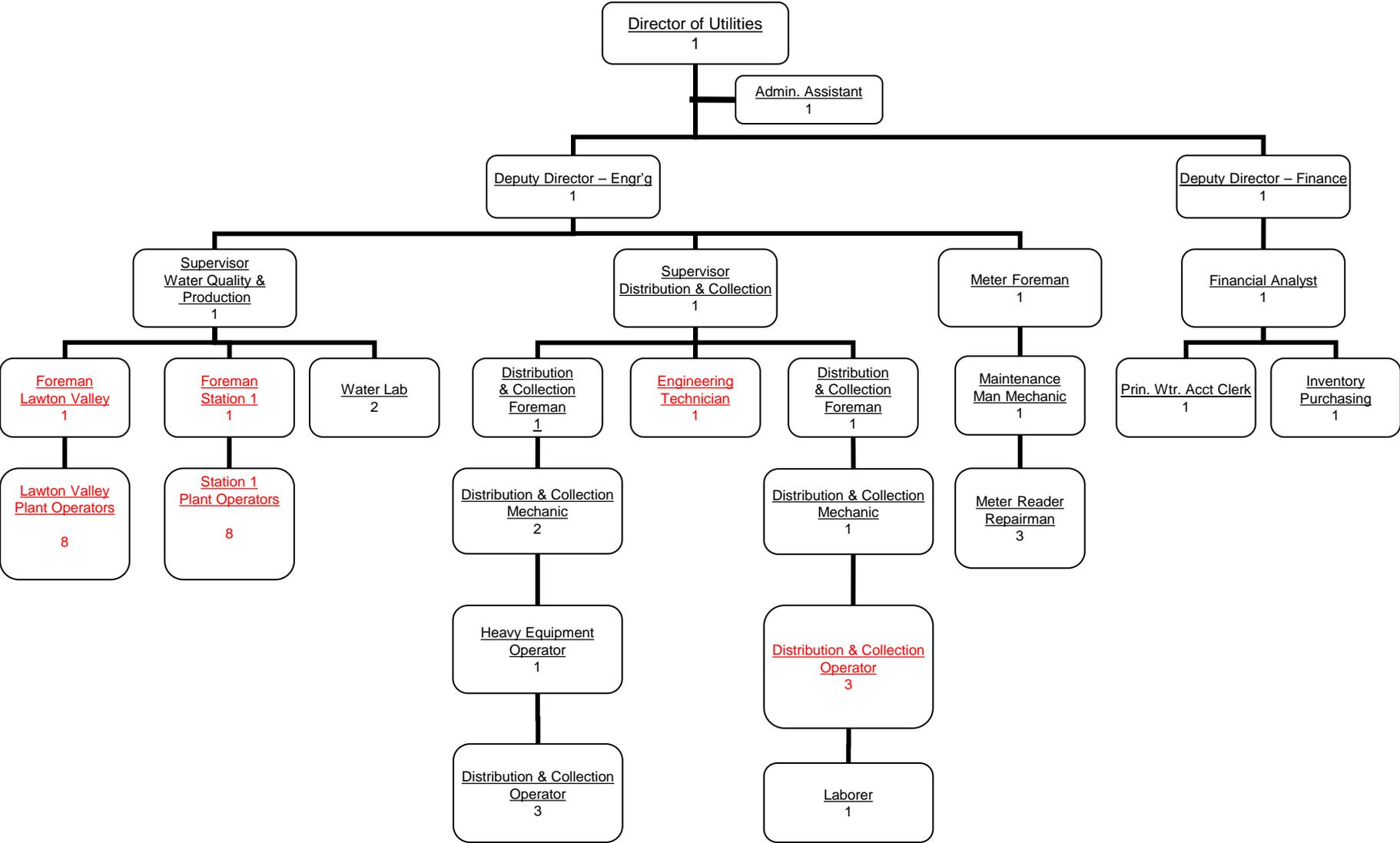
COMM. 1-2: Please provide a reorganizational chart with a mapping of the changes and job descriptions for the old and new positions.

Response: Attached are Organization charts for the Newport Water Division prior to the reorganization and after. The positions that were effected are shown in red. Also included are the job descriptions for the following:

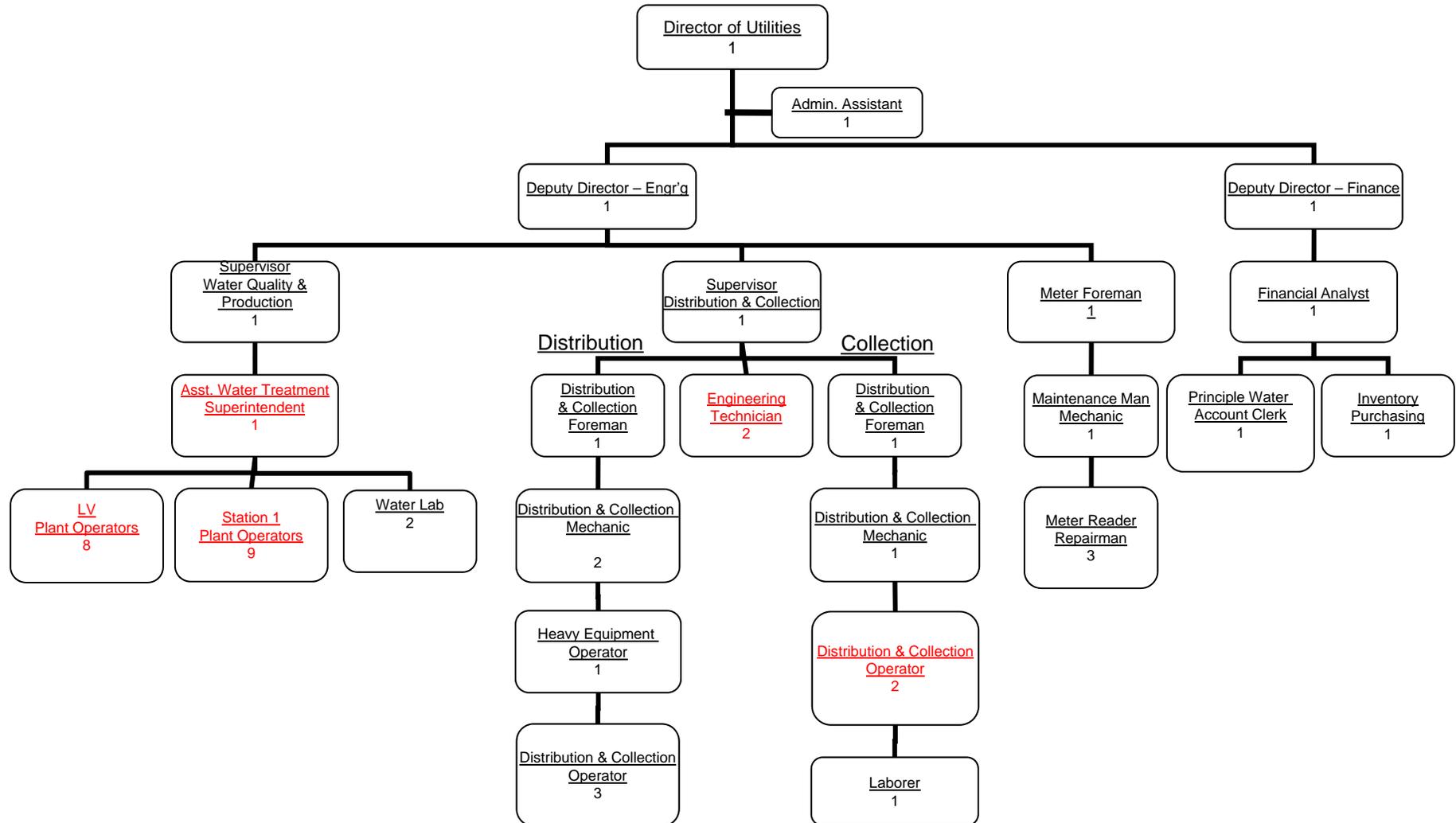
- Assistant Water Superintendent
- Water Operator Foreman
- Water Operator 1
- Water Operator 2
- Water Operator 3
- Engineering Technician
- Distribution & Collection Operator

Prepared by: Julia Forgue

Newport Water Division Organization Chart Prior to Reorganization



Newport Water Division Organization Chart Current Staffing



**City of Newport, Rhode Island
Job Description**

Position Title:	Distribution/Collection Operator	Grade Level:	UT3
Department:	Utilities	Date:	July, 2007
Reports to:	Supervisor of Water Distribution/Collection	FLSA Status	Non-Exempt

Statement of Duties: The employee is responsible for the maintenance, and upkeep of the City's public drinking water services and reservoirs with the use of heavy equipment such as a backhoe, front end loader, dump truck and similar equipment. Employee is required to perform all similar or related duties including repair and maintenance of all fire hydrants located within the City of Newport, Middletown and sections of Portsmouth, RI.

Supervision Required: Under general supervision of the Supervisor of Water Distribution/Collection, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed.

Supervisory Responsibility: Employee does not regularly supervise other City employees.

Confidentiality: Employee does not have access to confidential information.

Judgment: Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select and apply the most pertinent practice, procedure, regulation or guideline.

Work Environment: Employee constantly performs work outdoors on a variety of public works projects. Employee is exposed to equipment/machinery, noise, odors, chemical fumes, dust, smoke, heat, cold, oil, dirt or grease, and risk of personal injury. Work is continually performed outdoors, regardless of weather conditions. Employee may be required to work beyond normal business hours at nights and/or on weekends in response to emergency situations.

Nature and Purpose of Relationships: Relationships are primarily with co-workers incidental to the purpose of the work involving giving and receiving factual information about the work. Ordinary courtesy and tact is required.

Accountability: The nature of work or the operation of large, complex or potentially dangerous equipment increases the probability that the consequences of errors, missed deadlines or poor judgment may include significant monetary losses, waste of material, damage to buildings, equipment, and danger to public safety and/or personal injury.

City of Newport, Rhode Island
Job Description

Occupational Risk: Essential functions regularly present potential risk of injury to the employee from exposure to extreme weather conditions or the operation of heavy equipment which could result in loss of time from work. Special written instructions, safety precautions, training, and protective gear are required at all times.

Complexity: The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Operates heavy equipment such as backhoe, front end loader, dump truck and similar equipment used in the completion of a wide range of projects such as tree trimming, brush cutting, grass mowing; installing and repairing water service and distribution systems; service and repairs to fire hydrants; repairing rip-rap and earth works on reservoirs, and construction and installation of fences.
2. Uses a variety of hand tools to dig ditches and trenches, patch roadways, and perform related tasks around gas pipes, trees, wires, cars, personal property and fellow workers.
3. Attends training sessions as required to maintain abreast of updates or changes in occupational safety requirements.
4. Participates in the City's ice and snow removal program.
5. Assists in making appropriate repairs to the stone rip-rap and earth works to clear brush and trees encroaching on the rights of ways and earth works; and cuts grass on all department property; inspects ponds regularly.
6. Maintains the viability of the water distribution, collection and pumping system including adding chemicals to raw water in an effort to control algae growth
7. Maintains all fire hydrant systems within City of Newport, Middletown and assigned areas in Portsmouth, RI; support water distribution in same areas.
8. Operates pumping stations when water is needed to be moved by pumps to various ponds or treatment plants.

City of Newport, Rhode Island Job Description

Recommended Minimum Qualifications

Special Requirements

Position requires a Class B Rhode Island Commercial Driver's License, and Hoisting License Pay loader/Backhoe (full). Possess and maintain a Grade 1 D Public Water Supply Transmission & Distribution Operators License; possession of a Grade 2 D Public Water Supply Transmission & Distribution Operators License preferred.

Education and Experience: Position requires a High School diploma or equivalent and five to seven (5-7) years of experience in the operation of heavy equipment; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Knowledge, Abilities and Skill

Knowledge: Safe and effective operation of heavy equipment and machinery and Utilities Department operations.

Abilities: Ability to read and interpret construction project plans, pay careful attention to details, perform work under extreme weather conditions for long periods of time. Ability to interact effectively with all other utilities. Ability to recognize unsafe working conditions to ensure that appropriate safety precautions are taken to ensure employee safety.

Skills: Fine motor skills in the operation of heavy equipment, tools, and machinery; mechanical aptitude and skill in the use of a variety of hand tools (i.e. jack hammer, wrenches, etc.)

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Work requires agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Occasionally, work may require lifting heavy objects and carrying them (up to 90 lbs.). There may be need to stretch and reach to retrieve materials. Usually, the work will require extended physical effort over a significant portion of the work day.

Motor Skills: Duties may involve a high degree of intense mental concentration together with hand and eye coordination and visual attention for long periods of time.

Visual Skills: Position requires the employee to routinely read and interpret documents.

**City of Newport, Rhode Island
Job Description**

Position Title:	Water Plant Operator Grade 1	Grade Level:	UT2
Department:	Utilities	Date:	July, 2007
Reports to:	Water Quality & Production Supervisor	FLSA Status:	Non-Exempt

Statement of Duties: Employee is responsible for assisting in the proper filtering and treatment operation of a water treatment facility and satellite pumping stations to provide safe, clean and potable drinking water in accordance with State Department of Health and Federal E.P.A. regulations. Employee is required to perform all similar or related duties.

Supervision Required: The employee works under the general supervision of the Water Quality & Production Supervisor. Employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed.

Supervisory Responsibility: Employee does not have supervisory responsibilities.

Confidentiality: Employee does not have access to confidential information.

Judgment: Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select and apply the most pertinent practice, procedure, regulation or guideline.

Complexity: The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Work Environment: Employee performs work in a water treatment and distribution plant. Employee is exposed to equipment/machinery, noise, odors, biohazards, chemical fumes, dust, smoke, heat, cold, oil, dirt or grease, and significant risk of personal injury. Employee is required to work beyond normal business hours at nights, weekends or holidays in accordance with work schedule or in response to emergencies.

Nature and Purpose of Relationships: Relationships are primarily with co-workers incidental to the purpose of the work involving giving and receiving factual information about the work. Contact with the public occurs on an occasional basis.

Department of Utilities
Water Plant Operator Grade 1

City of Newport, Rhode Island
Job Description

Accountability: Consequences of errors could result in adverse public relations, missed deadlines or poor judgment and may include adverse public relations, monetary losses, waste of material, and damage to buildings, equipment, personal injury and danger to public safety.

Occupational Risk: Duties present frequent exposure to risk handling hazardous chemicals, chlorine gas, working in confined spaces, high electrical voltage and high pressure hoses. Personal, life threatening injury could occur if employee does not properly follow established department safety practices and procedures. Examples of injury include loss of life, cuts or burns, or minor muscular strains from lifting, pushing or carrying heavy equipment or work materials.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Participates in the daily operation, repair and maintenance of the City's Water Treatment Plant equipment and machinery to provide safe and potable drinking water in accordance with Federal and State regulations.
2. Performs all skilled and semi-skilled duties required for the proper operation of a public water treatment facility; operates controls and electric motors, pumps, valves to regulate and control water flow rates and levels.
3. Assists in the collection and testing of samples for water quality and making adjustments as necessary; enters data into the department's computer system; refills chemical hoppers, loads and unloads chemicals to machines as necessary.
4. Keeps detailed and accurate written and computer records of testing and maintenance activities.
5. Attends training sessions as required to maintain abreast of updates or changes in occupational safety requirements.
6. Participates in the maintenance of the treatment plant facility and immediate grounds and walkways.
7. Maintains satellite pumping stations as part of the water distribution system.
8. Maintain Grade 1T Public Water Drinking Treatment License accordance with the Rhode Island Department of Public Health (R.I.D.O.H) regulations.

Department of Utilities
Water Plant Operator Grade 1

City of Newport, Rhode Island Job Description

Recommended Minimum Qualifications

Education and Experience: Position requires a High School diploma or equivalent and one- (1) year of prior work experience, or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements

Position requires a valid Driver's License; Rhode Island D.O.H. Grade 1T Public Drinking Water Treatment License.

Knowledge, Abilities and Skill

Knowledge: Knowledge of water treatment methods and practices and tools and equipment used in the operation and maintenance of a public drinking water treatment plant and satellite pumping stations; working knowledge of safe and efficient operation of equipment, use of chemicals, tools and related machinery.

Abilities: Ability to identify and resolve problems, prioritize and perform assigned tasks in a detailed, efficient and timely manner; mechanical ability to operate machinery, heavy equipment and hand tools in a safe and efficient manner; ability to handle hazardous chemicals, operate high pressure hoses in a safe manner and to work in confined spaces.

Skills: Fine motor skills for the operation of tools and equipment; proficient computer skills; proficient oral and written communication skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Work requires agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Employee is frequently required to lift, carry, push or pull heavy objects (up to 60 lbs.). There may be need to stretch and reach to retrieve materials.

Motor Skills: Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples may include operating a personal computer, using power tools or climbing up and down a ladder.

Visual Skills: Position requires the ability to read and interpret written documents.

**City of Newport, Rhode Island
Job Description**

Position Title:	Water Plant Operator Grade 2	Grade Level:	UT3
Department:	Utilities	Date:	July, 2007
Reports to:	Water Quality & Production Supervisor	FLSA Status:	Non-Exempt

Statement of Duties: Employee is responsible for assisting in the proper filtering and treatment operation of a water treatment facility and satellite pumping stations to provide safe, clean and potable drinking water in accordance with State Department of Health and Federal E.P.A. regulations. Employee is required to perform all similar or related duties.

Supervision Required: Under the general direction of the Water Quality & Production Supervisor, the employee plans and carries out the regular work in accordance with standard practices and previous training. Employee has substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing the work activities, including determining the work methods. The employee is expected to solve problems by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans and carries out work independently. Work is generally reviewed for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

Supervisory Responsibility: Employee does not have supervisory responsibilities.

Confidentiality: Employee does not have access to confidential information.

Judgment: Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select and apply the most pertinent practice, procedure, regulation or guideline.

Complexity: The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Work Environment: Employee performs work in a water treatment and distribution plant. Employee is exposed to equipment/machinery, noise, odors, biohazards, chemical fumes, dust, smoke, heat, cold, oil, dirt or grease, and significant risk of personal injury. Employee is required to work beyond normal business hours at nights, weekends or holidays in accordance with work schedule or in response to emergencies.

Department of Utilities
Water Plant Operator Grade 2

City of Newport, Rhode Island
Job Description

Nature and Purpose of Relationships: Relationships are primarily with co-workers incidental to the purpose of the work involving giving and receiving factual information about the work. Contact with the public occurs on an occasional basis.

Accountability: Consequences of errors could result in adverse public relations, missed deadlines or poor judgment and may include adverse public relations, monetary losses, waste of material, and damage to buildings, equipment, personal injury and danger to public safety.

Occupational Risk: Duties present frequent exposure to risk handling hazardous chemicals, chlorine gas, working in confined spaces, high electrical voltage and high pressure hoses. Personal, life threatening injury could occur if employee does not properly follow established department safety practices and procedures. Examples of injury include loss of life, cuts or burns, or minor muscular strains from lifting, pushing or carrying heavy equipment or work materials.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Participates in the daily operation, repair and maintenance of the City's Water Treatment Plant equipment and machinery to provide safe and potable drinking water in accordance with Federal and State regulations.
2. Performs all skilled and semi-skilled duties required for the proper operation of a public water treatment facility; operates controls and electric motors, pumps, valves to regulate and control water flow rates and levels.
3. Assists in the collection and testing of samples for water quality and making adjustments as necessary; enters data into the department's computer system; refills chemical hoppers, loads and unloads chemicals to machines as necessary.
4. Keeps detailed and accurate written and computer records of testing and maintenance activities.
5. Attends training sessions as required to maintain abreast of updates or changes in occupational safety requirements.
6. Participates in the maintenance of the treatment plant facility and immediate grounds and walkways.
7. Maintains satellite pumping stations as part of the water distribution system.
8. Maintain Grade 2T Water Treatment certification requirements in accordance with Rhode Island Department of Public Health (R.I.D.O.H) regulations.

Department of Utilities
Water Plant Operator Grade 2

**City of Newport, Rhode Island
Job Description**

Recommended Minimum Qualifications

Education and Experience: Position requires a High School diploma or equivalent and two (2) years full-time work experience at a Grade 1T (or higher) public drinking water treatment facility, or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements

Position requires a valid Driver's License; RI D.O.H. Grade 2T Public Drinking Water Treatment License.

Knowledge, Abilities and Skill

Knowledge: Knowledge of water treatment methods and practices and tools and equipment used in the operation and maintenance of a public drinking water treatment plant and satellite pumping stations; working knowledge of safe and efficient operation of equipment, use of chemicals, tools and related machinery.

Abilities: Identify and resolve problems, prioritize and perform assigned tasks in a detailed, efficient and timely manner. Mechanical ability to operate machinery, heavy equipment and hand tools in a safe and efficient manner. Ability to handle hazardous chemicals, operate high pressure hoses in a safe manner and to work in confined spaces.

Skills: Fine motor skills for the operation of tools and equipment. Proficient computer skills; proficient oral and written communication skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Work requires agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Employee is frequently required to lift, carry, push or pull heavy objects (up to 60 lbs.). There may be need to stretch and reach to retrieve materials.

Motor Skills: Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples may include operating a personal computer, using power tools or climbing up and down a ladder.

Visual Skills: Position requires the ability to read and interpret written documents.

Department of Utilities
Water Plant Operator Grade 2

**City of Newport, Rhode Island
Job Description**

Position Title:	Water Plant Operator Grade 3	Grade Level:	UT4
Department:	Utilities	Date:	July, 2007
Reports to:	Water Quality & Production Supervisor	FLSA Status:	Non-Exempt

Statement of Duties: Employee is responsible for assisting in the proper filtering and treatment operation of a water treatment facility and satellite pumping stations to provide safe, clean and potable drinking water in accordance with State Department of Health and Federal E.P.A. regulations. Employee is required to perform all similar or related duties.

Supervision Required: Under general direction of the Water Quality & Production Supervisor, the employee is required to plan and carry out the work in accordance with standard practices and previous training. Employee has substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing the work activities, including determining the work methods. The employee is expected to solve problems by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans and carries out work independently. Work is generally reviewed for technical adequacy, appropriateness of actions or decisions, and conformance with department policy, practice or other State requirements.

Supervisory Responsibility: Employee is required to regularly lead or provide direction to other Water Plant Operators in accomplishing assigned work; employee performs non-supervisory work that is usually of the same kind and levels as is done by the group led. Provides on-the-job training for employees assigned to work on treatment plant projects.

Confidentiality: Employee does not have access to confidential information.

Judgment: Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select and apply the most pertinent practice, procedure, regulation or guideline.

Complexity: The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Work Environment: Employee performs work in a water treatment and distribution plant. Employee is exposed to equipment/machinery, noise, odors, biohazards, chemical fumes, dust, smoke, heat, cold, oil, dirt or grease, and significant risk of personal injury. Employee is required to work beyond normal business hours at nights, weekends or holidays in accordance with work schedule or in response to emergencies.

Department of Utilities
Water Plant Operator Grade 3

City of Newport, Rhode Island Job Description

Nature and Purpose of Relationships: Relationships are primarily with co-workers incidental to the purpose of the work involving giving and receiving factual information about the work. Contact with the public occurs on an occasional basis.

Accountability: Consequences of errors could result in adverse public relations, missed deadlines or poor judgment and may include adverse public relations, monetary losses, waste of material, and damage to buildings, equipment, personal injury and danger to public safety.

Occupational Risk: Duties present frequent exposure to risk handling hazardous chemicals, chlorine gas, working in confined spaces, high electrical voltage and high pressure hoses. Personal, life threatening injury could occur if employee does not properly follow established department safety practices and procedures. Examples of injury include loss of life, cuts or burns, or minor muscular strains from lifting, pushing or carrying heavy equipment or work materials.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Participates in the daily operation, repair and maintenance of the City's Water Treatment Plant equipment and machinery to provide safe and potable drinking water in accordance with Federal and State regulations.
2. Performs all skilled and semi-skilled duties required for the proper operation of a public water treatment facility; operates controls and electric motors, pumps, valves to regulate and control water flow rates and levels.
3. Assists in the collection and testing of samples for water quality and making adjustments as necessary; enters data into the department's computer system; refills chemical hoppers, loads and unloads chemicals to machines as necessary.
4. Keeps detailed and accurate written and computer records of testing and maintenance activities.
5. Attends training sessions as required to maintain Rhode Island D.O.H. Grade 3T Certification and to keep abreast of updates or changes in occupational safety requirements.
6. Participates in the maintenance of the treatment plant facility, satellite pumping stations and immediate facility grounds and walkways.
7. Maintains satellite pumping stations as part of the water distribution system.

Department of Utilities
Water Plant Operator Grade 3

City of Newport, Rhode Island Job Description

Recommended Minimum Qualifications

Education and Experience: Position requires a High School Diploma or equivalent and three to five (3-5) years full-time work experience at Grade 2T (or higher) public drinking water treatment facility, or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements

Position requires a valid Driver's License and a Rhode Island D.O.H. Grade 3T Public Drinking Water Treatment License.

Knowledge, Abilities and Skill

Knowledge: Knowledge of water treatment methods and practices and tools and equipment used in the operation and maintenance of a public drinking water treatment plant and satellite pumping stations; working knowledge of safe and efficient operation of equipment, use of chemicals, tools and related machinery.

Abilities: Identify and resolve problems, prioritize and perform assigned tasks in a detailed, efficient and timely manner. Mechanical ability to operate machinery, heavy equipment and hand tools in a safe and efficient manner. Ability to handle hazardous chemicals, operate high pressure hoses in a safe manner and to work in confined spaces.

Skills: Fine motor skills for the operation of tools and equipment. Proficient computer skills; proficient oral and written communication skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Work requires agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Employee is frequently required to lift, carry, push or pull heavy objects (up to 60 lbs.). There may be need to stretch and reach to retrieve materials.

Motor Skills: Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples may include operating a personal computer, using power tools or climbing up and down a ladder.

Visual Skills: Position requires the ability to read and interpret written documents.

**City of Newport, Rhode Island
Job Description**

Position Title:	Water Treatment Plant Foreman	Grade Level:	UT5
Department:	Utilities	Rev Date:	February, 2010
Reports to:	Water Quality and Production Supervisor	FLSA Status:	Non-Exempt

Statement of Duties: Employee is responsible for the operation of the water treatment plant including the scheduling of work, coordinating and supervising the work of subordinates, ensuring compliance with safety regulations, and operating equipment, tools, and machinery required to assist in division operations. Employee is required to perform all similar or related duties.

Supervision Required: Employee works under the general direction of the Water Quality and Production Supervisor, the employee plans and carries out the regular work in accordance with standard practices and previous training. Employee has substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing the work activities, including determining the work methods. The employee is expected to solve problems by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans and carries out work independently. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

Supervisory Responsibility: Employee regularly leads eight (8) other workers in accomplishing assigned work and performs non-supervisory work that is usually of the same kind and levels as is done by the group led.

Confidentiality: Employee does not have regular access to confidential information.

Judgment: The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making.

Complexity: Work consists of the practical application of a variety of concepts, practices, and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Department of Utilities
Water Treatment Plant Foreman

City of Newport, Rhode Island
Job Description

Work Environment: Employee performs work in an office and in a water treatment and distribution facility. Employee is exposed to equipment/machinery, noise, odors, biohazards, chemical fumes, dust, smoke, heat, cold, oil, dirt or grease, and risk of personal injury.

Nature and Purpose of Relationships: Relationships are primarily with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and vendors doing business with the City. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons.

Accountability: The nature of work increases the probability that errors could be serious. Consequences of errors, missed deadlines or poor judgment may include significant monetary losses, waste of material, and damage to buildings, equipment or personal injury and accountable to the State D.O.H. Drinking Water Control Board.

Occupational Risk: Essential functions regularly present potential risk of injury to the employee from improper exposure to toxins or fumes, handling of hazardous chemicals (i.e. chlorine gas), high pressure hoses, confined spaces/high places, electricity, biohazards, explosive materials and loud noises which could result in loss of time from work. Special safety precautions, training, or protective gear may be required to prevent life threatening injuries.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Oversees the operation of the water treatment plant including the scheduling of daily work, ordering of chemicals and other support materials and equipment.
2. Responsible for the computer configuration for plant operation.
3. Responds to emergency situations at the water treatment plant on a 24/7 basis.
4. Provides immediate notification to persons involved when a hazardous situation exists.
5. Responsible for the maintenance of State certification by accumulating continuing education units.
6. Inspects the work of subordinates and contractors to ensure conformance to plans and specifications.

Department of Utilities
Water Treatment Plant Foreman

City of Newport, Rhode Island
Job Description

7. Prepares payroll and maintains record of personnel time.
8. Trains employees on proper safety procedures required for job performance; enforces safety regulations.
9. Attends training sessions as required to maintain State Certification and to abreast of updates or changes in occupational safety requirements.

Recommended Minimum Qualifications

Special Requirements

Position requires a Grade 4 Rhode Island Drinking Water Treatment Operator's License. However, at time of appointment, the possession of a Grade 3 Rhode Island Drinking Water Treatment Operator's License will temporarily be acceptable with the understanding that a Grade 4 Rhode Island Drinking Water Treatment Operator's License is required within a reasonable time after appointment, as allocated by the City.

Education and Experience: Permanent appointment to this position requires an Associates Degree in the physical or biological sciences (sanitary, civil, chemical or environmental engineering, public health, biology, chemistry or other discipline acceptable to the Board) and a minimum of three to five (3-5) years full-time experience as a water treatment plant operator at a class 3T (or higher) drinking water treatment facility; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Knowledge, Abilities and Skill

Knowledge: Knowledge of safe drinking methods, practices, tools and equipment used in the efficient and safe operation of a water treatment plant; safe and efficient operation of equipment, tools and machinery; knowledge of computer applications in support of plant operations such as a SCADA system.

Abilities: To follow and practice the safe handling and application of hazardous chemicals; interact appropriately with the public and governmental agencies; oversee and conduct water treatment plant maintenance and repairs; inspect work, keep accurate records, and plan, assign, train and supervise the work of employees. Ability to assess problems and establish and implement plans to correct problems in a safe and efficient manner.

Skills: Fine motor skills required to operate department equipment, tools, and machinery. Proficient plumbing and electrical skills. Proficient written and oral communication skills.

Department of Utilities
Water Treatment Plant Foreman

City of Newport, Rhode Island
Job Description

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Work requires agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Occasionally, work may require lifting heavy objects and carrying them (up to 60 lbs.). There may be need to stretch and reach to retrieve materials. Usually, the work will require extended physical effort over a significant portion of the work day.

Motor Skills: Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples may include operating a personal computer, using power tools or climbing a ladder.

Visual Skills: Position requires the reading and analysis of documents. Employee is required to distinguish colors.

**City of Newport, Rhode Island
Job Description**

Position Title:	Engineering Technician	Grade Level:	UT5
Departments:	Public Services & Utilities	Date:	November,2015
Reports to:	Transportation Engineer or Supervisor of Water Distribution/Collection	FLSA Status:	Non-Exempt

Statement of Duties: Employee is responsible for civil engineering work and skilled technical work which includes conducting field surveys, inspections and other technical work in conjunction with construction projects within the City rights of way. Employee is required to perform all similar or related duties.

Supervision Required: Employee works under the general supervision of the City Engineer (Public Services) or the Supervisor of Water Distribution/Collection (Utilities), and plans and carries out the regular work in accordance with standard practices and previous training. The employee solves most problems of detail or unusual situations by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans the work, lays it out and carries it through to completion independently. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

Supervisory Responsibility: Employee is not responsible for the supervision of employees.

Confidentiality: Employee does not have access to confidential information on a regular basis.

Judgment: The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee weighs efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying federal, state and local regulations.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Work Environment: Work requires some agility and physical strength, such as moving in and about construction sites, over rough terrain, or standing or walking most of the work period. Employee is exposed to outdoor work, traffic, equipment/machinery and loud noises.

Departments of Public Services & Utilities
Engineering Technician

City of Newport, Rhode Island Job Description

Nature and Purpose of Relationships: Relationships are primarily with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as developers or contractors and engineers. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons.

Accountability: Consequences of errors, missed deadlines or poor judgment may include time loss, adverse public relations, jeopardize programs, danger to public safety, monetary loss, labor/material costs, and legal repercussions to the City.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Public Services Department

1. Provides engineering support to the Department to ensure that construction projects within the City rights of way are designed in accordance with applicable City ordinances/standards.
2. Prepares excavation and obstruction permits and provides information such as vertical and horizontal controls, utility (water and sewer) drawings.
3. Assists linear and topographical field surveys of municipal engineering projects; creates construction plans based on field survey and survey notes; estimates construction progress; makes inspections of contract construction work and subdivision construction.
4. Prepares plans and work drawings; assists in overseeing construction projects, and providing quality assurance of engineering elements of City projects.
5. Assists in the design, drafting, and calculation of drainage Public Works projects.
6. Operates automated CADD and GIS program, and other computer programs to input or extract information.
7. Maintains and updates records, database, and files of information for the department.
8. Issues new house numbers; makes copies of plans for the Tax Assessor and City Clerk.
9. Responsible for overseeing the work of contractors in accordance with bid specifications.
10. Inspects roadway excavations for compliance with issued permits.

Utilities Department

1. Knowledge and experience with automated CADD and GIS program, water distribution and management software (i.e. Infowater) and other computer programs to input or extract information in support of mapping activities.
2. Performs marking of underground utilities and excavations as required by Dig Safe.
3. Records water main and service information; updates and maintains water main and hydrant records and information.
4. Performs basic field surveys to locate and mark water mains, water services, water service boxes and gate boxes; including the ability to use underground utility locating equipment.
5. Provides information regarding water-related utility; calls and log calls to Dig Safe.
6. Inspects the installation and construction of water service lines.
7. Creates annual CCR and edits web site content.

Departments of Public Services & Utilities
Engineering Technician

City of Newport, Rhode Island
Job Description

8. Prepares RI DOT permits and traffic plans.
9. Aids in the development and preparation of engineering plans and specifications.
10. Knowledge and experience with leak detection equipment (i.e. leak correlator, noise loggers, etc.) to identify and locate water leaks.

Recommended Minimum Qualifications

Special Requirements: Employee must have a valid driver's license.

Education and Experience: Position requires an Associate's Degree in Engineering or a trade institution and three to five (3-5) years of experience in construction and/or engineering; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Knowledge, Abilities and Skill

Knowledge: Construction and engineering principles, laws and regulations pertinent to position functions, understanding of CADD graphics, construction of roadways, drainage, design and installation, grades, and survey work. Working knowledge of civil engineering including design, surveying and drafting.

Abilities: Ability to interact effectively and appropriately with the public and other personnel, perform multiple tasks, read and interpret plans and blueprints, deal with irate customers, and maintain confidential information.

Skills: Making observations and recording information. Proficient written and oral communication skills. Proficient computer skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Work requires some agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Occasionally, work may require lifting heavy objects and carrying them (up to 60 lbs.). There may be need to stretch and reach to retrieve materials.

Motor Skills: Position requires minimal motor skills for activities such as operating a personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers or operating a motor vehicle.

Visual Skills: Position requires routine reading of documents, blueprints, and reports for understanding; employee is required to distinguish colors.

City of Newport, Rhode Island

Classification Description

Job Title: Assistant Water Treatment Superintendent
Department: Utilities
Salary Level: S-07
Job Code: B

POSITION PURPOSE:

The purposes of this position are to assist in the management of the operation of the City's water treatment plants and other related facilities to produce a high quality water product in the most cost effective manner to meet or exceed regulatory requirements and adopted operating standards. The work involves assistance to the Water Treatment Superintendent in planning, directing and scheduling operations and assignments; monitoring SCADA systems; assist in monitoring the results achieved; assist in developing, implementing and monitoring quality assurance testing and quality control procedures; assistance with facility licensing and regulatory compliance; keeping, analyzing, and reporting operating information; and to assist in the preparation of operating and capital budget requirements. The Assistant Water Treatment Superintendent is responsible for the management, operation and maintenance of water supply treatment facilities in the absence of the Superintendent.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *The essential functions/duties and/or responsibilities listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties and/or responsibilities does not exclude them from the position if the work is similar; related or a logical assignment to the position.*

Assists in the operations of the City's water supply, treatment plants and related facilities and assigned personnel to meet operating efficiency, PUC and other requirements; assists in developing and implements programs to achieve these objectives; identifies and assigns priorities for the preventative and routine maintenance tasks; is responsible for the management, operation and maintenance of water supply treatment facilities in the absence of the Superintendent requiring direction of Plant activities and task assignments to water treatment operations and laboratory personnel; may be required occasionally and personally to operate facilities and equipment.

Reviews the operations of the treatment facilities, testing laboratories and monitors test results; directs and schedules personnel; instructs subordinates regarding water sample tests, sampling locations, changes in plant operations based upon laboratory test results and other technical information.

Ensures an adequate supply of safe potable drinking water to maintain a minimum of at least 20 psi at all points in the distribution system under normal operating conditions.

Compiles information; analyzes results; prepares maintenance, operations, regulatory compliance and other reports; uses general and specialized computer systems, office automation and specialized applications, and computer controlled facilities and equipment.

Manages assigned personnel; administers operative collective bargaining and other agreements; advises appropriate managers of required contract and other changes to control operating costs,

improve service effectiveness and quality, and increase efficiency.

Expends funds within approved appropriations; may prepare materials, equipment and other bid specifications.

Meets with managers, subordinates and others to resolve operating problems; meets and confers with vendors; administers materials supply and other contracts.

Other Functions:

Assists in the instruction to staff in operating methodologies and the implications of required and other changes in materials, procedures and practices; provides staff training and development; assists in monitoring licensing requirements and providing for appropriate staff licensing and certification.

Recommends changes to improve the implementation of water treatment methods and applied sciences.

Performs similar or related work as required, directed or as the situation dictates.

SUPERVISORY RESPONSIBILITIES:

Supervision Received: Works under the general direction of the Water Treatment Superintendent as a member of the utilities management team; responsibilities are managed according to prescribed industry standards, professional practices and according to applicable laws and regulations; is subject to review and evaluation according to the City's personnel plan.

Supervision Given: Regularly supervises and confers with laboratory personnel and other staff and contractors; reviews their work, the results achieved, and the associated programs, projects and activities.

Supervision Scope: Requires occasional supervision and exercises substantial discretion, judgment and initiative to achieve proscribed requirements; supervises directly and through others; is responsible for the supervision and performance of all people and systems within the operating units under his/her direction and control.

QUALIFICATIONS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Education, Training and Experience:

An Associates Degree in biological sciences with four (4) years as a Grade 3T Operator (or higher); or a Bachelor's Degree in biological sciences and two (2) years as a Grade 3T (or higher); or at least 15 years employment at a RI Public water supply treatment facility of Class 3T (or higher) and the possession of a Grade 3T Full Certification with five (5) years employment experience as a Grade 3T (or higher) supplemented by a minimum of 14 course credits in biological science.

Knowledge, Ability and Skill:

Knowledge: Maintain a thorough knowledge of the City's water supply, treatment and distribution systems including reservoirs, treatment facilities, pumping stations, SCADA systems, distribution technologies used by the City, related standards, training requirements, and implementation policies, procedures and practices.

Ability: To apply strong technical knowledge of pumps, hydraulic capacities, water treatment standards and practices, operations and maintenance requirements; accurately and clearly explain water supply, treatment, distribution and conservation issues, ramifications and implementation status; anticipate facility upgrade, maintenance and operations requirements; ability to manage, operate and maintain water supply facility in the absence of the Water Treatment Superintendent.

Skill: Good conceptual, analytical, and budgetary skills; use and application of all the above referenced regulations, technologies, policies, procedures, tools and equipment.

CERTIFICATES, LICENSES, REGISTRATIONS:

Must be certified as a Grade 4 Rhode Island Water Treatment Plant Operator or be able to attain the State's Grade 4 Treatment certification within one (1) year after appointment by testing or reciprocity; and must possess a valid driver's license. If however the Rhode Island Grade 4 Treatment certification has not been achieved within the one year period the City, at its sole discretion upon presentation of documentation by the individual which the City deems to exhibit satisfactory progress in obtaining said certification, may extend the time period to obtain the Rhode Island Grade 4 Treatment certification

PHYSICAL DEMANDS: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The work is primarily of an intellectual nature; is frequently required to walk, stand, sit, and talk or hear; use hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms; ability to operate equipment, facilities and automated systems efficiently; must occasionally lift and/or move objects weighing up to 50 pounds such as chemicals, and other objects such as a full briefcase, books, computer equipment, supplies, etc; close up vision and the ability to adjust focus across a large room or area; intellectual and mental acuity to perform conceptual and detailed technical work; contacts involve a broad spectrum of issues and must be dealt with appropriate to their meaning and circumstances; administrative and technical work related to water acquisition, treatment and distribution systems, and other related technologies.

WORK ENVIRONMENT: *The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Performs work primarily in office, laboratory and water treatment plant conditions; portions of the treatment plant may not be accessible to the physically challenged; is required to personally inspect all facilities under his/her direction and related operating conditions; is frequently exposed to hazardous chemicals and seasonal weather conditions.

Must understand regulatory requirements and water infrastructure operating procedures to satisfy requirements.

Inspects facilities, job sites, operations, equipment, testing procedures and other operations as necessary to provide appropriate direction, instruction, and to verify that water quality infrastructure is operated consistently to meet or exceed regulatory standards; may be required to work in confined locations.

Interacts verbally and in writing regarding technical matters with other managers, committees, professionals external to City government, subordinates, office staff; vendors, and others; occasionally communicates with the City's water customers; most information is subject to public disclosure, but must be appropriately stated to factually communicate circumstances, but not cause undue alarm; communicates in person, over the telephone and through two way radio communications equipment.

Errors in judgment and in administering the City's water treatment systems and human resources can result in higher than necessary operating costs, financial loss, the disruption and/or poor quality of related potable water services, and impose expenses recovering from errors.

STATEMENT OF DESCRIPTION: *This job specification does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.*

COMM. 1-3: Please identify any positions included in the salary expense of this filing that are currently vacant, the amount of the salary requested for each and why the position is needed.

Response: Presently there are two (2) vacancies; Microbiologist and Engineering Technician.

The salary expense in this filing for the Microbiologist is \$51,117.00. The position is necessary to conduct sampling and analysis to monitor the effectiveness of the treatment and water quality for compliance with the Drinking Regulations at the two (2) water treatment plants and in the distribution system. The Newport Water staff for the Water Laboratory consists of only two (2) positions, the Laboratory Supervisor and the Microbiologist.

The salary expense in this filing for the Engineering Technician is \$50,641.00. There are two (2) Engineering Technician positions. Two Engineering Technicians are necessary due to the volume of work which includes maintaining the water infrastructure records including the GIS, performing Dig Safe markings with in the required timeframe of 72 hours, performing field inspections, providing information/answering questions from contractors, engineers, and the general public. When both positions are filled one Technician is working primarily in the office while the other is performing tasks in the field.

Prepared by: Julia Fogue

COMM. 1-4: With regard to the two Engineering Technicians positions, are there any federal funds used for salaries and benefits since these positions are responsible for Dig Safe Programs. If so, please provide details. If not, please explain why.

Response: Newport Water is not aware of any federal funds available for salaries and benefits for the two Engineering Technicians positions. Newport contacted Dig Safe who is not aware of any such funding and referred us to the Division of Public Utilities and Carriers. Newport contacted the Division engineer responsible for Dig Safe who stated there were currently no federal funds available for salaries and benefits.

Prepared by: Julia Forgue

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-5: Please provide a copy of all union contracts currently in effect.

Response: Attached are the NEA Contracts for July 1, 2015 to June 30, 2016 and July 1, 2016 to June 30, 2019. The AFSCME Contract negotiations have concluded, and we are awaiting preparation and execution of a formal agreement. City Council approval of the final agreement is required, and we anticipate 6-8 weeks for approvals and execution of an agreement. Attached is the AFSCME Contract for the period July 1, 2012 to June 30, 2015.

Prepared by: Julia Forgue

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF NEWPORT

AND

NEWPORT MUNICIPAL EMPLOYEES ASSOCIATION,

NATIONAL EDUCATION ASSOCIATION

OF RHODE ISLAND

(LOCAL 840)

FOR THE PERIOD FROM

JULY 1, 2015 TO JUNE 30, 2016

ARTICLE 1

PURPOSE

1.0 It is the purpose of this agreement to carry out the policy of the City of Newport by encouraging a more harmonious and cooperative relationship between the City and its management employees. By means of this Agreement, the signatories hereto bind themselves to improve the standards of service to the people of the City of Newport. The signatories agree further that the laws of the State of Rhode Island, the Ordinances of the City of Newport and the will of the people of the City of Newport expressed through, referenda, or otherwise shall be enforced.

1.1 Pursuant to the provisions of the Public Laws of the State of Rhode Island, this Agreement is made and entered into this 28th day of December, in the year 2015, by and between the City of Newport Rhode Island (hereafter "the City") and the Newport Municipal Employees Association, National Education Association of Rhode Island (hereafter "the Union")

ARTICLE 2

RECOGNITION AND UNION SECURITY

2.1 Recognition

2.1. The City hereby recognizes that the Newport Municipal Employees Association, National Education Association of Rhode Island, is the exclusive bargaining agent for permanent, active employees in the following positions:

Administrative Assistant-Harbor
Administrative Assistant-Utilities
Beach Manager/Recreation Supervisor
Clean City Program Coordinator
Computer Manager
Deputy Tax Assessor
Deputy Zoning Officer
Deputy Zoning Officer (Part-Time)
Executive Secretary
Facilities Manager
Financial Analyst-Utilities
GIS Coordinator
Harbormaster
Help Desk Coordinator
Laboratory Supervisor
Microbiologist
Municipal Court Administrator
Planner
Preservation Planner
Purchasing Agent
Recreation Program Supervisor
Research & Development Administration
Senior Development Planner

Supervisor of Streets (until June 30, 2019)

Supervisor of Water Distribution/Collection

Web Developer

For the purpose of collective bargaining relative to wages, rates of pay and other terms and conditions of employment, this Agreement constitutes, for its duration, complete discharge and satisfaction of the obligations created by this section. The parties specifically agree that the positions of:

Accounting Supervisor

Administrative Assistant-Manager's Office

Assessor

Building Official

Budget and Financial Analyst

City Clerk

Controller

Deputy City Clerk

Deputy Utilities Director, Finance

Deputy utilities Director, Engineering

Director of Economic Development

Director of Finance and Support Services

Director of Planning, Zoning, Development & Inspections

Director of Public Services

Director of Recreation

Director of Utilities

Executive Assistant
Fire Chief
Human Resources Administrator
Human Resources Assistant
Information Technology Manager
Legal Assistant
Police Chief
Recreation Administrator
Redevelopment Agency Administrator/Grant Writer
Senior Accountant
Supervisor of Streets (as of July 1, 2019)
Tax Collector
Transportation Engineer
Trees and Grounds Supervisor
Water Quality Production Supervisor
Zoning Officer

Shall be excluded from the bargaining unit covered by this Agreement, and the Union agrees not to seek to represent nor accept into membership employees in any of these positions.

2.2 **Nondiscrimination**-All references to employees in this Agreement designate both genders, and whenever one gender is used, it shall be construed to include both male and female employees.

The Union and the City agree that neither shall discriminate against any employee in the administration of this Agreement because of membership or non-membership in the Union.

2.3 **Union Security-** All active permanent employees in the positions listed in Article 2, Section 1 of this Agreement shall have the right to join or refrain from joining the Newport Municipal Employees Association, National Education Association of Rhode Island. Employees who choose not to join the Union, however, and who are covered by the terms of this Agreement, shall be required to pay a monthly service fee to the Union, and/or special assessments from time to time, for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities to represent all of the employees in the collective bargaining with the City, the Union agrees that it will accept into membership every employee covered by this Agreement who tenders dues as a condition of acquiring and retaining membership. This fee shall be payable at the same time and in the same manner as members' dues, and the sum shall be fixed lawfully by the Union.

2.4 **Dues-** the City Agrees to deduct Union dues, as established by the Union, from the pay of each member of the bargaining unit who is a member of the Union in equal amounts from each pay, as the frequency of pay periods may require, upon receipt from each such member of a written authorization form. The amounts of such deductions from Union dues are to be transmitted to the duly elected Treasurer of the Union by the 8th day of each successive month. The Union will notify the City in writing not less than thirty (30) days prior to any change in the amount of Union dues.

2.5 **Indemnification-** The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article.

2.6 **Definitions-** (a) Whenever used in the Agreement, the terms “member” or “employee” shall have the same meaning, which is: active, permanent employee in the positions in the bargaining unit. Employees, who are on layoff, suspension without pay, or leave of absence or absent for active Military service shall be entitled to none of the benefits of this Agreement, except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided by law.

2.6(b) Notwithstanding any other provisions of this Agreement to the contrary, permanent, part-time employees, (i.e., those whose established schedule is for less than 32 hours per week), shall be entitled to pay for hours worked as established by this Agreement, and four hours pay for holidays, but to no other benefits or entitlements provided by this agreement.

Employees who are not full-time employees shall be entitled to benefits only to the extent provided by the Personnel Ordinance, as it may be amended from time to time.

2.7 **Union Officers and Representatives-** A written list of Union Officers and Representatives shall be furnished to the City immediately after designation, and the Union shall immediately notify the City of any changes therein.

ARTICLE 3

SCOPE OF AGREEMENT

3.1 **Scope-** This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the parties. The bargaining which preceded the execution hereof results in no agreements other than those expressly set forth herein and except to the extent that the express provisions of Article 1 through Article 29 of this Agreement expressly and necessarily place limits thereon, the City retains all the discretion and power of unilateral action possessed by it prior to its recognition of the Union and prior to the Union gaining the support of a majority of the employees.

3.2 **Saving Clauses-** Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 **Management-** the Union recognizes that except as specifically relinquished by the express terms of this Agreement, all rights to manage, direct or supervise the operation of the City and its employees are vested solely in the City. Except as expressly and

necessarily limited by the provisions of this Agreement, among the rights retained by the city pursuant to this Agreement are the rights to:

1. Hire, discharge or discipline employees for just cause.
2. Introduce new or improved work methods, procedures, equipment or facilities and to reduce the work force if, in its sole judgment, it (the City) requires fewer employees.
3. Layoff employees.
4. Assign work.
5. Fix standards of quality and quantity for work done.
6. Control the types of work, amounts of work, methods of accomplishing work and scheduling of operations
7. Determine the number of employees on any assignment and job content.
8. Rearrange jobs and tasks to improve operational efficiency and/or eliminate slack and idle time
9. Hire such temporary and/or part-time employees as it sees fit.
10. Determine how, when, where and by whom work shall be done and whether and to what extent employees covered by this Agreement shall perform it.
11. Enact and alter from time to time rules and regulations, governing the conduct of employees, and any and all aspects of employment and the internal conduct of the City and its departments, which are not in direct and necessary conflict with the explicit provisions of this Agreement. Such rules and regulations, policies and procedures, upon adoption, shall be given in writing to every employee covered

by this Agreement. All employees covered by this Agreement shall adhere to such rules and regulations

12. Fill or not to fill vacancies.

The listing of the foregoing specific rights in no way limits the generality of Article III thereof. Notwithstanding any other provision of this Agreement, the City retains the right to take any reasonable action in emergency situations, to protect the public interest, even if such action is contrary to the express terms of this Agreement.

4.2 **Subcontracting-** The City shall advise and inform the Union of any subcontracting work it plans to have performed which work has been exclusively performed by bargaining unit employees in the past. Notice shall be provided within ninety (90) days of the commencement of said work

ARTICLE 5

NO STRIKES

The Union and employees will not cause, call, encourage or sanction any strike, work stoppage, sick-out or slowdown, nor will the Union or any employee give assistance, encouragement or support to any concerted activity directed against any of the City's officials or managers in their homes or businesses.

ARTICLE 6

PROBATION

6.1 During the probationary period, individuals shall have no recourse to the grievance provisions of this Agreement.

6.2 During the probationary period, at least two (2) performance ratings shall be made on all probationary employees, the first is due at the end of three (3) months' employment, and the second is due at the end of the fifth month.

6.3 Upon completion of the probationary period, if an individual is not notified that his/her services are terminated he/she acquires full status as a regular employee.

ARTICLE 7

SENIORITY

7.1 SENIORITY- Definitions and Terms

7.1(a) Seniority shall be defined as the total length of continuous service with the Employer and shall begin to accrue, following completion of the probationary period.

Upon completion of the probationary period, seniority shall be based upon the employee's first day of work in the bargaining unit.

7.1(b) Individuals shall be considered on probation for six (6) months after the first day of employment in their position (classification) and the City shall have complete discretion during the probationary period to determine whether or not to retain any individual for any reason. An employee retained after the probationary period shall acquire seniority status dating from the first day of employment in their position. The City, with the agreement of the affected employee and Union may extend the probationary period. Employees hired on the same day shall be assigned relative seniority at random by lottery.

7.2 **Layoffs and Recall**

7.2(a) In the event that the City determines that it will have a layoff, employees shall be laid off in the affected Classifications in reverse order of seniority. Affected employees will remain on a preferential reemployment list for a period of two (2) years from the date of layoff and shall retain their seniority for this period.

7.2(b) Employees on layoff shall be entitled to recall for a period of two (2) years from the date of layoff to any vacant position for which he/she is qualified.

7.2(c) In the event of a recall, employees will be recalled in inverse order of layoff, provided they have the skills and experience necessary to perform the function of the vacant position. For purposes of this subsection, the following classifications shall be deemed to be the same: Chemist and Microbiologist.

7.2(d) Notice of recall shall be sent to the employee by certified mail, giving twenty-one (21) days notice of recall. Within seven (7) calendar days of receipt of the notice of recall, the employee must notify the City of intention to accept the recall. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail to the mailing address provide by the employee, who shall have the obligation to inform the City of latest mailing address.

7.2(e) Seniority shall be cumulative during periods of layoff.

7.3 **Forfeiture-** Seniority and employee status will be forfeited in the event of the following:

1. Failure to accept recall or to report to work in accordance with section 7.2 above;
2. Voluntary quit;

3. Discharge for just cause;
4. Absence from work without notice to the City for three (3) consecutive work days, except under extraordinary circumstances in which contacting their department head is impossible;
5. When an employee exceeds an authorized leave of absence;
6. Layoff for a period exceeding the period during which an employee has recall rights;
7. Dishonesty by the employee to the detriment of the City, the public or any other employee of the City, including, but not limited to, knowingly falsifying a public record.

7.4 Seniority List- A seniority list shall be prepared upon the execution of this Agreement, posted for all members of the bargaining unit to inspect, and a copy forwarded to the Union President. Any member who believes that his/her date of seniority is inaccurate shall bring this to the attention of the Union President, who shall meet with the Manager or his/her designee to resolve this matter. If unsuccessful, the dispute shall be submitted to the grievance procedure. Thereafter, an updated seniority list shall be posted annually, and a copy forwarded to the Union President.

ARTICLE 8

HOURS OF WORK

8.1 This Article is intended to define the normal hours of work and the normal work week and to provide the basis for calculation of compensatory time.

8.2 Hours- The regular work week for most employees shall consist of five (5) consecutive working days from Monday through Friday.

8.2(a) Except as listed below, all full time employees covered by this Agreement shall have a Monday-Friday, thirty-five (35) hour work week of seven (7) consecutive hours per day, exclusive of a one (1) hour lunch.

8.2(b) The position of Supervisor of Streets shall have a Monday-Friday, forty (40) hour work week of eight (8) consecutive hours per day, exclusive of a half (1/2) hour lunch.

8.2 (c) The position of Supervisor of Water Distribution/Collection shall have a Monday-Friday, thirty- seven (37) and a one-half (1/2) hour work week of seven (7) and one-half (1/2) consecutive hours per day, exclusive of a half (1/2) hour lunch.

8.2(d) The Computer Manager shall have a Monday-Friday, forty (40) hour work week of eight consecutive hours per day, exclusive of a one (1) hour lunch.

8.3 The following employees work a flexible work week, which incorporates existing weekend and/or evening work, and averages the number of hours per week respectively set forth:

Beach Manager (35)

Harbormaster (35)

Recreation Program Supervisor (35)

Laboratory employees (35)

8.4 Salaried employees shall not receive overtime pay. Salaried employees may be required to perform work, or attend meetings related to City business or work, other than during the normal workday, by the City Manager. Employees shall receive compensatory

time for such work and attendance at all such required meetings in accordance with the following:

(1) Compensatory time shall be credited for the actual time worked outside of normal hours of work.

(2) An employee shall be credited with a minimum of one (1) hour (in attendance with the foregoing) for each meeting or work assignment even if the meeting is for less than one (1) hour.

(3) Compensatory time shall be discharged within three (3) months of the date credited and may not be cashed in or carried over.

(4) Employees who are assigned to work outside of the “normal” work week will similarly earn and discharge compensatory time.

Certain employees, including but not limited to the Harbormaster, Beach Manager, Supervisor of Streets, Deputy Zoning Officer and the Supervisor of Water Distribution/Collection are subject to seasonal demand periods, during which they may not discharge the use of compensatory time. Said employees shall have up to three (3) months from the designated end of such period, to discharge compensatory time they accrued during said period.

8.5 In the event the City decides to change the hours (i.e., starting and ending times) of any employee, it will provide at least two (2) weeks notice before the date of the change.

8.6 The parties acknowledge that on-call responsibilities of employees can, from time to time, interfere with the employees’ personal and family obligations. An employee will

not be required to respond to all on call- demands if legitimate personal and family burdens prevent him/her from doing so.

ARTICLE 9
HOLIDAYS AND LEAVE

9.1(a) all employees covered by this Agreement shall be entitled to twelve (12) paid holidays, as follows:

- (1) New Years Day (January 1)
- (2) Martin Luther King Day (3rd Monday in January)
- (3) Washington's Birthday (3rd Monday in February)
- (4) RI Independence Day
- (5) Memorial Day (last Monday of May)
- (6) Independence Day (July 4th)
- (7) Victory Day (2nd Monday in August)
- (8) Labor Day (1st Monday in September)
- (9) Columbus Day (2nd Monday in October)
- (10) Veteran's day (November 11th)
- (11) Thanksgiving Day (4th Thursday in November)
- (12) Christmas Day (December 25th)

9.1(b) In the event that the RI General Assembly abolishes Victory Day as a State Holiday, employees will continue to receive the second (2nd) Monday in August as a day off with pay.

9.1(c) Whenever a holiday falls during an employee's scheduled vacation, the employee will not be charged vacation leave for that day.

9.1(d) When a holiday falls during a period of sick leave, the employee will not be charged sick leave for that day.

9.1(e) Employees will be provided an additional holiday implemented in accordance with the City Manager's "floating holiday" policy. However, the City Manager may, in the exercise of his sole discretion, abolish said holiday if this benefit is also abolished and no longer available to employees who are not members of any collective bargaining units.

9.2 **Annual Leave**

9.2(a) Any employee hired before 15, November, 2000 who has been in the employ of the employer for more than six (6) months of continuous service shall accrue vacation time on a monthly basis in accordance with the following schedule:

HOURS OF VACATION

(Accrual per Biweekly Pay Period)

1-10 years of service	4 hours
Beginning 11 th year	6 hours
Beginning 16 th year	8 hours

Annual leave shall also be added every July 1st to the annual leave of eligible employees, including those hired on or after November 15, 2000, in accordance with the following

a) Less than 5 years of service- 3 additional days (24 hours) of annual leave per year.

b) At least 5 years but less than 10 years - 4 additional days (32 hours) of annual leave per year.

c) At least 10 years but less than 15 years – 3 additional days (24 hours) of annual leave per year.

d) At least 15 years but less than 20 years -3 additional days (24 hours) of annual leave per year.

e) 20 years and over -5 additional days (40 hours) of annual leave per year.

9.2 (b) (1) For purposes of charging annual leave all work day shift shall be assumed to be eight (8) hour shifts.

9.2(b) (2) Annual leave granted shall not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.

9.2(b) (3) Unless an employee has a minimum balance of eight (8) hours at the start of at the bi-weekly pay period, he/she is not entitled to use annual leave.

9.2(b) (4) Annual leave shall not be granted when it is known that the employee does not expect to return to duty. Separations shall be effective as of the last day worked, except in the case of separation for disability or death.

9.2(c) Employees hired prior to November 15, 2000 may accumulate annual leave until it totals not more than 400 hours.

9.2(d) Any employee covered by this Agreement taking leave of absence without pay shall cease to accrue vacation (annual) leave during the period of such absence.

9.2(e) Approval for requests for annual leave will be determined based on the work requirements of the City and the desires of the employee. Requests for vacation leave of more than five (5) consecutive days will be submitted to the City Manager. All other requests for vacation leave shall be submitted to the Department Head.

9.2(f) Accrued vacation pay will be paid to any Employee upon termination of employment. In case of an Employee's death, payment of such accrued vacation time will be made to the Employee's estate.

9.2(g) At any time during the year, all full-time employees shall be entitled to sell back to the City a maximum of 200 hours of accumulated (not current) annual leave in increments of 50 hours per pay period. Payment shall be made within 30 days of an employee's request.

9.2(h) For employees hired on or after November 15, 2000, the maximum allowable annual leave accumulation shall be 300 hours and shall be granted as follows

Completed Service Hours

1-3 years: 3 hours/biweekly

4-10 years: 4 hours/biweekly

11-12 years: 5 hours/biweekly

13 years or more: 6 hours/biweekly

For employees hired on or after January 1, 2003, the maximum annual leave accumulated shall be 200 hours.

Upon successful conclusion of the probationary period, the employee shall receive all vacation as if accrued from the first (1st) day of work.

9.2(i) Employees will earn one (1) additional day of annual leave as a reward for not taking any sick leave during a specified period of three (3) months. The time periods shall generally consist of July 1 to September 30; October 1 to December 31; and January 1 to March 31; April 1 to June 30. However for administrative purposes, the pay period dates nearest the above calendar dates shall govern.

ARTICLE 10

ILLNESS AND INJURY

10.1 **Sick leave**-Sick leave shall be granted to employees when:

10.1(a) The employee is incapacitated from the performance of his/her duties by sickness, injury, confinement, or medical, dental or optical examination or treatment.

10.1(b) When a member of the immediate family of the employee is afflicted with a contagious disease requiring isolation, quarantine or restriction of movement for a particular period requiring the care and attendance of the employee; and

10.1(c) Through exposure to contagious disease, the presence of the employee at his/her post of duty would jeopardize the health of others.

10.2 **Accrual and Discharge of Sick Leave**- Full-time employees shall accrue sick leave as follows:

10.2(a) Employees shall accrue sick leave on the basis of four (4) hours for each biweekly pay period.

10.2(b) Employees hired on or after July 1, 1995 shall accumulate no more than one hundred twenty (120) days of sick leave (960 hours).

10.2 (c) For the purpose of charging sick leave, all workday shifts shall be the actual hours worked but not less than an eight (8) hour shift.

10.3 **Requests for Sick Leave: Approval – Limitations -Personal Day.** Sick leave with pay must be granted to regular employees in accordance with the following provisions:

10.3(a) An employee shall have been employed for a continuous period of thirty (30) days, without a break in service of one (1) or more workdays, before he/she is entitled to use sick leave.

10.3 (b) Sick leave granted shall not exceed the total amount accrued to an employee at the start of the biweekly pay period.

10.3(c) Unless an employee has a minimum balance of eight (8) hours at the start of the biweekly pay period, he/she is not entitled to use sick leave.

10.3(d) If an employee has no sick leave balance, absences due to illness may be charged in accordance with annual leave or leave without pay, Section 3.28.200 of the City Code and Article 9, Section 2 of this Agreement.

10.3(e) An employee who has accumulated one hundred four (104) hours of sick leave shall be entitled to one (1) personal day, so called. An employee who has accumulated two hundred eight (208) hours of sick leave shall be entitled to two (2) personal days, so called. An employee who has accumulated three hundred twelve (312) hours of sick leave shall be entitled to three (3) personal days, so-called. Regardless of the amount of accumulated sick leave, an employee shall not be entitled to more than three (3) personal days, so called, per year during the time period of this Agreement. An employee shall take his/her personal days, so called, in accordance with the procedures established by the City Manager for sick leave. In no event may a personal day be used the day before, the day of, or the day after a holiday or scheduled vacation. However, the employee's department head may waive such restrictions if, in his/her discretion usage would not cause staffing issues within the department. For the purposes of charging sick leave, a personal day shall be charged at eight (8) hours.

10.4 Advanced Sick Leave

10.4(a) Advance sick leave, not to exceed four (4) work weeks, may be granted by the City Manager to regular employees after the first (1st) six (6) months of employment in cases of serious disability or ailments when it is to the advantage of the City to do so. This authority may not be delegated.

10.4(b) Advanced sick leave may be granted irrespective of whether or not the employee has annual leave to his/her credit.

10.4(c) Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date and when the accrued sick leave will be exhausted, the amount of advance sick leave requested and the date to which such leave will extend.

10.4(d) Requests for advanced sick leave shall be evaluated against at least the following considerations without limitation:

10.4(d) (1) The employee's past leave record;

10.4(d) (2) The nature, seriousness and extent of illness or disability;

10.4(d) (3) The probability of return to duty and the prospect for continued employment;

10.4(d) (4) The probability of the employee liquidating the leave to be advanced.

10.4(e) Individuals, who, upon separation from City employment, are indebted for advance sick leave, shall reimburse the City, or appropriate deductions shall be made from his/her salary or any leave due him/her. This requirement may be waived in cases of

separation for a serious illness (which does not include maternity situations) or disability, which is confirmed by a statement of a licensed physician.

10.5 Reports and Investigations- Medical Certificates- Fraud- Reporting and investigating sickness, together with other miscellaneous factors relative to sick leave shall be handled as follows:

10.5(a) Reporting of Sickness. Employees who are absent from duty for reasons which entitle them to sick leave, shall ensure that their respective supervisors are notified within two (2) hours after their usual reporting time, if physically able to do so. Upon return to work, the employee shall immediately submit to his/her supervisor an authorization for leave form.

10.5(b) Medical Certificate. A medical statement may be required for any absence chargeable to sick leave; such statement shall normally be required for sick leave in excess of five (5) workdays.

10.5(c) False or Fraudulent use of Sick Leave. The City may investigate any absence for which sick leave is requested. False or fraudulent use of sick leave shall be cause for dismissal or appropriate disciplinary action against the offending employee.

10.6 Leave for Injury or Illness in Line of Duty- Leave for absence with compensation, as provided by the provisions of chapters 29 through 38, inclusive, of Title 28 of the General Laws of Rhode Island, 1956, as amended, known as the "Workers' Compensation Act", shall be granted to permanent employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own during actual performance of duty. Compensation shall consist of payment of all bills incurred as a direct and necessary result of such injury, which bills are not compensable

by any insurer or voluntary health program. Such leave shall start at such time as the employee is unable to perform his/her customary duties. Every application for such leave shall contain a statement by the employee, affirmed by his/her supervisor, setting forth the details of the accident and supported by the certificate of a licensed physician setting forth the nature and extent of the leave for injury in the line of duty. The employee shall provide information and the employee's first report of injury (DWCI) shall be submitted within twenty-four (24) hours of the injury for approval by the insurer named by the City. Every period of leave granted under this section shall be considered creditable service and shall be recorded on the employee's leave card, but shall not be charged to any other type of leave.

10.7 Payment for Unused Leave. Upon retirement, death or voluntary termination (as to voluntary termination, only after a minimum, of ten (10) years of service), an employee shall be paid for his/her accrued sick leave in accordance with the following:

10.7.1 Employees hired prior to July 1, 1995- 65% of accrued sick leave, with a maximum payout of \$25,000.00. This maximum payout shall not apply to employees who were notified in November 1995 that they were entitled to a maximum payout in excess of \$25,000. In those cases, the maximum payout shall be the amount reflected on said notice.

10.7.2 Employees hired on or after July 1, 1995-65% of accrued sick leave, with a maximum payout of \$10,000.00

10.7.3 Employees hired on or after January 1, 2001- 65% of accrued sick leave, with a maximum of \$7,500.00

10.8 **Light Duty-** Employees who are determined to be unfit for their regular duties, due to line of duty injury, may be ordered to return to work to perform such duties as they are capable of performing as suitable alternative employment pursuant to Workers Compensation Act. Such light duty may consist of duties normally performed by employees covered by this Agreement, other duties not normally performed by employees covered by this Agreement, or a combination of both. Employees will be deemed to have resigned employment if they refuse such work, unless there is a written medical doctor's opinion that they cannot perform such work.

10.9 **Examinations-**In the case of chronic or pattern absences, a City physician may examine an employee who reports an illness or injury whether job related or not and also determine whether or not an employee is ready to return to work.

ARTICLE 11

PAID LEAVE

11.1 Bereavement Leave

11.1(a) In the event of a death of a member of the family of an employee, the City will grant reasonable time off (as listed below) without loss of pay. In each situation, the time will not be charged to sick leave or vacation leave and unless otherwise approved by the City Manager, must be taken within the week following the death of any family member as follows: three (3) days for wife, husband, children, parents, parents-in-law, sister or brother), two (2) days for grandparents, grandchildren), and one (1) day for an employee's aunt, uncle, niece, nephew, sister-in-law or brother-in-law.

11.1 (b) More time in individual cases, due to unusual circumstances or for reasons other than those listed above may be granted, subject to the discretion of the City Manager.

11.1(c) If a death occurs in the immediate family during vacation, the days following within the funeral week procedure will not be charged to vacation time.

11.1(d) Additional time, when required, shall be charged to annual leave.

11.2 Maternity & Paternity Leave

11.2(a) Employees who have completed two (2) years of service with the City shall be granted a leave of absence, with out pay or benefit, for maternity. Written application for Maternity Leave must be filed with the Personnel Administrator at least sixty (60) days prior to the start of said leave.

11.2(b) Maternity leave shall not exceed six (6) months. If an employee has not returned to full time City employment at the end of six (6) months' Maternity leave, it shall be considered an automatic resignation.

11.2(c) Temporary replacements for employees on Maternity leave shall not be covered by the terms of this Agreement. The parties recognize that employees and the City have rights as provided by Federal and State FMLA laws, as they may be amended from time to time, in addition to those provided by this Agreement.

11.3 Union Business Leave

11.3(a) The Union President or his/her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, and to attend grievance arbitration and other administrative or court hearings, with prior approval from his/her Department Director.

11.3(b) Necessary employees shall be granted reasonable time off during working hours without loss of pay to testify at grievance hearings, arbitration's, and other administrative or court hearings arising out of their jobs, with prior approval from their Department Directors.

ARTICLE 12

GRIEVANCE PROCEDURES

12.1 The purpose of the grievance procedure shall be to establish an amicable avenue for the resolution of disputes as quickly as possible.

12.2 A grievance shall be defined as any difference or dispute between the City and the Union, or the City and an employee with respect to the interpretation, application, or violation of any provision of this Agreement.

12.3 The Grievance Procedure

12.3(a) A grievance by an employee shall be presented in writing to the employees' immediate supervisor outside of the bargaining unit by the aggrieved employee and the union within thirty (30) calendar days of when the employee/Union knew or should have known of the occurrence giving rise to the grievance. The immediate supervisor shall meet and discuss the grievance within three (3) working days of the receipt of the written grievance. The supervisor shall answer the grievance in writing within three (3) working days of the hearing. Within three (3) working days of the receipt of the written answer, the employee and the Union may re-file the grievance in writing to the employee's department head.

12.3(b) The department head shall meet and discuss the grievance within three (3) working days of receipt of the grievance. The department head shall answer the grievance in writing within three (3) working days of the hearing. Within five (5) working days of the receipt of the written answer, the employee and the Union may re-file the grievance in writing to the City Manager.

12.3(c) The City Manager shall meet and discuss the grievance within five (5) working days of receipt of the grievance. The City Manager shall answer the grievance in writing within five (5) working days of the hearing.

12.4 Arbitration

If the grievance is not resolved in accordance with the above procedure, it may be submitted to arbitration by the Union within thirty (30) calendar days of the written decision of the City Manager. Said arbitration will be conducted under the Voluntary Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding. The expenses of the arbitration shall be borne equally by the City and the Union.

12.5 Miscellaneous

12.5(a) The time limits herein shall be regarded as maximums; however, the parties may extend any time limit by mutual agreement.

12.5(b) A grievance may be processed to the next step on the grievance procedure if a decision has not been rendered within the time limits prescribed herein.

12.5(c) A failure of the City to respond to a grievance shall be deemed a denial of the grievance.

12.5(d) The failure of the Union to process a grievance within the time limits prescribed herein shall be deemed a waiver of the grievance.

12.5(e) The President of the Union or the Grievance Chair, and the grievant shall be granted time off without loss of pay to attend grievance and arbitration hearings.

12.5(f) All grievances concerning the suspension or dismissal of an employee shall be commenced at the level of the City Manager.

12.5(g) A member of the bargaining unit shall not be entitled to file a complaint to the Personnel Appeals Board pursuant to section 3.36.020 of City Ordinances.

ARTICLE 13

SALARIES

Effective July 1, 2015, each step of the bargaining unit salary scale shall be increased by 2.25%.

ARTICLE 14

INCLEMENT WEATHER POLICY

14.1(a) The City may suspend work, without loss of pay during extreme weather.

14.1(b) Non-essential employees are not required to report for work any time their building is closed because of inclement weather or other emergency without loss of pay.

14.1(c) On days that their building is closed early because of inclement weather or other emergency, non-essential employees shall be permitted to leave the building without loss of pay.

ARTICLE 15

DAMAGE OR STOLEN PERSONAL PROPERTY

15.1(a) The City will evaluate and fairly consider, on an individual basis, an employee's request for reimbursement for personal items, which have been damaged, destroyed or stolen in the performance of his/her job as a City employee.

15.1(b) Employees who must use their own tools at the request of the City to perform their work shall have any broken or worn tools replaced by tools of the same quality at the City's expense, provided tools to be replaced are turned into the City and the tools loss was work-connected and not the fault of the employee.

15.1(c) Employees who through no fault of their own break their eyeglasses while performing their duties, shall have them replaced.

15.1(d) Replacement or payment for replacement of tools and eyeglasses will be made within thirty (30) days of written notice to the City.

ARTICLE 16

PERSONNEL FILES

16.1 An employee shall, upon request during normal business hours, be permitted to examine his/her personnel file. However, letters of recommendation solicited in connection with initial employment shall not be available to that employee.

16.2 No derogatory material shall be placed in the employee's personnel file unless the employee has received a copy of the material and has had the opportunity to sign and date the material prior to it being placed in the personnel file. Derogatory material shall be defined as material which is adversely critical of the employee's character, service, performance, etc. The employee may file a written response to the derogatory material or submit the matter to the grievance procedure.

16.3 The content of an employee's personnel file shall be disclosed to the employee's Union Representative only with the written consent of the employee.

16.4 The official personnel file for each employee shall be maintained in the City Personnel Office.

ARTICLE 17

DISCIPLINE AND DISCHARGE

17.1 Disciplinary action may be imposed upon an employee only for just cause.

Disciplinary action shall normally include only the following:

- (1) Oral reprimand
- (2) Written reprimand

- (3) Suspension
- (4) Demotion where appropriate
- (5) Discharge

17.2 If the City Manager decides to suspend or discharge an employee, the employee and the Union shall receive written notice of said action.

17.3 If the City Manager decides to demote an employee, the employee and the Union shall receive written notice of said action, which will provide no less than two (2) weeks notice of the effective date of the demotion.

17.4 A written reprimand will be expunged from an employee's personnel file three (3) years following the issuance of the reprimand, so long as there has not been additional disciplinary action administered during that three (3) year period unless the parties agree otherwise.

ARTICLE 18

PROFESSIONAL DEVELOPMENT

18.1 To encourage the development of the individual employee's on-the-job performance and to make ready, experienced and knowledgeable replacements, the City shall establish in-service training classes to meet its needs. Notice of said training class is to be posted on all bulletin boards for at least ten (10) working days prior to the date of the class.

18.2 Employees within the bargaining unit may apply to the City Manager or his/her designee in advance to have the cost of tuition and required books reimbursed for courses

taken which are job related and approved at accredited colleges, universities, and trade schools or continuing adult education classes.

18.3 All employees covered by this collective bargaining Agreement with the City of Newport shall be allowed to attend Adult Education Classes, sponsored by the Newport School Department, at not cost, subject to the availability of classroom space and each individual employee's work schedule. Nothing herein contained shall allow an employee to attend said Adult Education Classes during an employee's hours of work with the City of Newport. Each class must have sufficient tuition-paying registrants, as well as first to be offered to those members of the School Department who are also eligible to participate. All books, supplies or other course-related expenses shall be at the cost of the employee. Both the Union and the City of Newport acknowledge that this Agreement is at the sole discretion of the Newport School Department and may be amended or eliminated at any time with no recourse on the part of the Union against the City of Newport or the Newport School Department.

ARTICLE 19

BULLETIN BOARDS

19.1 The City agrees to provide bulletin board space at all work locations where appropriate Union notices may be posted.

ARTICLE 20

LEGAL EXPENSE

20.1 The City will provide legal representation from the Office of the City Solicitor for all City employees covered by this Agreement who are sued for actions taken during the course of their employment, and will pay any judgment rendered in such legal action against the employee.

20.2 Employees shall immediately notify the City Manager and City Solicitor of any legal action filed against the employee arising out of their employment with the City. The City of Newport, however, reserves the right to decline to provide legal representation or any such judgment for any City employee where the City determines that the employee exceeded the scope of his/her authority. The City's determination is subject to the individual employee's right to pursue all appropriate grievance procedures afforded him/her by this Agreement.

ARTICLE 21

ORDINANCE AMENDMENTS

21.1 The City shall provide the Union with a copy of Title Three (3) each time said ordinances are reprinted as a result of amendments. Upon request, all Union pertinent council docket items are to be sent to the President of the Union.

ARTICLE 22

HEALTH AND SAFETY

22.1 The City and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

22.2 A comprehensive approach to workplace health and safety shall be the responsibility of the Risk Management Committee established pursuant to RIIRMT recommendations.

22.3 The City agrees to:

22.3(a) Keep all motor vehicle equipment in safe operating condition and institute maintenance schedules for equipment.

22.3(b) Make annual electrical and building inspections to ensure safe working conditions.

22.3(c) Make all accident reports available to the Union President for review on at least a quarterly basis.

22.3(d) Provide personal protective equipment including uniforms if required by the City, and rain gear, if needed, to perform assigned duties.

22.4 Employee complaints about health and safety issues shall be addressed through the grievance procedure.

ARTICLE 23

RETIREMENT

23.1 The City shall continue to participate in the Rhode Island Municipal Employees Retirement System (RIGL 45-21), including Plan B COLA (RIGL 45-21-52).

23.2 The City shall continue to annually reimburse employees an amount equal to 3% of their respective contributions to the retirement system.

ARTICLE 24

VACANCIES AND PROMOTIONS

24.1 Whenever a bargaining unit position becomes vacant and the City continues the position, the City shall post the vacancy in each building for a period of no less than fourteen (14) calendar days. A position shall become vacant due to resignation, retirement, promotion, demotion, dismissal, death, or the creation of a new position.

24.2 The posting shall include the job specifications and qualifications.

24.3 A member of the bargaining unit shall be given preference over outside applicants for appointments to a vacant position so long as he/she meets the qualifications which are determined by the Employer and placed on the job specifications and has had satisfactory performance in his/her current position. No outside applicants shall be considered unless the vacancy is not filled from within the bargaining unit.

24.4 Where there is more than one qualified applicant from within the bargaining unit, the senior member shall be appointed to the vacant position where the qualifications of the applicants from within the bargaining unit are substantially similar.

24.5 The terms of this provision shall apply to whether the vacancy is at a grade level which is lower, the same, or higher than held by the applicant from within the bargaining unit.

24.6 When a member of the bargaining unit is appointed to a new position within the bargaining unit, he/she shall undergo a new probationary period of three (3) months in that position. In the event the City decides that the employee is not satisfactorily performing the new job or the employee decides that he/she prefers his/her previous position, he/she will be returned without prejudice to the former position.

24.7 Within the first six (6) months after a successful bid to a position, an employee shall not be eligible to seek another bid under the provisions of this Agreement.

ARTICLE 25

RESIDENCY

25.1 Employees covered by this Agreement shall not be required to maintain residency in the City of Newport in order to hold their respective positions while working for the City.

ARTICLE 26

TITLES

26.1 None of the titles of Articles or sections within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one section from another.

ARTICLE 27

ALTERATIONS OF AGREEMENT

27.1 **Alterations in Writing-**Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 28

HEALTH, DENTAL AND LIFE INSURANCE

28.1 **Health Insurance-** All active, full time, permanent employees employed in the bargaining unit shall be provided with the following individual or family health insurance program dependent upon the marital status of the employee: a plan from a provider of health care benefit plans providing the benefits included in the Healthmate Coast to Coast (100%-80%) VAR 250 DED 75 ER Plan with prescription drug plan, \$600 deductible

cap. As of April 9, 2009, all employees of the bargaining unit shall pay two percent (2%) of their base salary not to exceed ten percent (10%) of the healthcare premium cost in the case of a family plan, and a one percent (1%) of their base salary not to exceed ten percent (10%) of the healthcare premium cost in the case of a single plan towards the cost of the health insurance coverage by way of payroll deduction. As of April 9, 2009, all new hires in the bargaining unit will pay three and one-half percent (3 ½%) of their base salary towards the cost of their health insurance coverage.

28.1.1 All members of the bargaining unit shall pay as of July 1, 2012 (effective upon signing the Agreement) ten percent (10%) of the premium/ cost for their health insurance coverage. As of June 30, 2013 said percentage shall increase to twelve point five percent (12.5%) and as of June 30, 2014, the required percentage payment shall be fifteen percent (15%) of the premium/cost for their coverage. In no event, however, shall an employee pay more than five percent (5%) of their salary for a family plan and two point five percent (2.5%) of their salary for a single plan.

28.1.2 If the City or its healthcare insurance coverage provider offers from time to time any healthcare plan in addition to, and more expensive than the base plan identified in section 28.1, then employees may opt for such a plan by paying the difference in the premium cost for such plan over the premium cost for the base plan by way of payroll deduction. Such employees shall, in addition, pay any and all premium sharing costs required to be paid by Article 28. Nothing in this section shall require the City to provide additional coverage plans other than the base plan.

28.1.3 As of January 1, 2016, the City will adopt a high deductible HSA plan and institute an IRS-qualified high-deductible "Health Savings Account" (HSA) plan with the

same Blue Cross Blue Shield Healthmate Coast to Coast/DED 250 coverage benefits with a \$2,000 (individual)/\$4,000 (family) annual deductible applicable to all in-network covered Healthcare Services and a \$4,000 (individual)/\$8,000 (family) annual deductible applicable to all Out-of-Network covered healthcare services (i.e. per the HSA Plan, for In-Network coverage, Members first pay \$2,000/year for an individual plan and \$4,000/year for a family plan for covered healthcare services and then the health plan begins paying 100% for all other In-Network covered Healthcare expenses for that year; and for Out-of-Network coverage, members must first pay \$4,000/year for an individual plan and \$8,000/year for a family plan for covered Healthcare services, and then the health plan begins paying 60% for all other Out-of-Network covered Healthcare expenses for that year).

The City shall as of January 1st of each year fully fund each Member's HSA Deductible account (i.e. with \$2,000 for individual plans and \$4,000 for family plans) and then the Members shall "reimburse" the City for the Member's share of the Deductible account payment through the payment of bi-weekly Pre-Tax Healthcare Contributions payments in the amount of:

- \$1,000/year - \$38.46 bi-weekly for individual coverage and \$2,000/year
- \$76.92 bi-weekly for Family Coverage
- HSA Deductible accounts are used to pay the annual Deductibles set forth above.

New hires will receive a prorated contribution based on 1/12th of the City's contribution for each month covered under the HSA and would pay back one half of that

amount, by payroll deduction, in equal installments for the remaining pay periods in the plan year.

Employees who separate from City service are required to pay back the amount of the funding that was advanced to the employee prorated by the months remaining in the plan year that the employee will not be covered under the HAS.

Employees who switch from individual coverage to family coverage during the plan year will be funded by the City for the family contribution, prorated by the months remaining in the plan year. The employee will pay back one half of that amount, by payroll deductions, in equal installments for the remaining pay periods in the plan year.

Employees who switch from family coverage to individual coverage during the plan year will be required to reimburse the City the difference in the contribution from family coverage to individual coverage prorated by the months remaining in the plan year. Reimbursement will be by payroll deduction in equal installments for the remaining pay periods in the plan year.

Administrative fees from the HSA third party administrator will be paid by the employee and will be payroll deducted. The current fee is \$3.75 per month per employee resulting in a payroll deduction of \$1.73 per pay period. The City will pay the annual up-front set up fees of \$300.00 with an ongoing annual cost of \$200.00.

FSA plans must have a zero balance on December 31, 2015 in order for the employee to be qualified for an HSA.

28.2 **Dental Insurance.** All active, full-time, permanent employees covered under this Agreement shall be provided with the basic Delta Dental, with Levels, I, II, III and IV, dental insurance program. Coverage shall be individual or family dependent upon the employee's marital status.

28.3 **Life Insurance.** All employees covered by this Agreement shall be provided with a paid fifty thousand dollar (\$50,000) group term life insurance policy benefit upon completion of two (2) years of service.

28.4 Employees who retire shall be entitled to continue to receive health insurance on the same terms and pursuant to the same group plan as is available for active employees until such time as the employee becomes eligible for health insurance coverage pursuant to Medicare or because of other employment (his/her own or spouse's). If an employee who has retired from the City's service subsequently loses coverage pursuant to other employment before achieving age sixty-five (65), then the City will place the retiree back on the City's health plan within thirty (30) days after the date of receipt of notification by the employee. Retirees will be provided Plan 65 or similar coverage offered by health insurance providers upon reaching age sixty-five (65) and plan supplementation will be provided at no cost to said retiree. However, as of June 1, 2009, the City's obligation herein to provide Plan 65 or any other medical insurance coverage to retirees retiring on that date or thereafter upon reaching age 65 shall terminate. As of April 9, 2009, all employees of the bargaining unit retiring on said date or thereafter, shall pay three percent (3%) of the cost of their continued health insurance coverage as a condition for such continued coverage.

Any member of the bargaining unit retiring on or after January 1, 2016 prior to age 65, will be provided health insurance coverage until reaching age 65, similar in nature to the existing Healthmate Coast to Coast DED 250 plan which has been offered to active bargaining unit members prior to January 1, 2016, however, with a prescription drug cap deductible of \$1000. The retired member shall pay a premium cost share of five (5%) percent.

Plan 65 medical insurance coverage shall be granted to the incumbent supervisor of streets member employed in this position as of July 1, 2015 only. No other member retiring on or after June 1, 2009 shall be entitled to Plan 65 or any other medical insurance coverage upon reaching the age of 65.

28.5 Prior to July 1, 2004, the City had been allowing members of the bargaining unit to participate in the City's health insurance buyback program. The parties disagree as to whether the City was required to continue to provide this benefit. The parties agree that no new members of the bargaining unit will be allowed to buyback benefits as of July 1, 2006. For those bargaining unit members participating in the program prior to July 1, 2006, the buyback benefit will be limited to Six Thousand Dollars (\$6000) as of July 1, 2007, Five Thousand Dollars (\$5000) as of July 1, 2008, and One Thousand Dollars (\$1000) as of June 1, 2009.

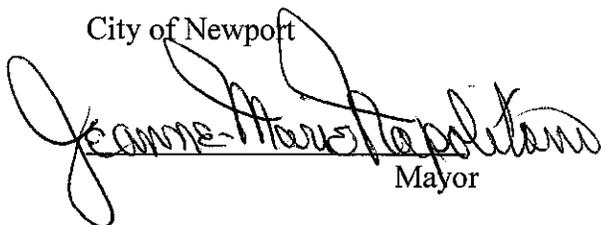
ARTICLE 29

DURATION OF AGREEMENT

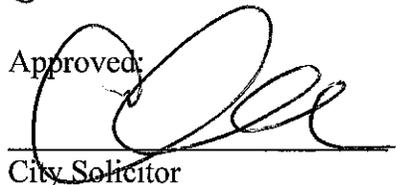
29.1 This Agreement shall be for a period commencing July 1, 2015 through June 30, 2016.

IN WITNESS WHEREOF, the City of Newport has caused this instrument to be executed and its corporate seal to be affixed by the Mayor of the City of Newport, thereunto duly authorized by the City Council of the City of Newport, as of the day and year first above written; and the said Newport Municipal Employees Association, National Education Association of Rhode Island, has caused this instrument to be executed by its President and its Secretary, thereunto duly authorized as of this day and first above written.

City of Newport

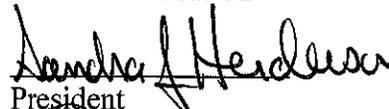

Mayor

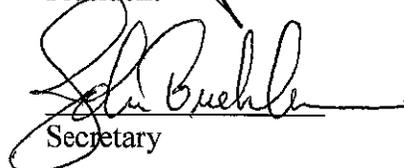
Approved:


City Solicitor

Date: 12/28/15

Newport Municipal
Employees Association,
National Education


President


Secretary

Date: 28 DEC 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF NEWPORT

AND

NEWPORT MUNICIPAL EMPLOYEES ASSOCIATION,

NATIONAL EDUCATION ASSOCIATION

OF RHODE ISLAND

(LOCAL 840)

FOR THE PERIOD FROM

JULY 1, 2016 TO JUNE 30, 2019

ARTICLE 1

PURPOSE

1.0 It is the purpose of this agreement to carry out the policy of the City of Newport by encouraging a more harmonious and cooperative relationship between the City and its management employees. By means of this Agreement, the signatories hereto bind themselves to improve the standards of service to the people of the City of Newport. The signatories agree further that the laws of the State of Rhode Island, the Ordinances of the City of Newport and the will of the people of the City of Newport expressed through, referenda, or otherwise shall be enforced.

1.1 Pursuant to the provisions of the Public Laws of the State of Rhode Island, this Agreement is made and entered into this 28th day of December, in the year 2015, by and between the City of Newport Rhode Island (hereafter "the City") and the Newport Municipal Employees Association, National Education Association of Rhode Island (hereafter "the Union")

ARTICLE 2

RECOGNITION AND UNION SECURITY

2.1 Recognition

2.1. The City hereby recognizes that the Newport Municipal Employees Association, National Education Association of Rhode Island, is the exclusive bargaining agent for permanent, active employees in the following positions:

Administrative Assistant-Harbor
Administrative Assistant-Utilities
Beach Manager/Recreation Supervisor
Clean City Program Coordinator
Computer Manager
Deputy Tax Assessor
Deputy Zoning Officer
Deputy Zoning Officer (Part-Time)
Executive Secretary
Facilities Manager
Financial Analyst-Utilities
GIS Coordinator
Harbormaster
Help Desk Coordinator
Laboratory Supervisor
Microbiologist
Municipal Court Administrator
Planner
Preservation Planner
Purchasing Agent
Recreation Program Supervisor
Research & Development Administration
Senior Development Planner

Supervisor of Streets (until June 30, 2019)

Supervisor of Water Distribution/Collection

Web Developer

For the purpose of collective bargaining relative to wages, rates of pay and other terms and conditions of employment, this Agreement constitutes, for its duration, complete discharge and satisfaction of the obligations created by this section. The parties specifically agree that the positions of:

Accounting Supervisor

Administrative Assistant-Manager's Office

Assessor

Building Official

Budget and Financial Analyst

City Clerk

Controller

Deputy City Clerk

Deputy Utilities Director, Finance

Deputy utilities Director, Engineering

Director of Economic Development

Director of Finance and Support Services

Director of Planning, Zoning, Development & Inspections

Director of Public Services

Director of Recreation

Director of Utilities

Executive Assistant
Fire Chief
Human Resources Administrator
Human Resources Assistant
Information Technology Manager
Legal Assistant
Police Chief
Recreation Administrator
Redevelopment Agency Administrator/Grant Writer
Senior Accountant
Supervisor of Streets (as of July 1, 2019)
Tax Collector
Transportation Engineer
Trees and Grounds Supervisor
Water Quality Production Supervisor
Zoning Officer

Shall be excluded from the bargaining unit covered by this Agreement, and the Union agrees not to seek to represent nor accept into membership employees in any of these positions.

2.2 **Nondiscrimination**-All references to employees in this Agreement designate both genders, and whenever one gender is used, it shall be construed to include both male and female employees.

The Union and the City agree that neither shall discriminate against any employee in the administration of this Agreement because of membership or non-membership in the Union.

2.3 **Union Security-** All active permanent employees in the positions listed in Article 2, Section 1 of this Agreement shall have the right to join or refrain from joining the Newport Municipal Employees Association, National Education Association of Rhode Island. Employees who choose not to join the Union, however, and who are covered by the terms of this Agreement, shall be required to pay a monthly service fee to the Union, and/or special assessments from time to time, for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities to represent all of the employees in the collective bargaining with the City, the Union agrees that it will accept into membership every employee covered by this Agreement who tenders dues as a condition of acquiring and retaining membership. This fee shall be payable at the same time and in the same manner as members' dues, and the sum shall be fixed lawfully by the Union.

2.4 **Dues-** the City Agrees to deduct Union dues, as established by the Union, from the pay of each member of the bargaining unit who is a member of the Union in equal amounts from each pay, as the frequency of pay periods may require, upon receipt from each such member of a written authorization form. The amounts of such deductions from Union dues are to be transmitted to the duly elected Treasurer of the Union by the 8th day of each successive month. The Union will notify the City in writing not less than thirty (30) days prior to any change in the amount of Union dues.

2.5 **Indemnification-** The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article.

2.6 **Definitions-** (a) Whenever used in the Agreement, the terms “member” or “employee” shall have the same meaning, which is: active, permanent employee in the positions in the bargaining unit. Employees, who are on layoff, suspension without pay, or leave of absence or absent for active Military service shall be entitled to none of the benefits of this Agreement, except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided by law.

2.6(b) Notwithstanding any other provisions of this Agreement to the contrary, permanent, part-time employees, (i.e., those whose established schedule is for less than 32 hours per week), shall be entitled to pay for hours worked as established by this Agreement, and four hours pay for holidays, but to no other benefits or entitlements provided by this agreement.

Employees who are not full-time employees shall be entitled to benefits only to the extent provided by the Personnel Ordinance, as it may be amended from time to time.

2.7 **Union Officers and Representatives-** A written list of Union Officers and Representatives shall be furnished to the City immediately after designation, and the Union shall immediately notify the City of any changes therein.

ARTICLE 3

SCOPE OF AGREEMENT

3.1 **Scope-** This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the parties. The bargaining which preceded the execution hereof results in no agreements other than those expressly set forth herein and except to the extent that the express provisions of Article 1 through Article 29 of this Agreement expressly and necessarily place limits thereon, the City retains all the discretion and power of unilateral action possessed by it prior to its recognition of the Union and prior to the Union gaining the support of a majority of the employees.

3.2 **Saving Clauses-** Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 **Management-** the Union recognizes that except as specifically relinquished by the express terms of this Agreement, all rights to manage, direct or supervise the operation of the City and its employees are vested solely in the City. Except as expressly and

necessarily limited by the provisions of this Agreement, among the rights retained by the city pursuant to this Agreement are the rights to:

1. Hire, discharge or discipline employees for just cause.
2. Introduce new or improved work methods, procedures, equipment or facilities and to reduce the work force if, in its sole judgment, it (the City) requires fewer employees.
3. Layoff employees.
4. Assign work.
5. Fix standards of quality and quantity for work done.
6. Control the types of work, amounts of work, methods of accomplishing work and scheduling of operations
7. Determine the number of employees on any assignment and job content.
8. Rearrange jobs and tasks to improve operational efficiency and/or eliminate slack and idle time
9. Hire such temporary and/or part-time employees as it sees fit.
10. Determine how, when, where and by whom work shall be done and whether and to what extent employees covered by this Agreement shall perform it.
11. Enact and alter from time to time rules and regulations, governing the conduct of employees, and any and all aspects of employment and the internal conduct of the City and its departments, which are not in direct and necessary conflict with the explicit provisions of this Agreement. Such rules and regulations, policies and procedures, upon adoption, shall be given in writing to every employee covered

by this Agreement. All employees covered by this Agreement shall adhere to such rules and regulations

12. Fill or not to fill vacancies.

The listing of the foregoing specific rights in no way limits the generality of Article III thereof. Notwithstanding any other provision of this Agreement, the City retains the right to take any reasonable action in emergency situations, to protect the public interest, even if such action is contrary to the express terms of this Agreement.

4.2 **Subcontracting-** The City shall advise and inform the Union of any subcontracting work it plans to have performed which work has been exclusively performed by bargaining unit employees in the past. Notice shall be provided within ninety (90) days of the commencement of said work

ARTICLE 5

NO STRIKES

The Union and employees will not cause, call, encourage or sanction any strike, work stoppage, sick-out or slowdown, nor will the Union or any employee give assistance, encouragement or support to any concerted activity directed against any of the City's officials or managers in their homes or businesses.

ARTICLE 6

PROBATION

6.1 During the probationary period, individuals shall have no recourse to the grievance provisions of this Agreement.

6.2 During the probationary period, at least two (2) performance ratings shall be made on all probationary employees, the first is due at the end of three (3) months' employment, and the second is due at the end of the fifth month.

6.3 Upon completion of the probationary period, if an individual is not notified that his/her services are terminated he/she acquires full status as a regular employee.

ARTICLE 7

SENIORITY

7.1 SENIORITY- Definitions and Terms

7.1(a) Seniority shall be defined as the total length of continuous service with the Employer and shall begin to accrue, following completion of the probationary period. Upon completion of the probationary period, seniority shall be based upon the employee's first day of work in the bargaining unit.

7.1(b) Individuals shall be considered on probation for six (6) months after the first day of employment in their position (classification) and the City shall have complete discretion during the probationary period to determine whether or not to retain any individual for any reason. An employee retained after the probationary period shall acquire seniority status dating from the first day of employment in their position. The City, with the agreement of the affected employee and Union may extend the probationary period. Employees hired on the same day shall be assigned relative seniority at random by lottery.

7.2 **Layoffs and Recall**

7.2(a) In the event that the City determines that it will have a layoff, employees shall be laid off in the affected Classifications in reverse order of seniority. Affected employees will remain on a preferential reemployment list for a period of two (2) years from the date of layoff and shall retain their seniority for this period.

7.2(b) Employees on layoff shall be entitled to recall for a period of two (2) years from the date of layoff to any vacant position for which he/she is qualified.

7.2(c) In the event of a recall, employees will be recalled in inverse order of layoff, provided they have the skills and experience necessary to perform the function of the vacant position. For purposes of this subsection, the following classifications shall be deemed to be the same: Chemist and Microbiologist.

7.2(d) Notice of recall shall be sent to the employee by certified mail, giving twenty-one (21) days notice of recall. Within seven (7) calendar days of receipt of the notice of recall, the employee must notify the City of intention to accept the recall. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail to the mailing address provide by the employee, who shall have the obligation to inform the City of latest mailing address.

7.2(e) Seniority shall be cumulative during periods of layoff.

7.3 **Forfeiture-** Seniority and employee status will be forfeited in the event of the following:

1. Failure to accept recall or to report to work in accordance with section 7.2 above;
2. Voluntary quit;

3. Discharge for just cause;
4. Absence from work without notice to the City for three (3) consecutive work days, except under extraordinary circumstances in which contacting their department head is impossible;
5. When an employee exceeds an authorized leave of absence;
6. Layoff for a period exceeding the period during which an employee has recall rights;
7. Dishonesty by the employee to the detriment of the City, the public or any other employee of the City, including, but not limited to, knowingly falsifying a public record.

7.4 Seniority List- A seniority list shall be prepared upon the execution of this Agreement, posted for all members of the bargaining unit to inspect, and a copy forwarded to the Union President. Any member who believes that his/her date of seniority is inaccurate shall bring this to the attention of the Union President, who shall meet with the Manager or his/her designee to resolve this matter. If unsuccessful, the dispute shall be submitted to the grievance procedure. Thereafter, an updated seniority list shall be posted annually, and a copy forwarded to the Union President.

ARTICLE 8

HOURS OF WORK

8.1 This Article is intended to define the normal hours of work and the normal work week and to provide the basis for calculation of compensatory time.

8.2 Hours- The regular work week for most employees shall consist of five (5) consecutive working days from Monday through Friday.

8.2(a) Except as listed below, all full time employees covered by this Agreement shall have a Monday-Friday, thirty-five (35) hour work week of seven (7) consecutive hours per day, exclusive of a one (1) hour lunch.

8.2(b) The position of Supervisor of Streets shall have a Monday-Friday, forty (40) hour work week of eight (8) consecutive hours per day, exclusive of a half (1/2) hour lunch.

8.2 (c) The position of Supervisor of Water Distribution/Collection shall have a Monday-Friday, thirty- seven (37) and a one-half (1/2) hour work week of seven (7) and one-half (1/2) consecutive hours per day, exclusive of a half (1/2) hour lunch.

8.2(d) The Computer Manager shall have a Monday-Friday, forty (40) hour work week of eight consecutive hours per day, exclusive of a one (1) hour lunch.

8.3 The following employees work a flexible work week, which incorporates existing weekend and/or evening work, and averages the number of hours per week respectively set forth:

Beach Manager (35)

Harbormaster (35)

Recreation Program Supervisor (35)

Laboratory employees (35)

8.4 Salaried employees shall not receive overtime pay. Salaried employees may be required to perform work, or attend meetings related to City business or work, other than during the normal workday, by the City Manager. Employees shall receive compensatory

time for such work and attendance at all such required meetings in accordance with the following:

(1) Compensatory time shall be credited for the actual time worked outside of normal hours of work.

(2) An employee shall be credited with a minimum of one (1) hour (in attendance with the foregoing) for each meeting or work assignment even if the meeting is for less than one (1) hour.

(3) Compensatory time shall be discharged within three (3) months of the date credited and may not be cashed in or carried over.

(4) Employees who are assigned to work outside of the “normal” work week will similarly earn and discharge compensatory time.

Certain employees, including but not limited to the Harbormaster, Beach Manager, Supervisor of Streets, Deputy Zoning Officer and the Supervisor of Water Distribution/Collection are subject to seasonal demand periods, during which they may not discharge the use of compensatory time. Said employees shall have up to three (3) months from the designated end of such period, to discharge compensatory time they accrued during said period.

8.5 In the event the City decides to change the hours (i.e., starting and ending times) of any employee, it will provide at least two (2) weeks notice before the date of the change.

8.6 The parties acknowledge that on-call responsibilities of employees can, from time to time, interfere with the employees’ personal and family obligations. An employee will

not be required to respond to all on call- demands if legitimate personal and family burdens prevent him/her from doing so.

ARTICLE 9

HOLIDAYS AND LEAVE

9.1(a) all employees covered by this Agreement shall be entitled to twelve (12) paid holidays, as follows:

- (1) New Years Day (January 1)
- (2) Martin Luther King Day (3rd Monday in January)
- (3) Washington's Birthday (3rd Monday in February)
- (4) RI Independence Day
- (5) Memorial Day (last Monday of May)
- (6) Independence Day (July 4th)
- (7) Victory Day (2nd Monday in August)
- (8) Labor Day (1st Monday in September)
- (9) Columbus Day (2nd Monday in October)
- (10) Veteran's day (November 11th)
- (11) Thanksgiving Day (4th Thursday in November)
- (12) Christmas Day (December 25th)

9.1(b) In the event that the RI General Assembly abolishes Victory Day as a State Holiday, employees will continue to receive the second (2nd) Monday in August as a day off with pay.

9.1(c) Whenever a holiday falls during an employee's scheduled vacation, the employee will not be charged vacation leave for that day.

9.1(d) When a holiday falls during a period of sick leave, the employee will not be charged sick leave for that day.

9.1(e) Employees will be provided an additional holiday implemented in accordance with the City Manager's "floating holiday" policy. However, the City Manager may, in the exercise of his sole discretion, abolish said holiday if this benefit is also abolished and no longer available to employees who are not members of any collective bargaining units.

9.2 Annual Leave

9.2(a) Any employee hired before 15, November, 2000 who has been in the employ of the employer for more than six (6) months of continuous service shall accrue vacation time on a monthly basis in accordance with the following schedule:

HOURS OF VACATION

(Accrual per Biweekly Pay Period)

1-10 years of service	4 hours
Beginning 11 th year	6 hours
Beginning 16 th year	8 hours

Annual leave shall also be added every July 1st to the annual leave of eligible employees, including those hired on or after November 15, 2000, in accordance with the following

a) Less than 5 years of service- 3 additional days (24 hours) of annual leave per year.

b) At least 5 years but less than 10 years - 4 additional days (32 hours) of annual leave per year.

c) At least 10 years but less than 15 years – 3 additional days (24 hours) of annual leave per year.

d) At least 15 years but less than 20 years -3 additional days (24 hours) of annual leave per year.

e) 20 years and over -5 additional days (40 hours) of annual leave per year.

9.2 (b) (1) For purposes of charging annual leave all work day shift shall be assumed to be eight (8) hour shifts.

9.2(b) (2) Annual leave granted shall not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.

9.2(b) (3) Unless an employee has a minimum balance of eight (8) hours at the start of at the bi-weekly pay period, he/she is not entitled to use annual leave.

9.2(b) (4) Annual leave shall not be granted when it is known that the employee does not expect to return to duty. Separations shall be effective as of the last day worked, except in the case of separation for disability or death.

9.2(c) Employees hired prior to November 15, 2000 may accumulate annual leave until it totals not more than 400 hours.

9.2(d) Any employee covered by this Agreement taking leave of absence without pay shall cease to accrue vacation (annual) leave during the period of such absence.

9.2(e) Approval for requests for annual leave will be determined based on the work requirements of the City and the desires of the employee. Requests for vacation leave of more than five (5) consecutive days will be submitted to the City Manager. All other requests for vacation leave shall be submitted to the Department Head.

9.2(f) Accrued vacation pay will be paid to any Employee upon termination of employment. In case of an Employee's death, payment of such accrued vacation time will be made to the Employee's estate.

9.2(g) At any time during the year, all full-time employees shall be entitled to sell back to the City a maximum of 200 hours of accumulated (not current) annual leave in increments of 50 hours per pay period. Payment shall be made within 30 days of an employee's request.

9.2(h) For employees hired on or after November 15, 2000, the maximum allowable annual leave accumulation shall be 300 hours and shall be granted as follows

Completed Service Hours

1-3 years: 3 hours/biweekly

4-10 years: 4 hours/biweekly

11-12 years: 5 hours/biweekly

13 years or more: 6 hours/biweekly

For employees hired on or after January 1, 2003, the maximum annual leave accumulated shall be 200 hours.

Upon successful conclusion of the probationary period, the employee shall receive all vacation as if accrued from the first (1st) day of work.

9.2(i) Employees will earn one (1) additional day of annual leave as a reward for not taking any sick leave during a specified period of three (3) months. The time periods shall generally consist of July 1 to September 30; October 1 to December 31; and January 1 to March 31; April 1 to June 30. However for administrative purposes, the pay period dates nearest the above calendar dates shall govern.

ARTICLE 10
ILLNESS AND INJURY

10.1 **Sick leave**-Sick leave shall be granted to employees when:

10.1(a) The employee is incapacitated from the performance of his/her duties by sickness, injury, confinement, or medical, dental or optical examination or treatment.

10.1(b) When a member of the immediate family of the employee is afflicted with a contagious disease requiring isolation, quarantine or restriction of movement for a particular period requiring the care and attendance of the employee; and

10.1(c) Through exposure to contagious disease, the presence of the employee at his/her post of duty would jeopardize the health of others.

10.2 **Accrual and Discharge of Sick Leave**- Full-time employees shall accrue sick leave as follows:

10.2(a) Employees shall accrue sick leave on the basis of four (4) hours for each biweekly pay period.

10.2(b) Employees hired on or after July 1, 1995 shall accumulate no more than one hundred twenty (120) days of sick leave (960 hours).

10.2 (c) For the purpose of charging sick leave, all workday shifts shall be the actual hours worked but not less than an eight (8) hour shift.

10.3 Requests for Sick Leave: Approval – Limitations -Personal Day. Sick leave with pay must be granted to regular employees in accordance with the following provisions:

10.3(a) An employee shall have been employed for a continuous period of thirty (30) days, without a break in service of one (1) or more workdays, before he/she is entitled to use sick leave.

10.3 (b) Sick leave granted shall not exceed the total amount accrued to an employee at the start of the biweekly pay period.

10.3(c) Unless an employee has a minimum balance of eight (8) hours at the start of the biweekly pay period, he/she is not entitled to use sick leave.

10.3(d) If an employee has no sick leave balance, absences due to illness may be charged in accordance with annual leave or leave without pay, Section 3.28.200 of the City Code and Article 9, Section 2 of this Agreement.

10.3(e) An employee who has accumulated one hundred four (104) hours of sick leave shall be entitled to one (1) personal day, so called. An employee who has accumulated two hundred eight (208) hours of sick leave shall be entitled to two (2) personal days, so called. An employee who has accumulated three hundred twelve (312) hours of sick leave shall be entitled to three (3) personal days, so-called. Regardless of the amount of accumulated sick leave, an employee shall not be entitled to more than three (3) personal days, so called, per year during the time period of this Agreement. An employee shall take his/her personal days, so called, in accordance with the procedures established by the City Manager for sick leave. In no event may a personal day be used

the day before, the day of, or the day after a holiday or scheduled vacation. However, the employee's department head may waive such restrictions if, in his/her discretion usage would not cause staffing issues within the department. For the purposes of charging sick leave, a personal day shall be charged at eight (8) hours.

10.4 Advanced Sick Leave

10.4(a) Advance sick leave, not to exceed four (4) work weeks, may be granted by the City Manager to regular employees after the first (1st) six (6) months of employment in cases of serious disability or ailments when it is to the advantage of the City to do so. This authority may not be delegated.

10.4(b) Advanced sick leave may be granted irrespective of whether or not the employee has annual leave to his/her credit.

10.4(c) Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date and when the accrued sick leave will be exhausted, the amount of advance sick leave requested and the date to which such leave will extend.

10.4(d) Requests for advanced sick leave shall be evaluated against at least the following considerations without limitation:

10.4(d) (1) The employee's past leave record;

10.4(d) (2) The nature, seriousness and extent of illness or disability;

10.4(d) (3) The probability of return to duty and the prospect for continued employment;

10.4(d) (4) The probability of the employee liquidating the leave to be advanced.

10.4(e) Individuals, who, upon separation from City employment, are indebted for advance sick leave, shall reimburse the City, or appropriate deductions shall be made from his/her salary or any leave due him/her. This requirement may be waived in cases of separation for a serious illness (which does not include maternity situations) or disability, which is confirmed by a statement of a licensed physician.

10.5 Reports and Investigations- Medical Certificates- Fraud- Reporting and investigating sickness, together with other miscellaneous factors relative to sick leave shall be handled as follows:

10.5(a) Reporting of Sickness. Employees who are absent from duty for reasons which entitle them to sick leave, shall ensure that their respective supervisors are notified within two (2) hours after their usual reporting time, if physically able to do so. Upon return to work, the employee shall immediately submit to his/her supervisor an authorization for leave form.

10.5(b) Medical Certificate. A medical statement may be required for any absence chargeable to sick leave; such statement shall normally be required for sick leave in excess of five (5) workdays.

10.5(c) False or Fraudulent use of Sick Leave. The City may investigate any absence for which sick leave is requested. False or fraudulent use of sick leave shall be cause for dismissal or appropriate disciplinary action against the offending employee.

10.6 Leave for Injury or Illness in Line of Duty- Leave for absence with compensation, as provided by the provisions of chapters 29 through 38, inclusive, of Title 28 of the General Laws of Rhode Island, 1956, as amended, known as the "Workers'

Compensation Act”, shall be granted to permanent employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own during actual performance of duty. Compensation shall consist of payment of all bills incurred as a direct and necessary result of such injury, which bills are not compensable by any insurer or voluntary health program. Such leave shall start at such time as the employee is unable to perform his/her customary duties. Every application for such leave shall contain a statement by the employee, affirmed by his/her supervisor, setting forth the details of the accident and supported by the certificate of a licensed physician setting forth the nature and extent of the leave for injury in the line of duty. The employee shall provide information and the employee’s first report of injury (DWCI) shall be submitted within twenty-four (24) hours of the injury for approval by the insurer named by the City. Every period of leave granted under this section shall be considered creditable service and shall be recorded on the employee’s leave card, but shall not be charged to any other type of leave.

10.7 Payment for Unused Leave. Upon retirement, death or voluntary termination (as to voluntary termination, only after a minimum, of ten (10) years of service), an employee shall be paid for his/her accrued sick leave in accordance with the following:

10.7.1 Employees hired prior to July 1, 1995- 65% of accrued sick leave, with a maximum payout of \$25,000.00. This maximum payout shall not apply to employees who were notified in November 1995 that they were entitled to a maximum payout in excess of \$25,000. In those cases, the maximum payout shall be the amount reflected on said notice.

10.7.2 Employees hired on or after July 1, 1995-65% of accrued sick leave, with a maximum payout of \$10,000.00

10.7.3 Employees hired on or after January 1, 2001- 65% of accrued sick leave, with a maximum of \$7,500.00

10.8 **Light Duty-** Employees who are determined to be unfit for their regular duties, due to line of duty injury, may be ordered to return to work to perform such duties as they are capable of performing as suitable alternative employment pursuant to Workers Compensation Act. Such light duty may consist of duties normally performed by employees covered by this Agreement, other duties not normally performed by employees covered by this Agreement, or a combination of both. Employees will be deemed to have resigned employment if they refuse such work, unless there is a written medical doctor's opinion that they cannot perform such work.

10.9 **Examinations-**In the case of chronic or pattern absences, a City physician may examine an employee who reports an illness or injury whether job related or not and also determine whether or not an employee is ready to return to work.

ARTICLE 11

PAID LEAVE

11.1 Bereavement Leave

11.1(a) In the event of a death of a member of the family of an employee, the City will grant reasonable time off (as listed below) without loss of pay. In each situation, the time will not be charged to sick leave or vacation leave and unless otherwise approved by

the City Manager, must be taken within the week following the death of any family member as follows: three (3) days for wife, husband, children, parents, parents-in-law, sister or brother), two (2) days for grandparents, grandchildren), and one (1) day for an employee's aunt, uncle, niece, nephew, sister-in-law or brother-in-law.

11.1 (b) More time in individual cases, due to unusual circumstances or for reasons other than those listed above may be granted, subject to the discretion of the City Manager.

11.1(c) If a death occurs in the immediate family during vacation, the days following within the funeral week procedure will not be charged to vacation time.

11.1(d) Additional time, when required, shall be charged to annual leave.

11.2 **Maternity & Paternity Leave**

11.2(a) Employees who have completed two (2) years of service with the City shall be granted a leave of absence, with out pay or benefit, for maternity. Written application for Maternity Leave must be filed with the Personnel Administrator at least sixty (60) days prior to the start of said leave.

11.2(b) Maternity leave shall not exceed six (6) months. If an employee has not returned to full time City employment at the end of six (6) months' Maternity leave, it shall be considered an automatic resignation.

11.2(c) Temporary replacements for employees on Maternity leave shall not be covered by the terms of this Agreement. The parties recognize that employees and the City have rights as provided by Federal and State FMLA laws, as they may be amended from time to time, in addition to those provided by this Agreement.

11.3 **Union Business Leave**

11.3(a) The Union President or his/her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, and to attend grievance arbitration and other administrative or court hearings, with prior approval from his/her Department Director.

11.3(b) Necessary employees shall be granted reasonable time off during working hours without loss of pay to testify at grievance hearings, arbitration's, and other administrative or court hearings arising out of their jobs, with prior approval from their Department Directors.

ARTICLE 12

GRIEVANCE PROCEDURES

12.1 The purpose of the grievance procedure shall be to establish an amicable avenue for the resolution of disputes as quickly as possible.

12.2 A grievance shall be defined as any difference or dispute between the City and the Union, or the City and an employee with respect to the interpretation, application, or violation of any provision of this Agreement.

12.3 The Grievance Procedure

12.3(a) A grievance by an employee shall be presented in writing to the employees' immediate supervisor outside of the bargaining unit by the aggrieved employee and the union within thirty (30) calendar days of when the employee/Union knew or should have known of the occurrence giving rise to the grievance. The

immediate supervisor shall meet and discuss the grievance within three (3) working days of the receipt of the written grievance. The supervisor shall answer the grievance in writing within three (3) working days of the hearing. Within three (3) working days of the receipt of the written answer, the employee and the Union may re-file the grievance in writing to the employee's department head.

12.3(b) The department head shall meet and discuss the grievance within three (3) working days of receipt of the grievance. The department head shall answer the grievance in writing within three (3) working days of the hearing. Within five (5) working days of the receipt of the written answer, the employee and the Union may re-file the grievance in writing to the City Manager.

12.3(c) The City Manager shall meet and discuss the grievance within five (5) working days of receipt of the grievance. The City Manager shall answer the grievance in writing within five (5) working days of the hearing.

12.4 Arbitration

If the grievance is not resolved in accordance with the above procedure, it may be submitted to arbitration by the Union within thirty (30) calendar days of the written decision of the City Manager. Said arbitration will be conducted under the Voluntary Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding. The expenses of the arbitration shall be borne equally by the City and the Union.

12.5 Miscellaneous

12.5(a) The time limits herein shall be regarded as maximums; however, the parties may extend any time limit by mutual agreement.

12.5(b) A grievance may be processed to the next step on the grievance procedure if a decision has not been rendered within the time limits prescribed herein.

12.5(c) A failure of the City to respond to a grievance shall be deemed a denial of the grievance.

12.5(d) The failure of the Union to process a grievance within the time limits prescribed herein shall be deemed a waiver of the grievance.

12.5(e) The President of the Union or the Grievance Chair, and the grievant shall be granted time off without loss of pay to attend grievance and arbitration hearings.

12.5(f) All grievances concerning the suspension or dismissal of an employee shall be commenced at the level of the City Manager.

12.5(g) A member of the bargaining unit shall not be entitled to file a complaint to the Personnel Appeals Board pursuant to section 3.36.020 of City Ordinances.

ARTICLE 13

SALARIES

Effective July 1, 2016, each step of the bargaining unit salary scale shall be increased by the higher of 1.9% or the percentage increase awarded on that date to Executive, Administrative and Professional Employees (non-union).

Effective July 1, 2017, each step of the bargaining unit salary scale shall be increased by the higher of 1.9% or the percentage increase awarded on that date to Executive, Administrative and Professional Employees (non-union).

Effective July 1, 2018, each step of the bargaining unit salary scale shall be increased by the higher of 1.9% or the percentage increase awarded on that date to Executive, Administrative and Professional Employees (non-union).

ARTICLE 14

INCLEMENT WEATHER POLICY

14.1(a) The City may suspend work, without loss of pay during extreme weather.

14.1(b) Non-essential employees are not required to report for work any time their building is closed because of inclement weather or other emergency without loss of pay.

14.1(c) On days that their building is closed early because of inclement weather or other emergency, non-essential employees shall be permitted to leave the building without loss of pay.

ARTICLE 15

DAMAGE OR STOLEN PERSONAL PROPERTY

15.1(a) The City will evaluate and fairly consider, on an individual basis, an employee's request for reimbursement for personal items, which have been damaged, destroyed or stolen in the performance of his/her job as a City employee.

15.1(b) Employees who must use their own tools at the request of the City to perform their work shall have any broken or worn tools replaced by tools of the same quality at

the City's expense, provided tools to be replaced are turned into the City and the tools loss was work-connected and not the fault of the employee.

15.1(c) Employees who through no fault of their own break their eyeglasses while performing their duties, shall have them replaced.

15.1(d) Replacement or payment for replacement of tools and eyeglasses will be made within thirty (30) days of written notice to the City.

ARTICLE 16

PERSONNEL FILES

16.1 An employee shall, upon request during normal business hours, be permitted to examine his/her personnel file. However, letters of recommendation solicited in connection with initial employment shall not be available to that employee.

16.2 No derogatory material shall be placed in the employee's personnel file unless the employee has received a copy of the material and has had the opportunity to sign and date the material prior to it being placed in the personnel file. Derogatory material shall be defined as material which is adversely critical of the employee's character, service, performance, etc. The employee may file a written response to the derogatory material or submit the matter to the grievance procedure.

16.3 The content of an employee's personnel file shall be disclosed to the employee's Union Representative only with the written consent of the employee.

16.4 The official personnel file for each employee shall be maintained in the City Personnel Office.

ARTICLE 17

DISCIPLINE AND DISCHARGE

17.1 Disciplinary action may be imposed upon an employee only for just cause.

Disciplinary action shall normally include only the following:

- (1) Oral reprimand
- (2) Written reprimand
- (3) Suspension
- (4) Demotion where appropriate
- (5) Discharge

17.2 If the City Manager decides to suspend or discharge an employee, the employee and the Union shall receive written notice of said action.

17.3 If the City Manager decides to demote an employee, the employee and the Union shall receive written notice of said action, which will provide no less than two (2) weeks notice of the effective date of the demotion.

17.4 A written reprimand will be expunged from an employee's personnel file three (3) years following the issuance of the reprimand, so long as there has not been additional disciplinary action administered during that three (3) year period unless the parties agree otherwise.

ARTICLE 18

PROFESSIONAL DEVELOPMENT

18.1 To encourage the development of the individual employee's on-the-job performance and to make ready, experienced and knowledgeable replacements, the City shall establish in-service training classes to meet its needs. Notice of said training class is to be posted on all bulletin boards for at least ten (10) working days prior to the date of the class.

18.2 Employees within the bargaining unit may apply to the City Manager or his/her designee in advance to have the cost of tuition and required books reimbursed for courses taken which are job related and approved at accredited colleges, universities, and trade schools or continuing adult education classes.

18.3 All employees covered by this collective bargaining Agreement with the City of Newport shall be allowed to attend Adult Education Classes, sponsored by the Newport School Department, at not cost, subject to the availability of classroom space and each individual employee's work schedule. Nothing herein contained shall allow an employee to attend said Adult Education Classes during an employee's hours of work with the City of Newport. Each class must have sufficient tuition-paying registrants, as well as first to be offered to those members of the School Department who are also eligible to participate. All books, supplies or other course-related expenses shall be at the cost of the employee. Both the Union and the City of Newport acknowledge that this Agreement is at the sole discretion of the Newport School Department and may be amended or

eliminated at any time with no recourse on the part of the Union against the City of Newport or the Newport School Department.

ARTICLE 19

BULLETIN BOARDS

19.1 The City agrees to provide bulletin board space at all work locations where appropriate Union notices may be posted.

ARTICLE 20

LEGAL EXPENSE

20.1 The City will provide legal representation from the Office of the City Solicitor for all City employees covered by this Agreement who are sued for actions taken during the course of their employment, and will pay any judgment rendered in such legal action against the employee.

20.2 Employees shall immediately notify the City Manager and City Solicitor of any legal action filed against the employee arising out of their employment with the City. The City of Newport, however, reserves the right to decline to provide legal representation or any such judgment for any City employee where the City determines that the employee exceeded the scope of his/her authority. The City's determination is subject to the individual employee's right to pursue all appropriate grievance procedures afforded him/her by this Agreement.

ARTICLE 21

ORDINANCE AMENDMENTS

21.1 The City shall provide the Union with a copy of Title Three (3) each time said ordinances are reprinted as a result of amendments. Upon request, all Union pertinent council docket items are to be sent to the President of the Union.

ARTICLE 22

HEALTH AND SAFETY

22.1 The City and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

22.2 A comprehensive approach to workplace health and safety shall be the responsibility of the Risk Management Committee established pursuant to RIIRMT recommendations.

22.3 The City agrees to:

22.3(a) Keep all motor vehicle equipment in safe operating condition and institute maintenance schedules for equipment.

22.3(b) Make annual electrical and building inspections to ensure safe working conditions.

22.3(c) Make all accident reports available to the Union President for review on at least a quarterly basis.

22.3(d) Provide personal protective equipment including uniforms if required by the City, and rain gear, if needed, to perform assigned duties.

22.4 Employee complaints about health and safety issues shall be addressed through the grievance procedure.

ARTICLE 23

RETIREMENT

23.1 The City shall continue to participate in the Rhode Island Municipal Employees Retirement System (RIGL 45-21), including Plan B COLA (RIGL 45-21-52).

23.2 The City shall continue to annually reimburse employees an amount equal to 3% of their respective contributions to the retirement system.

ARTICLE 24

VACANCIES AND PROMOTIONS

24.1 Whenever a bargaining unit position becomes vacant and the City continues the position, the City shall post the vacancy in each building for a period of no less than fourteen (14) calendar days. A position shall become vacant due to resignation, retirement, promotion, demotion, dismissal, death, or the creation of a new position.

24.2 The posting shall include the job specifications and qualifications.

24.3 A member of the bargaining unit shall be given preference over outside applicants for appointments to a vacant position so long as he/she meets the qualifications which are determined by the Employer and placed on the job specifications and has had satisfactory performance in his/her current position. No outside applicants shall be considered unless the vacancy is not filled from within the bargaining unit.

24.4 Where there is more than one qualified applicant from within the bargaining unit, the senior member shall be appointed to the vacant position where the qualifications of the applicants from within the bargaining unit are substantially similar.

24.5 The terms of this provision shall apply to whether the vacancy is at a grade level which is lower, the same, or higher than held by the applicant from within the bargaining unit.

24.6 When a member of the bargaining unit is appointed to a new position within the bargaining unit, he/she shall undergo a new probationary period of three (3) months in that position. In the event the City decides that the employee is not satisfactorily performing the new job or the employee decides that he/she prefers his/her previous position, he/she will be returned without prejudice to the former position.

24.7 Within the first six (6) months after a successful bid to a position, an employee shall not be eligible to seek another bid under the provisions of this Agreement.

ARTICLE 25

RESIDENCY

25.1 Employees covered by this Agreement shall not be required to maintain residency in the City of Newport in order to hold their respective positions while working for the City.

ARTICLE 26

TITLES

26.1 None of the titles of Articles or sections within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one section from another.

ARTICLE 27

ALTERATIONS OF AGREEMENT

27.1 **Alterations in Writing-**Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 28

HEALTH, DENTAL AND LIFE INSURANCE

28.1 **Health Insurance-** All active, full time, permanent employees employed in the bargaining unit shall be provided with the following individual or family health insurance program dependent upon the marital status of the employee: a plan from a provider of health care benefit plans providing the benefits included in the Healthmate Coast to Coast (100%-80%) VAR 250 DED 75 ER Plan with prescription drug plan, \$600 deductible cap. As of April 9, 2009, all employees of the bargaining unit shall pay two percent (2%) of their base salary not to exceed ten percent (10%) of the healthcare premium cost in the case of a family plan, and a one percent (1%) of their base salary not to exceed ten percent (10%) of the healthcare premium cost in the case of a single plan towards the cost of the health insurance coverage by way of payroll deduction. As of April 9, 2009, all new hires in the bargaining unit will pay three and one-half percent (3 ½%) of their base salary towards the cost of their health insurance coverage.

28.1.1 All members of the bargaining unit shall pay as of July 1, 2012 (effective upon signing the Agreement) ten percent (10%) of the premium/ cost for their health insurance coverage. As of June 30, 2013 said percentage shall increase to twelve point five percent (12.5%) and as of June 30, 2014, the required percentage payment shall be fifteen percent (15%) of the premium/cost for their coverage. In no event, however, shall an employee pay more than five percent (5%) of their salary for a family plan and two point five percent (2.5%) of their salary for a single plan.

28.1.2 If the City or its healthcare insurance coverage provider offers from time to time any healthcare plan in addition to, and more expensive than the base plan identified in section 28.1, then employees may opt for such a plan by paying the difference in the premium cost for such plan over the premium cost for the base plan by way of payroll deduction. Such employees shall, in addition, pay any and all premium sharing costs required to be paid by Article 28. Nothing in this section shall require the City to provide additional coverage plans other than the base plan.

28.1.3 As of January 1, 2016, the City will adopt a high deductible HSA plan and institute an IRS-qualified high-deductible "Health Savings Account" (HSA) plan with the same Blue Cross Blue Shield Healthmate Coast to Coast/DED 250 coverage benefits with a \$2,000 (individual)/\$4,000 (family) annual deductible applicable to all in-network covered Healthcare Services and a \$4,000 (individual)/\$8,000 (family) annual deductible applicable to all Out-of-Network covered healthcare services (i.e. per the HSA Plan, for In-Network coverage, Members first pay \$2,000/year for an individual plan and \$4,000/year for a family plan for covered healthcare services and then the health plan begins paying 100% for all other In-Network covered Healthcare expenses for that year; and for Out-of-Network coverage, members must first pay \$4,000/year for an individual plan and \$8,000/year for a family plan for covered Healthcare services, and then the health plan begins paying 60% for all other Out-of-Network covered Healthcare expenses for that year).

The City shall as of January 1st of each year fully fund each Member's HSA Deductible account (i.e. with \$2,000 for individual plans and \$4,000 for family plans) and then the Members shall "reimburse" the City for the Member's share of the

Deductible account payment through the payment of bi-weekly Pre-Tax Healthcare

Contributions payments in the amount of:

- \$1,000/year - \$38.46 bi-weekly for individual coverage and \$2,000/year
- \$76.92 bi-weekly for Family Coverage
- HSA Deductible accounts are used to pay the annual Deductibles set forth above.

New hires will receive a prorated contribution based on 1/12th of the City's contribution for each month covered under the HSA and would pay back one half of that amount, by payroll deduction, in equal installments for the remaining pay periods in the plan year.

Employees who separate from City service are required to pay back the amount of the funding that was advanced to the employee prorated by the months remaining in the plan year that the employee will not be covered under the HAS.

Employees who switch from individual coverage to family coverage during the plan year will be funded by the City for the family contribution, prorated by the months remaining in the plan year. The employee will pay back one half of that amount, by payroll deductions, in equal installments for the remaining pay periods in the plan year.

Employees who switch from family coverage to individual coverage during the plan year will be required to reimburse the City the difference in the contribution from family coverage to individual coverage prorated by the months remaining in the plan year. Reimbursement will be by payroll deduction in equal installments for the remaining pay periods in the plan year.

Administrative fees from the HSA third party administrator will be paid by the employee and will be payroll deducted. The current fee is \$3.75 per month per employee resulting in a payroll deduction of \$1.73 per pay period. The City will pay the annual up-front set up fees of \$300.00 with an ongoing annual cost of \$200.00.

FSA plans must have a zero balance on December 31, 2015 in order for the employee to be qualified for an HSA.

28.2 Dental Insurance. All active, full-time, permanent employees covered under this Agreement shall be provided with the basic Delta Dental, with Levels, I, II, III and IV, dental insurance program. Coverage shall be individual or family dependent upon the employee's marital status.

28.3 Life Insurance. All employees covered by this Agreement shall be provided with a paid fifty thousand dollar (\$50,000) group term life insurance policy benefit upon completion of two (2) years of service.

28.4 Employees who retire shall be entitled to continue to receive health insurance on the same terms and pursuant to the same group plan as is available for active employees until such time as the employee becomes eligible for health insurance coverage pursuant to Medicare or because of other employment (his/her own or spouse's). If an employee who has retired from the City's service subsequently loses coverage pursuant to other employment before achieving age sixty-five (65), then the City will place the retiree back on the City's health plan within thirty (30) days after the date of receipt of notification by the employee. Retirees will be provided Plan 65 or similar coverage offered by health insurance providers upon reaching age sixty-five (65) and plan supplementation will be provided at no cost to said retiree. However, as of June 1, 2009, the City's obligation

herein to provide Plan 65 or any other medical insurance coverage to retirees retiring on that date or thereafter upon reaching age 65 shall terminate. As of April 9, 2009, all employees of the bargaining unit retiring on said date or thereafter, shall pay three percent (3%) of the cost of their continued health insurance coverage as a condition for such continued coverage.

Any member of the bargaining unit retiring on or after January 1, 2016 prior to age 65, will be provided health insurance coverage until reaching age 65, similar in nature to the existing Healthmate Coast to Coast DED 250 plan which has been offered to active bargaining unit members prior to January 1, 2016, however, with a prescription drug cap deductible of \$1000. The retired member shall pay a premium cost share of five (5%) percent.

Plan 65 medical insurance coverage shall be granted to the incumbent supervisor of streets member employed in this position as of July 1, 2015 only. No other member retiring on or after June 1, 2009 shall be entitled to Plan 65 or any other medical insurance coverage upon reaching the age of 65.

28.5 Prior to July 1, 2004, the City had been allowing members of the bargaining unit to participate in the City's health insurance buyback program. The parties disagree as to whether the City was required to continue to provide this benefit. The parties agree that no new members of the bargaining unit will be allowed to buyback benefits as of July 1, 2006. For those bargaining unit members participating in the program prior to July 1, 2006, the buyback benefit will be limited to Six Thousand Dollars (\$6000) as of July 1, 2007, Five Thousand Dollars (\$5000) as of July 1, 2008, and One Thousand Dollars (\$1000) as of June 1, 2009.

ARTICLE 29

DURATION OF AGREEMENT

29.1 This Agreement shall be for a period commencing July 1, 2016 through June 30, 2019.

IN WITNESS WHEREOF, the City of Newport has caused this instrument to be executed and its corporate seal to be affixed by the Mayor of the City of Newport, thereunto duly authorized by the City Council of the City of Newport, as of the day and year first above written; and the said Newport Municipal Employees Association, National Education Association of Rhode Island, has caused this instrument to be executed by its President and its Secretary, thereunto duly authorized as of this day and first above written.

City of Newport



Mayor

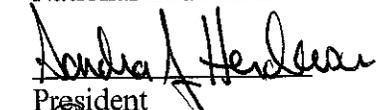
Approved:



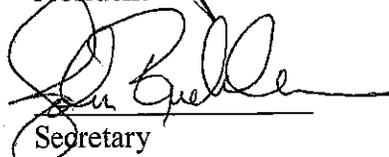
City Solicitor

Date: 12/28/15

Newport Municipal
Employees Association,
National Education



President



Secretary

Date: 28 DEC 2015

AGREEMENT

JULY 1, 2012 – JUNE 30, 2015

This Agreement is entered into by the City of Newport, hereinafter referred to as the “Employer” and the Rhode Island Council 94, AFSCME, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of the rate of pay, hours of work and other conditions of employment.

ARTICLE 1 UNION SECURITY

1.1 Recognition

a) The Employer recognizes the Union as sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and all other conditions of employment for all employees in the bargaining unit. The bargaining unit, for the purposes of this Agreement, shall consist of all employees in the Rhode Island Labor Board Certification, Number EE 1764.

b) All employees who are covered by this Agreement and who are, or become, members of the Union on or after the effective date of this Agreement, shall remain members of the Union in good standing for the duration of this Agreement.

c) The Employer will not aide, promote or finance any labor group or organization which purports to engage in collective bargaining for members of the bargaining unit or make any agreement with any other such group or organization.

1.2 Dues

a) The Employer agrees to continue the exclusive Union check-off system for members of this bargaining unit employed after January 1, 1960, whereby Union dues, as established by the Union, will be withheld from the pay of the employee at source in equal amounts from each pay, as the frequency of pay periods may require. Such withholdings for Union dues and a related list of employees are to be transmitted to the duly elected Treasurer of the Union by the 20th day of each successive month.

b) All employees in the bargaining unit who choose not to become members of the Union shall, after completion of their six-month probationary period, pay an agency fee equivalent to

Union dues. The Employer shall withhold this fee from the employee's pay in the same manner as provided for Union dues in paragraph a).

c) The Union will notify the Employer thirty (30) days prior to any change in Union dues.

1.3 Union Officers and Representatives

A written list of Union Officers and Representatives shall be furnished to the City Manager immediately after designation, and the Union shall notify the City Manager of any changes as soon as possible.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The Employer shall retain the right to issue rules and regulations governing the conduct and operation of all City Departments, except as modified by state law and by the terms of this Agreement. The Employer may take whatever actions necessary to carry out its mission in an emergency situation, i.e. an unforeseen circumstance which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 3

STRIKES AND LOCKOUTS

3.1 a) The Union will not cause, call or sanction any strike, work stoppage or slow down, nor will the Employer lock out its employees during the term of this Agreement, nor will the Union be held liable for any unauthorized action by individuals.

b) The Employer will not require the employee to cross any picket line established on or in front of the premises in a labor dispute. When an employee refuses to cross said picket, he will not be paid for that day's work.

ARTICLE 4

DISCRIMINATION

4.1 a) **Discrimination by Employer.** The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity on behalf of the Union, nor will the Employer encourage or discourage membership in this or any other Union.

b) **Discrimination by Union.** The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

c) **Discrimination – General.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

d) All references to employees in this Agreement shall designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5 SENIORITY

5.1 Seniority

a) Seniority shall be the relative status of employees with respect to length of service with their departments.

b) Seniority shall govern with respect to layoffs, recalls, vacation preference, shifts, transfers and days off.

c) New employees shall be considered probationary employees for a period of six (6) months from their date of hire. Upon completion of this six (6) month period, the employee shall be placed on the seniority roster and the effective date of his seniority shall be the date of hire.

d) The Employer shall establish department seniority lists which shall be updated on January 1st and July 1st annually and the same shall be available to the Union.

e) An employee shall forfeit all seniority rights then accrued to him in the event that:

1. he/she is discharged for cause;
2. he/she terminates his/her employment voluntarily;
3. he/she fails to give notice within the five (5) working day period outlined in Section 2 of this Article;
4. he/she works six (6) months outside the bargaining unit.

f) Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority in accordance with the layoff provisions in Section 2 of this Article.

g) If a full time temporary employee is employed by the Employer for a continuous period of more than six (6) months, he shall then start receiving all monetary fringe benefits enjoyed by permanent employees.

5.2 Layoff and Recall

a) Whenever layoffs become necessary, employees will be laid off on the basis of their seniority and those with the least seniority shall be laid off first. Employees subject to layoff shall be entitled to two weeks' notice before layoff.

b) Whenever it becomes necessary to increase the work force, laid-off employees shall be recalled in the reverse order of their layoff before any new help is hired.

c) Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall. Notice shall be sent to the employee by certified or registered mail, with a copy to the Union. The employee must notify the Human Resources Administrator of his intention to return within five (5) working days after notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Human Resources Administrator his/her latest mailing address.

d) Seniority shall be cumulative during periods of layoff, up to a maximum of three (3) years.

5.3 Leave of Absence

When an employee returns from a leave of absence, he shall be reinstated in the position he vacated, if the position still exists. The employee then filing that position shall be permitted to exercise his seniority in accordance with the terms of Section 2 of this Article.

5.4 Grievability

Any employee who feels that he has been aggrieved with respect to his seniority rights as provided for in this Article shall have the right to process the matter as a grievance under the grievance procedure provided for in this Agreement.

ARTICLE 6 PROMOTIONS

6.1 Promotional Opportunities

a) Whenever a regular job within the bargaining unit becomes open as a permanent vacancy, the Employer shall determine the minimum qualifications necessary for the job opening

and shall conduct such promotional examination and merit reviews as are deemed appropriate to determine the qualifications of the applicants.

b) Said job openings shall be posted for a period of seven (7) working days. Such posting shall designate the job classification, the rate of pay, the shift and location of the job.

c) Appointments shall be made first from within the department; and second from within City employment.

d) The senior applicant who meets the minimum qualifications, as determined by the Employer, shall be offered the job opening.

e) In the event of a dispute between the Employer and the Union over the awarding of a job, the City Manager shall make the assignment, which shall be subject to appeal through the grievance and arbitration procedures set forth in this Agreement.

f) In those situations where a promotion opportunity concerns a position for which a Commercial Driver's License (CDL) is a requirement, applicants who have been deemed to be otherwise qualified, and are amongst the top three (3) candidates for the position, shall be allowed to utilize a City vehicle for the road test. The City Human Resources Administrator shall be responsible for scheduling the road test and making a suitable vehicle available for this purpose. Each applicant shall be afforded one such road test opportunity, or more, at the discretion of the City Manager. The Employer will pay the difference between the cost of a regular driver's license and a CDL for those employees required by the Employer to have a CDL.

6.2 Probationary Period

a) A permanent employee who accepts a promotional opportunity will be considered in a trial period in the new class title for six (6) months from the date of promotion. It is understood that during this period, the employee will be given sufficient training to familiarize himself with the new position. During this period, the employee will continue to accumulate the classification seniority within the class title most recently held.

b) In the event that the Employer decides that an employee is not satisfactorily performing the new job or the employee decides that he prefers his previous occupation, he will be returned without prejudice to his previous position. The person hired to fill his previous position may be dismissed from his probationary status in this position at the discretion of the Employer.

c) If an employee voluntarily returns to his previous job, or is currently serving a probationary period, he will not be considered for promotion to another job classification for a period not to exceed six (6) months.

d) If an employee is on leave without pay, sick leave or under injury in the line of duty during his probationary period, that probationary period shall be extended a comparable length of time to ensure sufficient evaluation opportunity by the department director.

6.3 Acceptance of Lower Grade Position

In the event an active Local 911 City employee applies for and accepts a position of employment at a lower pay grade within the Local 911 bargaining unit, that employee will be paid at the highest step of the lower pay grade if he/she is otherwise qualified for that position.

ARTICLE 7

HOURS OF WORK/PREMIUM PAYMENTS

7.1 Change of Hours

- a) All full time positions shall have one of the following regular work weeks as indicated:
1. Thirty-five (35) hour work week – five (5) seven (7) hour consecutive working days;
 2. Forty (40) hour work week – five (5) eight (8) hour consecutive working days;
 3. Non-standard schedule.

Employees work the following hours:

Maintenance Division:	7:00 am – 3:30 pm
Water Division:	Operations: 7:00 am – 3:30 pm
	Office: 8:00 am – 4:00 pm
November 1 to February 28 (or 29)	8:30 am – 4:30 pm
City Hall, year round:	8:30 am – 4:30 pm

In the event of special circumstances, the City Manager may alter this schedule for either an individual or groups of individuals.

b) The premium payments delineated in Sections 2, 3 and 4 below, apply to all classified employees with the exception of those assigned to a non-standard schedule.

c) Public Safety Dispatchers will work four (4) days on and two (2) days off.

The Employer will hire and train two (2) additional dispatchers starting November 1, 1989. There will be one relief Dispatcher who will be assigned to the late watch. This position will be posted as such with a flexible work schedule, i.e.

- 1) 24 hours' notice for a change of shift, if necessary;
- 2) 72 hours' notice for change of day off.

d) Each Public Safety Dispatcher shall be entitled to two (2) stress days off with pay per contract year. Each stress day taken will be at the Public Safety Dispatcher's discretion, provided,

however, that the Police Department is afforded twenty-four (24) hours' notice of the intent to utilize a day. No more than one Public Safety Dispatcher per shift shall be approved for a stress day without the consent of the Police Chief.

7.2 Overtime

a) Overtime shall refer to work officially ordered or approved by the City Manager or her designee in excess of an employee's normal work week.

b) Time and one-half shall be paid to an employee for all work performed in excess of his standard work day.

c) A minimum of time and one-half shall be paid to an employee for all hours worked on the sixth and seventh day of the employee's work week.

d) Overtime shall be computed for all service performed in excess of the regularly scheduled hours of duty to the nearest half hour.

e) Call out time. When an employee is, after departing from his regularly scheduled shift, officially ordered to and does report back to work for emergency service, he shall be compensated for all hours worked at one and one-half times his regular hourly rate. Minimum call-back time shall be three (3) hours compensated at one and one-half (1.5) times the regular hourly rate.

f) Only employees who are actually approved by the City Manager for standby pay shall be eligible for "standby duty" and such employees shall be compensated an additional eighty (\$80.00) dollars per week over and above their regular rate of pay for each week they are actually assigned to such duty.

7.3 Distribution of Overtime

a) Regular and foreseeable overtime shall be offered to employees on a rotating basis, by classification within a department, a division or section and according to an established list based on seniority.

b) In the event that no employee elects to work overtime, then the supervisor shall assign the least senior qualified employee to the overtime assignment.

c) In those cases where a legitimate concern is expressed as to the allocation of overtime, a record of overtime hours accepted or rejected by each employee shall be maintained on the basis of paid hours, not worked hours, and a copy shall be posted upon Union bulletin boards on a monthly basis.

d) Overtime hours offered but not worked for any reason shall be counted as overtime worked for the purpose of this section.

7.4 Shift Differential

A shift differential of thirty-six (\$.36) cents an hour shall be paid in addition to the regular hourly rate to those employees who, during their regularly scheduled shifts, work the 12:00 midnight to 8:00 a.m., or the 4:00 p.m. to 12:00 midnight shifts. Only actual scheduled hours worked will be paid at the above rate. It shall not be paid for any working hours covered by any other type of premium pay.

7.5 Emergency

a) In the event of any emergency, as determined by the Department Head, all employees are subject to assignment to additional duty as required, provided that employees be given first choice to work in their proper work classification.

b) In any twenty-four (24) hour period, an employee who has worked sixteen (16) hours or more shall (except employee must be released by supervisor) be entitled to eight (8) hours rest (exclusive of travel time and established lunch period) before reassignment. If such rest period should overlay the employee's normal work day, he shall suffer no total loss of pay for the twenty-four (24) hour period.

7.6 Assigned Shifts

a) The Employer will continue to assign shifts and days off of Water Plant Operators assigned to relief as the Employer may deem to be in the best interest of the City. However, the Employer will give the Relief Operator a minimum of eight (8) hours' notice of any change of shift and three (3) days' notice of any change in days off. If said notice is not given, the operator will be compensated in accordance with the provisions for call-out contained in Section 7.2, paragraph (e) of this Article.

b) If a Water Treatment Plant that normally operates on three (3) shifts per day is operating at only two (2) shifts per day capacity, the relief operator shall generally work a schedule of Monday through Friday, 8:00 a.m. to 4:00 p.m. unless required to cover other shifts. The provisions of this Section (a) (2) are intended to avoid the layoff of employees and to aid the Employer's productivity. Shift changes will not cause layoffs or be used to avoid filling vacancies when employees are needed. The Union will be notified 72 hours in advance of shutdowns.

7.7 Workload

a) All employees within the same classification shall have approximately the same workload or as close to the same workload as is administratively possible.

b) The City Manager shall not assign supervisors to perform bargaining unit work assignments except:

1. When the duties of supervisory personnel include the performance of such work as a regular work assignment in keeping with their job description; or
2. When performance of bargaining unit work is incidental to his supervisory responsibilities; such as, in an emergency, training or temporary relief which qualified personnel is not readily available. The supervisor shall not continue performing bargaining unit work beyond the time that the appropriate qualified employee(s) can be called and actually report to perform the work.

c) For purpose of this section, emergency is defined as an unforeseen circumstance or a combination of circumstances which call for immediate action and which is not a recurring nature.

d) Violations of this Section shall be brought to the attention of the City Manager by the Union President or his designee. Following such notification, the City Manager will schedule a meeting with said Union President or his designee within three (3) working days in order to resolve violations of this Section.

**ARTICLE 8
SALARIES AND WAGES**

8.1 Classification Plan and Salary Schedule

a) The classification plan and salary schedule which appear below shall be in effect as of July 1, 2012 and shall remain in effect through June 30, 2015:

CLASSIFICATION PLAN

Effective July 1, 2012 through June 30, 2015

TITLE	GRADE	TITLE	GRADE
Account Clerk	UC1	Plumbing & Mechanical Inspector	UT4
Animal Control Officer	UT4	Police Clerk Typist	UC1
Assistant City Engineer	UT6	Principal Records & P/R Account Clerk	UC4
Building Maintenance Foreman	UT5	Public Safety Dispatcher	UC3
Custodian	UT1	Principal Water Account Clerk	UC2
Distribution/Collection Foreman	UT5	Planning & Budget Assistant	UC2
Distribution/Collection Mechanic	UT4	Records Clerk	UC1

Distribution/Collection Operator	UT3	Senior Account Clerk	UC2
Electrical Inspector	UT4	Senior Clerk	UC1
Engineering Technician	UT5	Senior Principle Clerk	UC3
Fleet Coordinator	UT7	Senior Clerk Typist	UC2
Foreman	UT5	Senior Maintenance Person	UT5
Forester	UT4	Skilled Laborer Equip Operator	UT3
Groundskeeper	UT3	Sweeper Operator	UT3
Head Foreman	UT5	Traffic Foreman	UT5
Heavy Equip Operator-Utilities	UT4	Traffic Laborer	UT1
Heavy Equipment Operator- Public Services	UT3	Water Meter Foreman	UT6
Housing Inspector	UT3	Water Laborer	UT2
Laborer	UT1	Water Meter Repair	UT2
Laborer Equipment Operator	UT3	Water Treatment Plant Foreman-Grade 3	UT5
Maintenance Mechanic	UT3	Water Treatment Plant Foreman-Grade 4	UT6
Maintenance Person	UT3	Water Plant Operator-Grade 1	UT2
Municipal Inspector	UT3	Water Plant Operator-Grade 2	UT3
Parts & Inventory Control Tech	UC2	Water Plant Operator-Grade 3	UT4

COUNCIL 94 MUNICIPAL EMPLOYEES

Effective July 1, 2012 each step of the bargaining unit

salary scale will be increased as follows:

AFSCME CLERICAL POSITIONS

GRADE	A	B	C	D	E	F	G
UC1	31,982	32,941	33,929	34,947	35,995	37,075	38,188
UC2	34,647	35,686	36,757	37,860	38,995	40,165	41,370
UC3	37,312	38,431	39,585	40,772	41,995	43,255	44,553
UC4	39,977	41,176	42,411	43,683	44,995	46,345	47,734

AFSCME TRADE POSITIONS

GRADE	A	B	C	D	E	F	G
UT1	31,982	32,941	33,929	34,947	35,995	37,075	38,188
UT2	34,647	35,686	36,757	37,860	38,995	40,165	41,370
UT3	37,312	38,431	39,585	40,772	41,995	43,255	44,553
UT4	39,977	41,176	42,411	43,683	44,995	46,345	47,734
UT5	42,642	43,921	45,239	46,596	47,994	49,434	50,917
UT6	45,308	46,666	48,066	49,508	50,993	52,523	54,099
UT7	50,104	51,607	53,155	54,751	56,393	58,085	59,827

b) Effective July 1, 2012, all members of the bargaining unit will receive a step increase and any members of the bargaining unit who have already reached their top step will receive the equivalent of a step increase which is understood to be three (3%) percent of base pay.

c) Effective July 1, 2013, members of the bargaining unit will receive the same COLA or pay increase provided to non-union Executive, Administrative and Professional employees.

d) Effective July 1, 2014, members of the bargaining unit will receive the same COLA or pay increase provided to non-union Executive, Administrative and Professional employees.

e) The Employer agrees to review with the Union any and all changes which may be proposed by the Employer or by the Union in the classification system or pay plan affecting members of the bargaining unit at least nine (9) calendar days before implementation.

f) The Employer will review with the Union any changes in job specifications at least seven (7) working days before implementation.

g) The classification of Water Plant Operator shall be in accordance with the following:

Plant Operator, Grade 1

- Entrance Rate
- Same Job Specifications as present plant operator
- Require Grade 1 Certification

Plant Operator, Grade 2

- New Job Specifications
- May be in charge of shifts
- Require Grade 2 Certification

Plant Operator, Grade 3

- New Job Specifications
- May be in charge of shift
- May take place of Plant Supervisor
- Require Grade 3 Certification

8.2 Employee Promotions

a) Salary Determination. An employee who is promoted to a higher classification and whose salary is below the new minimum shall receive the minimum salary of the new position. An employee who is promoted to a higher classification and whose salary is within the salary range of the new position shall be granted an increase of one salary increment.

b) Anniversary Date. An employee's anniversary date shall be fixed at the initial date of employment.

c) Salary Increment Date. An employee's regular salary increment date shall be fixed at the starting date of his current position.

8.3 Work at a Higher Classification

a) When an employee works in an assigned higher classification for more than four (4) hours, the employee shall receive the rate of pay commensurate with said classification for the hours worked. This does not apply to the employees upgraded for training purposes. The rate of pay shall be determined in the same manner as in a permanent promotion.

b) Whenever possible, no employee will be required to work in a higher classification while a classified employee of said position is required to work in a lower classification. It is understood that emergencies and training are exempt from this section.

8.4 Work Out of Classification

If an employee feels that he is being required to work out of classification, or that additional duties are being added to his job not covered by his classification, he may either follow the grievance procedure or he may have an informal hearing directly with the Human Resources Administrator. Employee retains the right to have a Union Representative attend a hearing with the Human Resources Administrator.

8.5 One Time Payment To Employees.

In addition to the increases in the salary scale provided above, upon the execution of this Agreement, the Employer will provide a one-time payment or stipend to all members of the bargaining unit in accordance with the following schedule:

- A. Employees with up to three (3) years of completed service will receive \$500.00
- B. Employees with four (4) years of completed service to five (5) years of completed service will receive \$1,000.00.
- C. Employees with six (6) years of completed service to seven (7) years of completed service will receive \$1,500.00; and
- D. Employees with over seven (7) years of completed service will receive \$2,000.00.

All of the above amounts will be net of the typical withholdings that would be withheld for the same.

The above are one-time payments and provided only in the July 1, 2012 to June 30, 2013 fiscal year of this Agreement.

ARTICLE 9 LONGEVITY

9.1 a) Each permanent member of the bargaining unit covered by this agreement shall be entitled to longevity payments after he or she has completed three (3) years of service. Payments for longevity shall be considered a part of salary for retirement, pension and all other legal purposes under this Agreement.

b) Effective July 1, 2006, the new longevity schedule shall be as follows:

<u>Years of Service Completed</u>	<u>Longevity Increment</u>	<u>Years of Service Completed</u>	<u>Longevity Increment</u>
3	.75%	14	3.75%
4	1.00%	15	4.00%
5	1.25%	16	4.25%
6	1.50%	17	4.50%
7	1.75%	18	4.75%
8	2.00%	19	5.00%
9	2.25%	20	5.25%
10	2.50%	21	5.50%
11	3.00%	22	5.75%
12	3.25%	23	6.00%
13	3.50%	24	6.25%
		25	6.50%

c) Employees hired after July 1, 1998 shall not receive the above provisions until after ten (10) years of service. Thereafter, they will receive longevity as provided above (i.e. eleven years – 3%, etc.).

ARTICLE 10
PENSION

10.1 a) The Employer agrees to continue coverage under the Rhode Island State and Municipal Retirement Act.

b) The amount of service retirement allowance is two (2%) percent of “average salary” per year of credited service.

c) All members of the bargaining unit shall have four (4%) percent withheld from their paychecks as their contribution to the Municipal Employees’ Retirement System of the State of Rhode Island.

d) Effective July 1, 1991, the City of Newport shall accept the provisions of General Laws of Rhode Island 45-21-52, Plan B, such that retirees as of December 31, 1992 shall receive a 3% cost-of-living adjustment on January 1, 1992 and that all future retirees shall receive such subsequent increases in like fashion.

e) Notwithstanding the above provisions to the contrary, pension benefits shall be subject to the provisions of the Municipal Employees Retirement System, Chapter 21 of Title 45, General Laws of Rhode Island, 1956, as amended.

ARTICLE 11

HOLIDAYS

11.1 a) All employees covered by this Agreement shall be entitled to twelve (12) paid holidays.

The holidays are as follows:

1. New Years Day (January 1st)
2. Martin Luther King Day (Third Monday of January)
3. Washington's Birthday (Third Monday of February)
4. Rhode Island Independence Day (May 4th)
5. Memorial Day (Last Monday of May)
6. Independence Day (July 4th)
7. V.J. Day (Second Monday of August)
8. Labor Day (First Monday of September)
9. Columbus Day (Second Monday of October)
10. Armistice Day (November 11th)
11. Thanksgiving Day (Fourth Thursday of November)
12. Christmas Day (December 25th)

b) In the event the General Assembly of the State of Rhode Island abolishes V.J. Day, then Council 94 employees will receive the second Monday of August off.

c) Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off.

d) Whenever a holiday falls during a period of sick leave, said employee shall be granted holiday pay for that day.

e) All employees on a seven-day rotating shift shall receive holiday pay in lieu of time off. Said holiday pay shall be one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over and above his weekly salary whether or not he works the holiday. Other employees who are required to work on a holiday shall be compensated in accordance with call-out time. If workload permits, management can authorize time off with holiday pay, by seniority, with no more than two (2) weeks advance notice.

ARTICLE 12

ANNUAL LEAVE

12.1 a) Council 94 employees are entitled to accumulate annual leave until it totals not to exceed 400 hours. Annual leave shall be granted to members of the bargaining unit as follows:

1. One through ten years of service – four (4) hours for each bi-weekly pay period;

2. Eleven through fifteen years of service – six (6) hours for each bi-weekly pay period;
3. Over fifteen years of service – eight (8) hours for each bi-weekly pay period.

In addition, an employee with less than five (5) years of service shall receive three (3) extra days per year (24 hours) of annual leave. An employee with at least five (5) years but less than ten (10) years of service shall receive four (4) extra days per year (32 hours) of annual leave; an employee with at least ten but less than fifteen years of service shall receive three (3) extra days per year (24 hours) of annual leave; an employee with fifteen years but less than twenty years shall receive three (3) extra days per year (24 hours) of annual leave; and an employee with twenty years and over will receive five (5) extra days per year (40 hours) of annual leave. Each employee shall be credited with the aforementioned additional leave on July 1st provided he/she has an accrued leave balance of at least eight (8) hours prior to that date.

b) For employees hired after July 1, 1998, the maximum allowable annual leave accumulation shall be 300 hours and shall be granted as follows:

1-3 years:	3 hours/bi-weekly
4-10 years:	4 hours/bi-weekly
11-12 years:	5 hours/bi-weekly
over 12 years:	6 hours/bi-weekly

c) Department heads shall be responsible for the assignment and approval of vacation periods for employees under their jurisdiction in accordance with the principle and concept of seniority as contained in this agreement and subject to the demands of service of their department.

d) Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive the regular vacation day plus time and one-half for the hours they worked.

e) At any time during the fiscal year, employees shall be entitled to sell back to the Employer a maximum of two hundred (200) hours of accumulated annual leave in increments of at least fifty (50) hours at a time. The hourly rate shall be computed as the base pay and longevity.

f) An employee will earn one additional day of annual leave as a reward for not taking any sick leave during a specified period of three months. The time periods shall generally consist of July 1st to September 30th; October 1st to December 31st; January 1st to March 31st; and April 1st to June 30th. However, for administrative purposes, the pay period dates nearest the above calendar dates shall govern. Any additional day of vacation leave so earned shall be added to the employee's accumulated annual leave total.

ARTICLE 13
SICK LEAVE

Sick leave shall be granted as provided for in Title Three (3) of the City Code of Ordinances. It is agreed that any changes and/or amendments to the Sick Leave provisions of Title Three (3) of the City Code of Ordinances, as contained in this Agreement, shall only be made after negotiations with the Union.

13.1 Payment for Unused Leave

Upon retirement, death or voluntary termination (as to voluntary termination, only after a minimum of ten years of service), the employee shall be paid sixty-five (65%) percent of his or her accrued sick leave up to a maximum of \$25,000.00 and for those hired after July 1, 1995, up to a maximum of \$10,000.00.

13.2 Religious Observances and Family Illness

A liberal leave policy may be maintained in circumstances such as, but not necessarily limited to, the following:

a) Religious observances in the case of which activities can usually find means, whereby the needs of the service and the sincere religious scruples of employees can both be satisfied. Absence on holy days shall be charged to annual leave.

b) Illness in the employee's immediate family where the employee's care and attendance are required but where the illness is not of a nature to permit the use of sick leave under Section 3 of this Article.

13.3 Sick Leave Generally

Sick leave shall be granted to employees when:

a) The employee is incapacitated for the performance of his or her duties by sickness, injury, confinement, or medical, dental or optical examination or treatment;

b) When a member of the immediate family of the employee is afflicted with a contagious disease requiring isolation, quarantine or restriction of movement for a particular period and requiring the care and attendance of the employee; and

c) Through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others.

13.4 Accrual of Sick Leave

Full time employees shall accrue sick leave as follows:

- a) Employees accrue sick leave on the basis of four hours for each bi-weekly pay period.
- b) There is no limit on the accumulation of sick leave except new employees hired on or after July 1, 1995 shall have a maximum accumulation of up to one hundred twenty (120) days.
- c) For the purpose of charging sick leave, all work-day shifts shall be the actual hours worked but not less than an eight hour shift.

13.5 Requests for Sick Leave; Approval; Limitations; Personal Days

Sick leave with pay shall be granted to regular employees in accordance with the following provisions:

- a) An employee shall have been employed for a continuous period of thirty (30) days, without a break in service of one or more work days, before he or she is entitled to use sick leave.
- b) Sick leave granted shall not exceed the total amount accrued to an employee at the start of the bi-weekly pay period.
- c) Unless an employee has a minimum balance of eight hours at the start of the bi-weekly pay period, he or she is not entitled to use sick leave.
- d) If an employee has no sick leave balances, absences due to illness may be charged in accordance with annual leave or leave without pay.

13.6 Advance Sick Leave

- a) Advance sick leave, not to exceed four work weeks, may be granted by the City Manager to regular employees after the first six months of employment in cases of serious disability or ailments when it is to the advantage of the Employer to do so. This authority may not be delegated.
- b) Advance sick leave may be granted irrespective of whether or not the employee has annual leave to his credit.
- c) Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date when the accrued sick leave will be exhausted, the amount of advance sick leave requested and the date to which such leave will extend.
- d) Request for advance sick leave shall be evaluated against the following considerations:
 - 1. The employee's past leave record;
 - 2. The nature, seriousness and extent of illness or disability;
 - 3. The probability of return to duty and prospect for continued employment;
 - 4. The probability of the employee liquidating the leave to be advanced.

e) Individuals who, upon separation from City employment, are indebted for advance sick leave, shall reimburse the Employer, or appropriate deductions shall be made from his or her salary or any leave due to him or her. This requirement may be waived in compelling cases of serious illness or disability confirmed by the statement of a licensed physician (not to include routine situations such as, e.g. a broken leg, ordinary maternity, etc).

13.7 Absence on Non-Work Days

Sick leave shall not be debited for absence on observed holidays or other non-work days.

13.8 Reports and Investigations; Medical Certificates; Fraud

Reporting and investigating sickness, together with other miscellaneous factors relative to sick leave shall be handled as follows:

a) **Reporting of Sickness.** Employees who are absent from duty for reasons which entitle them to sick leave, shall ensure that their respective supervisors are notified as far in advance of their usual reporting time as possible if physically able to do so. Upon return to work, the employee shall immediately submit to his supervisor an authorization for leave form. Police and fire employees shall notify their respective supervisors before their scheduled duty.

b) **Medical Certificate.** A medical statement may be required to any absence chargeable to sick leave; such statement shall normally be required for sick leave in excess of five working days.

c) **False or Fraudulent Use of Sick Leave.** The Employer may investigate any absence for which sick leave is requested. False or fraudulent use of sick leave shall be cause for dismissal or appropriate disciplinary action against the offending employee.

13.9 Personal Days

An employee who has accumulated one hundred-four (104) hours of sick leave shall be entitled to one (1) personal day, so-called. An employee who has accumulated two hundred-eight (208) hours of sick leave shall be entitled to two (2) personal days, so-called. Regardless of the amount of accumulated sick leave, an employee shall not be entitled to more than two (2) personal days, so called, per year during the time period of this Agreement. An employee shall take his personal days, so-called, in accordance with the procedures established by the City Manager for sick leave. In no event may a personal day be used the day before, the day of, or the day after a holiday or scheduled vacation. For the purposes of charging sick leave, a personal day shall be charged at eight (8) hours.

ARTICLE 14
BEREAVEMENT LEAVE

14.1 a) In the event of death of a member of the family of an employee, the Employer will grant reasonable time off without loss of pay for all scheduled work days falling within the four-day period next following the date of death in the immediate family (wife, husband, children, parents, parents-in-law, sister or brother or domestic partner); for other members of the family (grandparents, grandchildren), one work day; and a maximum of four (4) hours off without loss of pay will be allowed to attend the funeral of an employee's aunt or uncle.

b) More time in individual cases, due to unusual circumstances or for reasons other than those listed above, shall be granted subject to the discretion of the City Manager.

c) If a death occurs in the immediate family during vacation, the days following within the funeral week procedure will not be charged to vacation time.

d) Additional time, when required, shall be charged to annual leave.

ARTICLE 15
UNION BUSINESS LEAVE

15.1 a) Union Stewards shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances within their department upon the approval of their immediate supervisor. If it is the desire of the aggrieved employee, an officer of the Union may substitute for the Shop Steward in the investigation and processing of any grievance. The employee also retains the right to have a Business Agent from Council 94 present at all levels of the Grievance Process.

b) If there is not a Union Steward in any department, either the Chairman or Vice-Chairman of the Grievance Committee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances within that department upon approval of his immediate supervisor.

c) If the grievance proceeds to Step 3, the Union Steward and either the Chairman or Vice-Chairman of the Grievance Committee shall be granted reasonable time off during working hours without loss of pay to attend the grievance hearing with the City Manager and/or the Arbitrator upon the approval of their immediate supervisor.

d) Not more than two (2) delegates shall be granted reasonable time off without loss of pay during working hours (not to exceed thirty-two man-hours per fiscal year) with the approval of their Department heads to attend international, regional or state conventions or meetings.

e) One Executive Board member of Local 911 may attend the funeral of a Union member without loss of pay.

f) The City Manager shall be informed as to the members of the Grievance Committee.

g) The Employer will provide two (2) updated copies annually to the Union on January 1st of the Title Three (3) for Newport City. Copies of changes or updates will also be provided to the Union when available.

ARTICLE 16

MATERNITY LEAVE

16.1 a) Employees who have completed two years of service with the City shall be granted a leave of absence, without pay or benefits, for maternity. Written application for Maternity Leave must be filed with the Human Resources Administrator at least sixty (60) days prior to the start of said leave.

b) Maternity Leave shall not exceed six (6) months. If an employee has not returned to full-time City employment at the end of six (6) months' Maternity Leave, it shall be considered an automatic resignation.

c) Temporary replacements for employees on Maternity Leave shall not be covered by the terms of this Agreement.

ARTICLE 17

FAMILY & MEDICAL LEAVE ACT

17.1 The parties recognize that employees have rights as provided by federal and state FMLA laws, as amended, in addition to those provided by this Agreement.

ARTICLE 18

HEALTH, DENTAL AND LIFE INSURANCE

18.1 a) **Health Insurance.** All active, full-time, permanent employees covered under this Agreement shall be provided with the following individual or family health insurance program

dependent upon the marital status of the employee, pursuant to a base plan from a provider of health care benefit plans providing the following benefits

payment of which shall be born fully by the Employer: Deductible/Co-Insurance Option (100/80 variation, \$250.00 deductible). Fifteen (\$15.00) dollars co-pay for office visits (primary physician); \$25.00 co-pay for office visits (specialists); \$25.00 co pay for urgent care center; \$75.00 co-pay emergency room care (\$25 visit reimbursed by the City); \$25.00 co-pay for chiropractor services; \$25.00 co-pay for physical therapy; \$25.00 co-pay for speech therapy; \$25.00 co-pay for occupational therapy; preferred prescription drug/mandatory general drug co-pay 80/20 with annual cap of \$600.00 per person.

In addition to this base plan (Deductible/Co-insurance Option), the City will make available to active employees:

- Classic Blue with the Managed Benefits Program;
- Semi-Private Blue Cross (365 days, full maternity benefits, students to age 25)
- Blue Shield 100 (365 days, full obstetrical, medical emergencies, students to age 25)
- Major Medical (\$200.00 deductible, 80-20% co-insurance, average semi-private, student to age 25)
- Emergency Room visit co-payment of \$25.00 per visit
- Diagnostic JU#2 Rider (students to age 25)
- Vision Care Rider
- Chiropractic Rider

Employees shall make a contribution towards their health insurance costs in accordance with the following schedule:

- A. All employees hired prior to July 1, 2006 shall pay four (4%) percent of their base salary for a family plan, per year and two (2%) percent of their base salary for individual coverage.
- B. All employees hired on or after July 1, 2006 shall pay fifteen (15%) percent of the premium for their health care, with said contribution not to exceed seven (7%) percent of their base salary.
- C. All employees hired on or after July 1, 2013 shall pay fifteen (15%) percent of the premium for their health care.

All employee-borne costs shall be paid via payroll deductions. An employee opting for a plan that is more expensive than the base plan (Deductible/Co-insurance Option 100/80 variation \$250 deductible) shall pay the difference in the premium cost. The Employer will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations

b) **Dental Insurance.** All active, full-time, permanent employees covered under this Agreement shall be provided with the basic Delta Dental, with Levels I, II, III and IV, dental

insurance program. Coverage shall be individual or family dependent upon the employee's marital status.

c) **Life Insurance.** All employees covered by this Agreement shall be provided with a paid Fifty Thousand (\$50,000.00) Dollar group term life insurance policy upon completion of two (2) years of service.

d) The Employer and the Union agree to re-open negotiations on Health and Dental Insurances only if the Employer finds a health insurance carrier that is equal in benefits and administration to that of the present coverage. However, the parties shall participate in a committee, comprised of representatives of all City municipal unions, in a cooperative effort to review the costs of health care benefits and develop mechanisms by which to control such costs.

e) Employees who retire shall be entitled to continue to receive health insurance on the same terms and pursuant to the same group plan as is available for active employees until such time as the employee becomes eligible for health insurance coverage pursuant to Medicare or because of other employment (his/her own or spouse's). If an employee who has retired from the City's service subsequently loses coverage pursuant to other employment before achieving age 65, then the City will place the retiree back on the City's health plan within thirty days after the date of receipt of notification by the employee. Retirees will be provided Plan 65 upon reaching age 65 and plan supplementation will be provided at no cost to said retiree. An employee retiring on or after June 1, 2009 will not be provided Plan 65.

f) Effective July 1, 2009, the contribution to the cost of health care coverage shall be 3% of the premium for all future retirees. The Employer will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

g) Effective July 1, 2006, the health care buyback is eliminated, except for employees enrolled as of July 1, 2006. Effective July 1, 2009, the health insurance buyback plan for employees in the program is reduced to a payment of \$1,000.00.

ARTICLE 19

HEALTH, SAFETY AND WELFARE

19.1 a) **Promotion and Enforcement of Safety Rules.** The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

b) **Employee Complaints.** Should an employee complain to his immediate supervisor that an assigned duty requires him to be in unsafe or unhealthy conditions, in violation of acceptable safety rules, and the immediate supervisor does not correct said condition, the matter

shall immediately be brought to the attention of his Department Director or, if unavailable, the Director of Public Safety. An employee may refuse a direct order when he has grounds for a reasonable belief that his safety or the safety of others may be endangered by allowing the order in question. The employee must make his position clear to the supervisor at the time and when called upon to justify his refusal at a hearing, he must establish beyond a reasonable doubt the reasonable grounds for his apprehension or risk disciplinary action.

c) **Safety Committee.** There shall be a Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Said Committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this Agreement agree to enforce.

d) The Employer agrees to:

1. keep all motor vehicle equipment in safe operating condition and institute maintenance schedules for this equipment;
2. make annual electrical and building inspections to ensure safe working conditions; and
3. make all accident reports available to a Local 911 representative for review on a quarterly basis at the Human Resources department.
4. Employees will be required to fill out accident reports within 24 hours of their occurrence.

e) The Employer agrees to provide the personal protection equipment listed below:

Quantity	Description	Location
4	Coveralls	Lawton Valley Chemical Storage Area
4	Coveralls	Station No. 1 Chemical Storage Area
4	Hearing Protective Devices	Lawton Valley Office (with First Aid Equipment)
4	Hearing Protective Devices	Station No. 1 Office (with First Aid Equipment)
1	Eyewash Basin	Lawton Valley Chemical Storage Area
1	Eyewash Basin	Station No. 1 Chemical Storage Area

f) The Employer agrees to furnish annual one (1) set of coveralls for each Meter Reader in the Water Department. Effective July 1, 1996, the Employer will provide three (3) sets of uniforms to non-clerical Water Department employees in the following divisions: Collections, Distributions and Water Meter.

g) The Employer agrees to furnish annually three (3) sets of uniforms and one (1) jacket for each Automotive Mechanic and Parts and Inventory Control technician.

h) If the Public Safety Dispatcher is required to wear uniforms, the Employer shall be required to pay the full cost of such uniforms.

i) The Employer agrees to furnish annually two (2) sets of uniforms for each Animal Control Officer each contract year.

j) The following foul weather gear will be supplied to all outside crews of the Parks and Recreation and Public Works, Street Maintenance Division, Utilities and Building Maintenance, as needed, with need to be determined by the applicable department director:

- | | | |
|-----------------------|-----------|----------------|
| 1. Raincoat with hood | 3. boots | 5. winter coat |
| 2. Rain pants | 4. gloves | |

k) To the extent the Employer provides clothing to the employee at the request of the Union, substitutions of an equal or lesser value will be permitted, at the discretion of the Department Director, consent not to be unreasonably withheld. Examples of substitutions would be winter coveralls and safety jackets, light-weight coveralls, etc.

l) The employees of the Public Works Department will be allowed to wear shorts except while working under hazardous conditions.

m) The Employer will expend up to \$500.00 annually to supply and maintain uniform shirts for the Police Department clerks.

ARTICLE 20

ON-THE-JOB INJURY

20.1 a) Leave and medical expenses for injury in the line of duty shall be granted as provided for in Title Three (3) of the City Code of Ordinances.

b) The Employer agrees to continue to provide health insurance benefits for an employee who has completed seven (7) years of service and who is permanently disabled due to an injury received while performing his City job, for a period of twenty-five (25) months from the date of injury, subject to the following conditions:

1. Both the City and the Municipal Retirement System must first agree that the employee is permanently disabled due to an on-the-job injury;
2. The employee must be eligible for Social Security benefits.

c) The Employer agrees to pay all expenses for inoculation or immunization shots for the family residing in the employee's household when such becomes necessary, as determined by the City-approved physician, as a result of said employee's exposure to contagious disease, where said exposure occurred on the job.

d) An employee will report an accident for a line-of-duty injury to the employee's supervisor or other competent management personnel within 24 hours of the employee's knowledge of such an injury.

e) Employees who are unable to perform their regular duties due to a work related injury may be offered suitable alternative employment within their department by the Employer. Such assignments must be accepted by such employees unless a physician finds and indicates in writing why the employee is not physically able to perform such duties. Employees will be returned to their regular duties as soon as practicable and as soon as the employee has attained medical clearance. The parties agree to jointly review suitable alternative employment assignments no more than every six months to determine whether an employee can return his/her regular assignment. Such suitable alternative employment shall not conflict with other Bargaining Units and shall not result in the layoff of any employee. The procedures and remedies available pursuant to the Rhode Island Workers' Compensation Act shall be available in resolving disagreements or disputes under this Section.

ARTICLE 21

INCLEMENT WEATHER POLICY

21.1 a) The Employer may suspend work, without loss of pay, during extreme weather.

b) Non-essential employees are not required to report for work any time their building is closed because of inclement weather or other emergency.

c) On days that their building is closed early because of inclement weather or other emergency, employees shall be permitted to leave the building immediately.

ARTICLE 22

DAMAGED OR STOLEN PERSONAL PROPERTY

22.1 a) The Employer will evaluate and fairly consider, on an individual basis, an employee's request for reimbursement of personal items which have been damaged, destroyed or stolen in the performance of his or her job as a City employee.

b) Employees who must use their own tools to perform their work shall have any broken or worn tools replaced by tools of the same quality at the Employer's expense, provided tools to be replaced are turned in to the Employer and the tools loss is work-connected and not the fault of the employee.

c) Employees who, through no fault of their own, break their eyeglasses while performing their duties shall have them replaced.

d) Replacement or payment for replacement of tools and eyeglasses will be made within thirty (30) days of written notice to the Employer.

e) The Employer shall provide every Automotive Mechanic, Senior Automotive Mechanic and Head Automotive Mechanic with an annual tool allowance not to exceed \$300.00 for the purchase of specialized tools needed by them at the Central Garage. The selection of these tools will be determined jointly by the Equipment Maintenance Supervisor and a representative of the Union.

ARTICLE 23

CAR ALLOWANCE

23.1 a) Employees who are required to use their personal automobiles on City business shall be compensated for the actual miles driven on City business at the Internal Revenue Service standard mileage rate for the given year.

b) The Employer may require the employee to complete such statements and forms as it considers necessary to apply this provision.

c) Employees will be reimbursed for the following license or certification renewal costs incurred as a result of a requirement by the job description for the following classifications:

Position	License of Certification
Electrical Inspector	Masters or Journeyman – Class B
Plumbing Inspector	Master Plumber, Journeyman Master Mechanical and Asbestos Certificate
City Forester	Arborist and Pesticide
Heavy Equipment Operator	Payloader/Backhoe Limited A or B

Employees required by the Employer to obtain a Payloader/Backhoe Limited B license will also receive reimbursement. Nothing in this Section is intended to alter the rights of the City or the Union with respect to the establishment or modifications of job descriptions or requirements.

ARTICLE 24
IN-SERVICE TRAINING

24.1 a) To encourage the development of the individual employee's on-the-job performance and to make ready, experienced and knowledgeable replacements, the Employer shall establish in-service training classes to meet its needs. Notice of said training class is to be posted on all bulletin boards for at least ten (10) working days.

b) Employees within the bargaining unit may apply to the City Manager or their designee in advance to have the cost of tuition and required books reimbursed for courses taken which are job-related and approved at accredited colleges, universities, trade schools or continuing adult education classes. Employees under this program shall not be allowed to attend courses during the employee's normal working hours. Reimbursement shall be upon successful completion of the course(s) taken with a grade of "C" or better or a "pass" in a course where there is a "pass/fail" grade system.

c) The Employer will budget \$3,000.00 annually for employee education and training and the City's expenditure shall not exceed this amount in any fiscal year.

ARTICLE 25
BULLETIN BOARDS AND POSTING OF VACANCIES

25.1 a) **Bulletin Boards.** The Employer agrees to provide bulletin board space where notices of City and Union matters may be posted.

b) **Posting of Vacancies.** The Employer agrees to post all vacancies within seven (7) calendar days of occurrence.

c) The Employer will not sub-contract work that has been done exclusively by members of the bargaining unit ("bargaining unit work") except after advance notification to the bargaining unit, discussion and agreement with the Union. Such agreement shall not be unreasonably withheld.

ARTICLE 26
DISCHARGE AND DISCIPLINE

26.1 a) Discharge and discipline shall be in accordance with the applicable sections as provided for in Title Three (3) of the City Code of Ordinances.

b) Each employee shall be furnished with a copy of all disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of any employee's personnel record shall be disclosed to the employee upon his request.

c) No materials derogatory to any employee's conduct, service, character or personality will be placed in his personnel file unless he has had an opportunity to review the material. However, material obtained relative to an employee's initial employment, including references, shall be considered confidential and not subject to review by the employee.

d) After a period of three (3) years, if an employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records. Infractions of a serious nature shall be expunged from the employee's personnel record after a period of five (5) years.

e) **Arbitrary Firings.** To avoid arbitrary firings, when a Department Head is not satisfied with the work performance of an employee, the employee shall be counseled in the presence of his/her Union representative in order to help improve the employee's work performance.

f) In the event an employee whose job description requires a valid Rhode Island Driver's License has had said license suspended, the employee shall be demoted to the next lower pay grade and placed in the same step, from the date of suspension until license reinstatement. In addition to the above, subsequent losses of driver's license may also result in disciplinary action.

ARTICLE 27

GRIEVANCE PROCEDURE AND ARBITRATION

27.1 a) The purpose of the grievance procedure shall be to settle employee grievances arising out of the interpretation and application of this Agreement on as low a level as possible and as quickly as possible to ensure efficiency and high employee morale.

STEP 1. The employee(s) involved and/or the Union Representative shall meet with the immediate supervisor in an effort to resolve the grievance.

STEP 2. If no agreement is reached within one working day after presentation hereof, the grievance shall be reduced to writing and submitted to the Department Director with a copy to the Chairman of the Grievance Committee within twenty (20) days of the occurrence of the incident; presuming the grievant know of potential contract violation or misinterpretation. The written grievance shall be forwarded by hand or certified mail, restricted delivery, return receipt requested. Within three (3) working days, the Department Director shall meet and discuss the grievance with

the immediate supervisor, Union Representative and grievant. A written decision will be given by the Department Director within three (3) working days after such meeting.

STEP 3. If the Union and/or the employee is not satisfied with the decision at Step 2, the Chairman of the Grievance Committee shall file the grievance with the City Manager, who may convene a meeting to discuss the grievance, but who, in any event, will render his decision within seven (7) working days.

b) If the grievance which involves the interpretation or application of the terms of this Agreement is not resolved under the steps outlined above, it may be submitted to arbitration, either by the Employer or the Union but not the employee, upon written notice to the other within thirty (30) days of the decision at Step 3. Said arbitration will be held under the Voluntary Arbitration Rules of the American Arbitration Association, and the decision of the Arbitrator shall be final and binding. The expense incident of the arbitration procedure shall be borne equally by the City and the Union. The arbitrator shall have no power to add to, delete from or modify any of the terms or provisions of this Agreement.

c) Local 911 shall have the right to initiate a grievance where the action complained of is of a general nature or affects the Union itself. Such a grievance shall be processed being at Step 3.

d) The Employer, on request, will produce payroll and other records as necessary to the Union.

ARTICLE 28

LEGAL EXPENSE

28.1 The Employer will provide legal representation from the Office of the City Solicitor for all City employees covered by this Agreement who are sued for actions taken during the course of their employment and will pay any judgment rendered in such legal action against the employee. Employees shall immediately notify the City Manager and the City Solicitor of any legal action filed against the employee. The City of Newport, however, reserves the right to decline to provide legal representation or pay such judgment for any City employee where the City determines that the employee exceeded the scope of his employment. The City's determination is subject to the individual employee's right to pursue all appropriate grievance procedures afforded him by this Agreement, City Ordinances and State law.

ARTICLE 29
PARITY CLAUSE

29.1 If the contracts between the City of Newport and Lodge No. 8, F.O.P., and/or Local 1080, I.A.F.F., provide increased benefits for Annual Leave, Sick Leave or Health Insurance, effective during the duration of this Agreement, then members of the bargaining unit covered by this Agreement shall receive these same benefit increases.

ARTICLE 30
COMPARABLE WORK AND PAY EQUITY COMMITTEE

30.1 The Employer and the Union agree to the formation of a Comparable Worth and Pay Equity Committee. This Committee will be comprised of five (5) members with two (2) members selected by the Union and two (2) members selected by the Employer and a fifth member mutually agreed upon by the Union and the Employer. This Committee will study the entire issue of comparable worth and pay equity and will submit its findings and recommendations to the Employer and the Union no later than January 1, 2004. The Employer and the Union agree to discuss the Committee's findings and recommendations and to reopen the contract on June 30, 2004 to discuss the Committee's findings and recommendations.

Upon ratification of this Agreement, the Employer and the Union will form a study committee to review the classification and compensation of all bargaining unit positions.

Upon completion of the review, the Employer and the Union will prepare a joint report for review by members of the bargaining unit. Said review and final report shall be completed by July 1, 2004.

ARTICLE 31
ORDINANCE AMENDMENTS

31.1 The Employer shall provide the Union with a copy of Title Three each time said Ordinances are reprinted as a result of amendments. All council docket items are available to the public at the City Clerk's office and may be requested by members of Local 911.

ARTICLE 32

RESIDENCY

32.1 Employees covered by this Agreement shall not be required to maintain residency in the City of Newport in order to hold their respective positions while working for the City.

ARTICLE 33

SAVINGS CLAUSE

33.1 Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 34

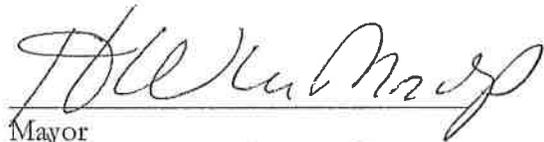
DURATION OF AGREEMENT

34.1 This Agreement shall be effective as of the 1st day of July, A.D. 2012 and shall remain in effect until the 30th day of June, A.D. 2015.

The parties agree that no contractual term will be altered after expiration of this Agreement unless the City has first negotiated to impasse with the Union or reached agreement with the Union.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of Sept A.D., 2012. 2014

**FOR THE CITY OF NEWPORT,
RHODE ISLAND**

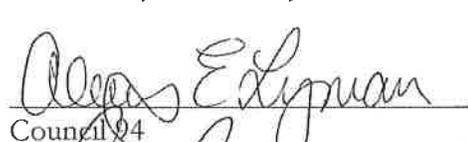


Mayor

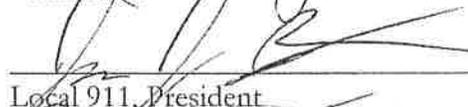


City Solicitor

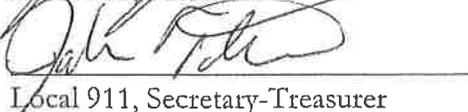
**FOR R.I COUNCIL 94
AFSCME, AFL-CIO, LOCAL 911**



Council 94



Local 911, President



Local 911, Secretary-Treasurer

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-6: Provide a list of all benefits in addition to salary plus the cost of each given to union and non-union employees, including but not limited to vacation time, personal time, sick time, insurance coverage(s), professional dues, certifications, etc.

Response: Please see attached schedule for the list and cost of benefits.

Prepared by: William Yost

CURRENT BENEFITS as of 2/1/16

<u>Benefit</u>		<u>Non-Union</u>	<u>AFSCME (union)</u>	<u>NEARI (union)</u>
Vacation Time	Hours Accrued per pay period based on years of service	4 hrs - Years 1-10 6hrs- Years 11-15 8hrs- Years 16+	3hrs- Years 1-3 4hrs- Years 4-10 5hrs- Years 11 -12 6hrs- Years 13+	3hrs- Years 1-3 4hrs- Years 4-10 5hrs- Years 11 -12 6hrs- Years 13+
	Maximum accumulation of vacation	400 hrs	300 hrs	200 hrs
Sick Time	Hours accrued per pay period Max accumulation: unlimited hired before 7/1/95; after 960hrs	4 hrs	4 hrs	4 hrs
Personal Time	Withdrawn from Sick Leave accumulation	3 days/year	2 days/year	3 days/yr
Longevity	Begins after 10 years of service; and % of salary increases per year	n/a	3% (11yrs)- 6.5% (25yrs)	n/a
Holiday Time	12 per year	12 per year	12 per year	12 per year
Health Insurance	Family (annual cost)	\$ 17,448.60	\$ 17,448.60	
Health Insurance (HSA w High Deductible) Eff. 1/1/16	Family (annual cost)			\$ 14,441.76
Health Insurance	Individual (annual cost)	\$ 7,223.76	\$ 7,223.76	
Health Insurance (HSA w high Deductible) Eff 1/1/16	Individual (annual cost)			\$ 5,978.88
Health Insurance	Waiver of benefit (annual payment)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Dental Insurance	Family (annual cost)	\$ 1,029.60	\$ 1,029.60	\$ 1,029.60
Dental Insurance	Individual (annual cost)	\$ 327.60	\$ 327.60	\$ 327.60
Life Insurance- eligible after 2yrs of emploment	Annual premium	\$ 81.00	\$ 81.00	\$ 81.00
Pension - Muncipal Employees of Rhode Island	eligible one month after hire	21.86%	21.86%	21.86%
Pension Reimbursement of 3% paid back as additional salary		3.00%	3.00%	3.00%
State Required TIAA-CREF Contribution (varies by yrs of srv)		1.00%	1.00%	1.00%
FICA / Medicare	FICA 6.2% / Medicare 1.45%	7.65%	7.65%	7.65%
Professional Dues	RI PE license fee (per license @ 60%)	\$180 Biennial	n/a	n/a
Certifications	Commerical Drivers License (CDL) 5 yr term per employee		\$ 20.00	\$ 20.00
	Hoister License (if required) 2 yrs term per employee		\$ 60.00	\$ 60.00

COMM. 1-7: When will the updated health insurance premiums be known? Please provide an update when known. Please indicate the number of employees taking individual, family, or waiving coverage.

Response: Updated health insurance premiums are known for non-union and NEARI employees. The premiums amounts are shown on the schedule submitted with Commission Data Request 1-6. The new NEARI premiums became effective on January 1, 2016. AFSCME Contract negotiations have concluded and we are awaiting preparation and execution of a formal agreement. City Council approval of the final agreement is required. We anticipate 6-8 weeks for approvals and execution of an agreement. Health Insurance premiums will be known once the final contract becomes effective. Presently there are 30 employees with Family coverage, 9 employees with Individual coverage and 7 employees have waived coverage.

Prepared by: William Yost

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-8: Please provide a breakdown of the Consultant fees in account 50220 in this proceeding.

Response: Please see the attached schedule of Consultant Fees presented in this proceeding.

Prepared by: William Yost

Data Request Commission # 1.8

Newport Water Department
Breakdown of Consultant Fees
account 50220

<u>Consultant</u>	<u>Description</u>	<u>Amount</u>
Keough + Sweeney, Ltd.	Legal Consultant (rate case as well as ongoing legal services)	\$ 125,000.00
Raftelis Financial Consultants, Inc	Financial Consultant (rate case as well as ongoing financial services)	\$ 75,000.00
Public Utility Commission	Rate Case Expenses based on prior rate case / appeals	\$ 40,000.00
US BANK	Trustee fees for Revenue Bonds issued by RI Infrastructure Bank (formerly RI Clean Water Finance Agency)	\$ 10,000.00
		Total \$ 250,000.00

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
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Set 1

COMM. 1-9: Please provide actual residential, commercial and industrial consumption by month for each month of FY 2015 and FY 2016 to date.

Response: See attached schedule Commission Data Request # 1.9 which shows consumption amounts for our residential and non-residential customers.

Prepared by: William Yost

Commission 1-9

City of Newport
Water Department
Water Consumption
(000)

<i>Billing & revenue month</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>Fiscal Year Total</i>
<u>Non-Residential</u>													
2016	44,850	52,691	48,367	49,180	43,969	28,392	27,798						295,247
2015	47,402	52,743	58,767	50,271	46,452	36,419	26,733	30,526	24,069	24,918	34,950	34,218	467,468
<u>Residential</u>													
2016	62,242	69,260	61,479	63,115	57,986	41,935	42,536						398,553
2015	131,545	70,989	76,838	68,048	62,836	48,869	42,789	57,187	42,091	39,656	51,588	47,776	740,212

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-10: Please provide actual Portsmouth and Navy consumption by month for each month of FY 2015 and FY 2016 to date.

Response: See attached schedule Commission Data Request # 1.10 which shows consumption amounts for Portsmouth and the Navy.

Prepared by: William Yost

Commission 1-10

City of Newport
Water Department
Water Consumption
(000)

<i>Billing & revenue month</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>Fiscal Year Total</i>
<u>Navy</u>													
2016	15,179	12,606	13,167	18,681	15,982	12,308	16,236						104,159
2015	10,433	14,733	20,875	17,826	20,419	17,851	13,981	21,113	12,980	30,166	21,516	15,371	217,264
<u>Portsmouth</u>													
2016	41,180	37,980	43,180	41,550	31,964	31,050	24,380						251,284
2015	41,350	46,110	42,330	43,500	33,449	31,440	26,510	28,300	29,620	25,210	27,160	37,800	412,779

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
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Set 1

COMM. 1-11: Please provide the balances of billed and unbilled receivables as of December 31, 2015.

Response: The balances as of December 31, 2015 were as follows:

- Billed Receivables \$741,558.96
- Unbilled Receivables \$1,466,801.00

Prepared by: William Yost

COMM. 1-12: Please explain the increase in the following “supply” accounts and what items are included in each account:

- a. 50311 Operating Supplies
- b. 50320 Uniforms and Protection
- c. 50339 Laboratory Supplies
- d. 50361 Office Supplies
- e. 50380 Customer Service Supplies

Response: 50311 Operating Supplies:

As set forth in the direct testimony of Julia Forgue, the City of Newport entered into a contract for the design and build of the new Lawton Valley Plant and the rehabilitation of the Station One Plant (“WTP Projects”). The WTP Projects Contract required the contractor to provide stock on hand inventory (e.g. Analyzer Probes, Salt Bridges, Cell Solution, Grit Filters, Fluoride Filters) that was utilized in the test year. The stock on hand inventory is being exhausted and replacement will result in the increase detailed in the rate year.

Operating Supplies has components in Customer Service, Source of Supply Island, Source of Supply Mainland, Station One, Lawton Valley and Distribution. Operating Supplies are comprised of, but not limited to, the following items: Machine & Tool Lubricant, Replacement Blades, Drill Bits, Meter Tools (crimping, cutting, drilling, etc.), Meter Adapters, Meter Fittings, Meter Gaskets, Service Keys, Pit Keys, Grease Guns, Brush Cutter, Mower, Coppering Bags, Pest Control, Mechanical Seals – Packing, Analytical Analyzer Reagents, Analyzer Probe Salt Bridges, Cell Solution, Grit Filters, Fluoride Feeder Filter Pack, Chemical Transfer Pumps, CLO2 Generator Maintenance Kit and Filters, HVAC Filters, Generator Fuel, Marking Paint, Marking Flags, Misc. Dig Safe Supplies and Metal Detectors.

50320 Uniforms and Protection:

The increase in Uniforms and Protection is due to a general health and safety review that resulted in the need for additional Personal Protective Equipment (PPE). The PPE is required for accident/injury avoidance.

Uniforms and Protection has components in Customer Service, Source of Supply Island, Station One, Lawton Valley and Distribution. Uniforms and Protection are comprised of, but not limited to, the following items: Safety Vests, Hi Viz Jackets, Gloves, Safety Glasses, Respirators, Tyvek Protective Suits, Rain Gear, Overboots, Coveralls, Hard Hats, Face Shields and Hearing Protection

50339 Laboratory Supplies:

The WTP Projects Contract provided new laboratory equipment with associated stock on hand inventory (e.g. Buffers, Reagents, Standards) that was utilized in the test year. The stock on hand inventory is being exhausted and replacement will result in the increase detailed in the rate year.

Laboratory Supplies are comprised of but not limited to the following items: Buffers, Reagents, Standards, Gases, Kimwipes, Gloves, Pipets, Glassware, Thermometers, Turbidimeters, Titrator, Microscope, Counting Chamber and Slides.

50361 Office Supplies:

Office Supplies expense in Docket 4243 was \$20,000, and we determined this could be reduced to \$15,000. While the Test Year amount was \$14,469, we believe that \$15,000 is an appropriate amount for the rate year, which is \$5,000 less than provided for in Docket 4243.

Office Supplies are comprised of, but not limited to, the following items: Pens, Pencils, Highlighters, Paper Clips, Binder Clip, Staples, Envelopes, Letterhead, Sticky Notes, Copy Paper, Office Furniture, Notepads, 3 Ring Binders, Batteries, Office Electronic, Calendars, Manila File Folders, Tape, Toner /Ink Cartridge, White Out, Pushpins, Thumbtacks, Labels, etc.

50380 Customer Service Supplies:

Customer Service Supplies expense in the previous Docket 4243 was \$10,000 and we determined this could be reduced to \$5,000 in the current Docket. In the test year we postponed the majority of our

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
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Public Utilities Commission's
Data Requests
Set 1

customer service initiatives as we focused on transition to monthly billing.

Customer Service Supplies are comprised of but not limited to the following items: Bill stuffers, Consumer handouts, Youth Education Materials, Leak Detection Kits and Miscellaneous Water Conservation Materials and Equipment.

Prepared by: Robert Schultz

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-13: Provide the current balances in each restricted account.

Response: As of December 31, 2015 the balances in the restricted accounts are as follows:

Capital :	\$2,956,961.69
Debt Service:	\$1,773,346.56
Chemicals:	\$ 300,975.29
Electricity:	\$ 277,885.96
Retiree Insurance:	\$ 405,100.10
Accrued Benefits:	\$ 903,976.36
Revenue Reserve:	\$ 693,106.04
Payroll:	\$ 206,137.96

Prepared by: Julia Forgue

COMM. 1-14: Please provide the most current invoices for each insurance policy in effect, i.e., health insurance, dental insurance, fire and liability, workers' compensation, retiree insurance, etc.

Response: Attached are copies of the most recent insurance invoices from the RI Interlocal Risk Management Trust. The invoices represent gross premiums due from the City for all Departments including the Water Department. Also attached are copies of the work paper calculations which breakout the gross premiums to the portion that is applicable to the Water department.

Prepared by: William Yost

City of Newport
 FY 2016 - Invoice #PANDC000935

P&L Insurance Premium Contributions - 1st Half

\$968,684 = Total Premium - \$484,342.00 Due 07/18/15

Account No.	Bal. Avail	SubTotal: Share of Prop. Premium	
04-800-5100-50239	9,386.00	2,479.45	68.24%
04-800-5101-50239	5,000.00	1,321.05	34.76%
07-800-5200-50239	18,210.00	11,840.50	
09-120-8820-50239	135.00		
09-120-8820-50240	110,000.00	30,431.50	
10-450-2500-50239	344,528.00	172,782.50	
11-200-1100-50239	145,343.00	45,193.20	24.35%
11-300-1300-50239	3,364.00	1,046.00	0.56%
11-300-1320-50239	171,380.00	53,288.60	28.71%
11-400-1505-50239	247,500.00	76,957.22	41.47%
11-400-3102-50239	2,900.00	901.72	0.49%
11-400-5300-50239	13,200.00	4,104.38	2.21%
	<u>1,084,146.00</u>	<u>404,450.50</u>	

Water Fund (Based on Actual Property Premium)

15-500-2200-50239	77,000.00	31,989.84	40.04%
15-500-2222-50239	40,000.00	16,618.10	20.80%
15-500-2223-50239	62,000.00	25,758.05	32.24%
15-500-2241-50239	13,300.00	5,525.52	6.92%
	<u>192,300.00</u>	<u>79,891.50</u>	

P&L Insurance Premium Contributions - 2nd Half

\$968,684 = Total Premium - \$484,342.00 Due 08/18/15

Account No.	Bal. Avail	SubTotal: Share of Liability Premium		Total Premium
04-800-5100-50239	6,906.55	2,479.45	65.24%	
04-800-5101-50239	3,678.95	1,321.05	34.76%	
07-800-5200-50239	6,369.50	11,840.50		
09-120-8820-50239	135.00			
09-120-8820-50240	79,568.50	30,431.50		
10-450-2500-50239	171,745.50	172,782.50		
11-200-1100-50239	100,149.80	45,193.20	24.35%	
11-300-1300-50239	2,318.00	1,046.00	0.56%	
11-300-1320-50239	118,091.40	53,288.60	28.71%	
11-400-1505-50239	170,542.78	81,061.60	41.47%	
11-400-3102-50239	1,998.28	901.72	0.49%	
11-400-5300-50239	9,095.62	4,104.38	2.21%	
	<u>670,599.88</u>	<u>404,450.50</u>	<u>100%</u>	<u>808,901.00</u>

15-500-2200-50239	45,010.16	31,989.84	63,979.67
15-500-2222-50239	23,381.90	16,618.10	33,236.19
15-500-2223-50239	36,241.95	25,758.05	51,516.10
15-500-2241-50239	7,774.48	5,525.52	11,051.03
	<u>112,408.50</u>	<u>79,891.50</u>	<u>159,783.00</u>

FY 2016 Property, Liability and Auto Insurance
 Allocation to Funds
 Dated 7/14/15 (e/s)
 Invoice #PAMDC000935 - 50% Due 07/18/15

Liability:	Water	Equip Op	Maritime	WPC	Parking	GF	TOTALS
Figure From Insurance Renewal Package Page 2 (98,538,139) Net Operating Budget /1000	20.00% (Per Trust, 20%) 48,438	1.84% (1625950/8653) 4,456	0.76% (673555/86538) 1,841	10.59% (9375564/86538138) 25,648	1.63% (1439326/865381) 3,948	65.19% 157,885	242,192
Excess Prem. >\$1Mill	8,946	823	340	4,737	729	29,115	44,690
Sp. Exclusion Endorse	100					338	100
Skate Park Liab.	338					100	338
	<u>57,384</u>	<u>5,279</u>	<u>2,181</u>	<u>30,385</u>	<u>4,677</u>	<u>187,438</u>	<u>287,345</u>
Note: Fund Multiplier comes from page 2 of insurance renewal package and consists of the fund's budget as a percentage of Total Operating Budget							
Auto:							
# of autos times rate from trust	12,865	55,584	0	0		0	68,449
Current Rate = \$119.19		81.20%	0	0			
All Vehicles except Water S/B in Equip Ops							
Property:							
Total Insured Value of Bldgs divided by 1,000 times rate from trust	89,534		5,420	315,180	19,004	183,752	612,890
			0.88%	51.43%	3.10%	63.80%	
SubTotal Insurance for Fund	159,783	60,863	7,601	345,565	23,681	371,190	968,684
							Total Invoice

**City of Newport
 FY 2016 - Invoice #PANDC000827
 WORKER'S COMPENSATION PREMIUM**

WC Insurance Premium Contributions - 1st Half

\$271,968 = Total Premium - \$135,984 Due 07/18/15

Bal. Available	
11-170-8560-50105	260,598.00
15-500-2200-50105	89,250.00
	<u>349,848.00</u>

Bal. Available	
11-170-8560-50105	151,810.80
15-500-2200-50105	62,053.20
	<u>213,864.00</u>

\$271,968 = Total Premium - \$135,984 Due 08/18/15

WC Insurance Premium Contributions - 2nd Half

TOTAL INVOICE AMOUNT DUE 271,968.00

Z: Insurance/WC Premiums Paid FY16 (eps)



The Trust

RISK MANAGEMENT TRUST

501 WAMPANOAG TRAIL, SUITE 301, EAST PROVIDENCE, RI 02915
 PHONE: (401) 438-6511 FAX: (401) 438-6990

All Inquiries: accountsreceivable@ritrust.com

Bill To:

Nancy A. Lalli
 City of Newport
 City Hall - 43 Broadway
 Newport RI 02840

INVOICE

Invoice	HEALTH002180
Date	1/2/2016
Page	1

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	NEWPCITH	1st of Month w/8 day	2/1/2016	2/9/2016
Quantity	Item Number	Description	Unit Price	Ext. Price
26.0	00006470*0018-ACT-E-	Group:00006470-0018 Plan:HSA Individual	\$498.24	\$12,954.24
47.0	00006470*0018-ACT-F-	Group:00006470-0018 Plan:HSA Family	\$1,203.48	\$56,563.56
15.0	00006470*0019-ACT-E-	Group:00006470-0019 Plan:HSA Individual	\$498.24	\$7,473.60
73.0	00006470*0019-ACT-F-	Group:00006470-0019 Plan:HSA Family	\$1,203.48	\$87,854.04
5.0	00006470*0020-ACT-E-	Group:00006470-0020 Plan:HSA Individual	\$498.24	\$2,491.20
12.0	00006470*0020-ACT-F-	Group:00006470-0020 Plan:HSA Family	\$1,203.48	\$14,441.76
1.0	100646-1-P06-F-1	Group:00006470*0001 Plan:HMC2C Family	\$1,454.05	\$1,454.05
11.0	100646-1-R06-F-1	Group:00006470*0001 Plan:HMC2C Family	\$1,454.05	\$15,994.55
10.0	100646-1-RNC-E-1	Group:00006470*0001 Plan:HMC2C Individual	\$601.98	\$6,019.80
27.0	100646-1-RNC-F-1	Group:00006470*0001 Plan:HMC2C Family	\$1,454.05	\$39,259.35
5.0	100720-1-ACT-E-1	Group:00006470-0017 Plan:HMC2C Individual	\$601.98	\$3,009.90
26.0	100720-1-ACT-F-1	Group:00006470-0017 Plan:HMC2C Family	\$1,454.05	\$37,805.30
1.0	100720-1-R03-E-1	Group:00006470-0017 Plan:HMC2C Individual	\$601.98	\$601.98
4.0	100720-1-R03-F-1	Group:00006470-0017 Plan:HMC2C Family	\$1,454.05	\$5,816.20
2.0	102428-1-RET-E-1	Group:00006470*0016-RET Plan:HMC2C Individual	\$601.98	\$1,203.96
2.0	102428-1-RET-F-1	Group:00006470*0016-RET Plan:HMC2C Family	\$1,454.05	\$2,908.10
22.0	1B289-1-P06-E-1	Group:00006470*0007-P06 Plan:HMC2C Individual	\$601.98	\$13,243.56
18.0	1B289-1-P06-F-1	Group:00006470*0007-P06 Plan:HMC2C Family	\$1,454.05	\$26,172.90
2.0	1B290-1-ADM-E-1	Group:00006470*0009-ADM Plan:HMC2C Individual	\$609.62	\$1,219.24
3.0	1B290-1-ADM-F-1	Group:00006470*0009-ADM Plan:HMC2C Family	\$1,472.51	\$4,417.53
8.0	1B290-1-CLK-E-1	Group:00006470*0009-CLK Plan:HMC2C Individual	\$609.62	\$4,876.96
4.0	1B290-1-CLK-F-1	Group:00006470*0009-CLK Plan:HMC2C Family	\$1,472.51	\$5,890.04
14.0	6470-1-A06-E-1	Group:00006470*0005-A06 Plan:HMC2C Individual	\$601.98	\$8,427.72
28.0	6470-1-A06-F-1	Group:00006470*0005-A06 Plan:HMC2C Family	\$1,454.05	\$40,713.40
15.0	6470-1-P06-E-1	Group:00006470*0005-P06 Plan:HMC2C Individual	\$601.98	\$9,029.70
31.0	6470-1-P06-F-1	Group:00006470*0005-P06 Plan:HMC2C Family	\$1,454.05	\$45,075.55
10.0	6470-2-LIB-E-10	Group:00006470*0004-LIB Plan:PLAN 65 Individual	\$194.33	\$1,943.30
3.0	6470-2-P06-E-10	Group:00006470*0004-P06 Plan:PLAN 65 Individual	\$194.33	\$582.99
23.0	6470-2-R03-E-10	Group:00006470*0004-R03 Plan:PLAN 65 Individual	\$194.33	\$4,469.59
43.0	6470-2-RET-E-10	Group:00006470*0004-RET Plan:PLAN 65 Individual	\$194.33	\$8,356.19
17.0	6471-1-RET-E-1	Group:00006470*0011-RET Plan:HMC2C Individual	\$606.05	\$10,302.85



RISK MANAGEMENT TRUST

501 WAMPANOAG TRAIL, SUITE 301, EAST PROVIDENCE, RI 02915
 PHONE: (401) 438-6511 FAX: (401) 438-6990

All Inquiries: accountsreceivable@ritrust.com

Bill To:

Nancy A. Lall
 City of Newport
 City Hall - 43 Broadway
 Newport RI 02840

INVOICE

Invoice	HEALTH002180
Date	1/2/2016
Page	2

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	NEWPCITH	1st of Month w/8 day	2/1/2016	2/9/2016
Quantity	Item Number	Description	Unit Price	Ext. Price
33.0	6471-1-RET-F-1	Group:00006470*0011-RET Plan:HMC2C Family	\$1,463.84	\$48,306.72
97.0	6471-2-RET-E-10	Group:00006470*0012-RET Plan:PLAN 65 Individual	\$194.33	\$18,850.01
78.0	7219-2-RET-E-10	Group:00006470*0003-RET Plan:PLAN 65 Individual	\$194.33	\$15,157.74
3.0	M10064-1-RNC-E-7	Group:00006470*0002-RNC Plan:CLASSIC Individual	\$730.60	\$2,191.80
1.0	M10064-1-RNC-F-6	Group:00006470*0002-RNC Plan:BCHP Family	\$1,544.46	\$1,544.46
1.0	M10072-1-ACT-F-6	Group:00006470*0014-ACT Plan:BCHP Family	\$1,544.46	\$1,544.46
3.0	M1B289-1-RET-E-7	Group:00006470*0008-RET Plan:CLASSIC Individual	\$730.60	\$2,191.80
2.0	M1B289-1-RET-F-6	Group:00006470*0008-RET Plan:BCHP Family	\$1,544.46	\$3,088.92
2.0	M6470-1-A06-F-6	Group:00006470*0006-A06 Plan:BCHP Family	\$1,544.46	\$3,088.92
1.0	M6470-1-P06-E-6	Group:00006470*0006-P06 Plan:BCHP Individual	\$639.29	\$639.29
2.0	M6470-1-P06-F-6	Group:00006470*0006-P06 Plan:BCHP Family	\$1,544.46	\$3,088.92
2.0	1B290-1-ADM-E-1	Group:00006470*0009-ADM Plan:HMC2C Individual	\$609.62	\$1,219.24
		Add January 2016		
3.0	1B290-1-ADM-F-1	Group:00006470*0009-ADM Plan:HMC2C Family	\$1,472.51	\$4,417.53
		Add January 2016		
8.0	1B290-1-CLK-E-1	Group:00006470*0009-CLK Plan:HMC2C Individual	\$609.62	\$4,876.96
		Add January 2016		
4.0	1B290-1-CLK-F-1	Group:00006470*0009-CLK Plan:HMC2C Family	\$1,472.51	\$5,890.04
		Add January 2016		

HEALTH PREMIUM FEBRUARY 2016

Subtotal	\$596,669.92
Misc	\$0.00
Total	\$596,669.92

Late payment interest accrues on outstanding balances at a rate of 12% per annum, commencing on first day late fees assess.



R I S K M A N A G E M E N T T R U S T

501 WAMPANOAG TRAIL, SUITE 301, EAST PROVIDENCE, RI 02915
 PHONE: (401) 438-6511 FAX: (401) 438-6990

All Inquiries: accountsreceivable@ritrust.com

Bill To:

Nancy A. Lall
 City of Newport
 City Hall - 43 Broadway
 Newport RI 02840

INVOICE

Invoice	DENTAL002124
Date	12/16/2015
Page	1

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	NEWPCITD	15th of Month w/8	1/15/2016	1/23/2016
Quantity	Item Number	Description	Unit Price	Ext. Price
63.0	5885-0112-E	City Of Newport/Municipal- Individual	\$27.30	\$1,719.90
119.0	5885-0112-F	City Of Newport/Municipal- Family	\$85.80	\$10,210.20
22.0	5885-0113-E	City Of Newport/Fire- Individual	\$27.30	\$600.60
75.0	5885-0113-F	City Of Newport/Fire- Family	\$85.80	\$6,435.00
31.0	5885-0114-E	City Of Newport/Police- Individual	\$27.30	\$846.30
51.0	5885-0114-F	City Of Newport/Police- Family	\$85.80	\$4,375.80
36.0	5885-0115-D	City Of Newport Fire Retirees- Two Person	\$81.90	\$2,948.40
13.0	5885-0115-E	City Of Newport Fire Retirees- Individual	\$40.96	\$532.48
6.0	5885-0115-F	City Of Newport Fire Retirees- Family	\$107.73	\$646.38
26.0	5885-0116-D	City Of Newport Police Retiree- Two Person	\$81.90	\$2,129.40
7.0	5885-0116-E	City Of Newport Police Retiree- Individual	\$40.96	\$286.72
2.0	5885-0116-F	City Of Newport Police Retiree- Family	\$107.73	\$215.46
7.0	5885-0117-D	City Of Newport Muni Retiree- Two Person	\$81.90	\$573.30
16.0	5885-0117-E	City Of Newport Muni Retiree- Individual	\$40.96	\$655.36
3.0	5885-0118-D	City Of Newport Library Retiree- Two Person	\$81.90	\$245.70
1.0	5885-0118-E	City Of Newport Library Retiree- Individual	\$40.96	\$40.96

DENTAL PREMIUM FOR JANUARY 2016

Subtotal	\$32,461.96
Misc	\$0.00
Total	\$32,461.96

Late payment interest accrues on outstanding balances at a rate of 12% per annum, commencing on first day late fees assess.



RISK MANAGEMENT TRUST

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 PHONE: (401) 438-6511 FAX: (401) 438-6990

All Inquiries: accountsreceivable@ritrust.com

Invoice	LIFE005371
Date	1/11/2016
Page	1

Bill To:

Nancy A. Lalli
 City of Newport
 City Hall
 43 Broadway
 Newport RI 02840

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	NEWPCITL	10th of Month w/8	2/10/2016	2/18/2016
Quantity	Item Number	Description	Unit Price	Ext. Price
1.0	LFBASIC	Life Ins Basic	\$12,101.86	\$12,101.86

LIFE PREMIUM FOR JANUARY 2016

Subtotal	\$12,101.86
Misc	\$0.00
Total	\$12,101.86

Late payment interest accrues on outstanding balances at a rate of 12% per annum, commencing on first day late fees assess.



501 WAMPANOAG TRAIL, SUITE 301, EAST PROVIDENCE, RI 02915
 PHONE: (401) 438-6511 FAX: (401) 438-6990

All Inquiries: accountsreceivable@ritrust.com
 Bill To:

Nancy a. Lalli
 City of Newport
 Controller
 City Hall - 43 Broadway
 Newport RI 02840

INVOICE

Invoice	PANDC000935
Date	6/19/2015
Page	1

50% due in 30 days,
 remaining due by due date

*7-24-15 (2nd half)
 Ref # 39663
 (ES)*

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	NEWPCITP	Net 60-W15	8/18/2015	9/2/2015
Quantity	Item Number	Description	Unit Price	Ext. Price
1.0	P/L-2016	Property & Liability Coverage PY 2015-2016	\$923,516.00	\$923,516.00
1.0	EXCESS-2016	Excess Liability Coverage PY 2015-2016	\$44,730.00	\$44,730.00
1.0	SKATE-2016	P&L Skatepark Coverage PY 2015-2016	\$100.00	\$100.00
1.0	SPECIAL-2016	Special Exclusion Endorsement PY 2015-2016	\$338.00	\$338.00

*water and
 7/3/15
 9/2/15*

PROPERTY & LIABILITY PREMIUM FY 2015-2016

Subtotal	\$968,684.00
Misc	\$0.00
Total	\$968,684.00

Late payment interest accrues on outstanding balances at a rate of 12% per annum, commencing on first day late fees assess.



RISK MANAGEMENT TRUST

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 PHONE: (401) 438-6511 FAX: (401) 438-6990

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Bill To:

Nancy A. Lalli
 City of Newport
 Controller
 City Hall - 43 Broadway
 Newport RI 02840

INVOICE

Invoice	PANDC000827
Date	6/19/2015
Page	1

50% due in 30 days,
 remaining due by due date

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	NEWPCITW	Net 60 W15	8/18/2015	9/2/2015
Quantity	Item Number	Description	Unit Price	Ext. Price
1.0	WC-2016	Worker's Compensation Coverage PY 2015-2016	\$271,968.00	\$271,968.00
	City	\$217,574.40		
	Water	\$54,393.60		
		Pay 1/2	7/16/15	
		Pay 1/2	8/17/15	

WORKERS COMPENSATION PREMIUM FY 2015-2016

Subtotal	\$271,968.00
Misc	\$0.00
Total	\$271,968.00

Late payment interest accrues on outstanding balances at a rate of 12% per annum, commencing on first day late fees assess.



RISK MANAGEMENT TRUST

301 WAMPANOAG TRAIL, SUITE 301, EAST PROVIDENCE, RI 02915
PHONE: (401) 438-6511 FAX: (401) 438-6990

All Inquiries: accountsreceivable@ritrust.com

Bill To:

Nancy A. Lalli
City of Newport
Controller
City Hall - 43 Broadway
Newport RI 02840

INVOICE

Invoice	WCASO000030
Date	10/6/2015
Page	1

*10-14-15
re-mailed to WC
cc to RA & NL
EB*

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	NEWPCITW	Net 30	11/5/2015	11/5/2015
Quantity	Item Number	Description	Unit Price	Ext. Price
1.0	WC-NPT	WC ASO - Newport	\$1,123.14	\$1,123.14

ASO QUARTER 1 FY16

Subtotal	\$1,123.14
Misc	\$0.00
Total	\$1,123.14

Late payment interest accrues on outstanding balances at a rate of 12% per annum, commencing on first day late fees assess.

INVOICE



RISK MANAGEMENT TRUST

501 WAMPANOAG TRAIL, SUITE 301, EAST PROVIDENCE, RI 02915
 PHONE: (401) 438-6511 FAX: (401) 438-6990

All Inquiries: accountsreceivable@ritrust.com

Bill To:

Nancy A. Lalli
 City of Newport
 Controller
 City Hall - 43 Broadway
 Newport RI 02840

*1200
 02/12/16*

Invoice	WCASO000032
Date	1/13/2016
Page	1

*12246
 Second 7/1/16 - KA
 ETZ*

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As of
	NEWPCITW	Net 30	2/12/2016	2/12/2016
Quantity	Item Number	Description	Unit Price	Ext. Price
1.0	WC-NPT	WC ASO - Newport	\$2,557.34	\$2,557.34

ASO QUARTER 2 FY16

Subtotal	\$2,557.34
Misc	\$0.00
Total	\$2,557.34

Late payment interest accrues on outstanding balances at a rate of 12% per annum, commencing on first day late fees assess.

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-15: Please provide detail about Account 50505 entitled "Self Insurance" and supporting documents for the increase requested.

Response: This account represents costs associated with claims that are not covered by liability insurance policies. The amount is equal to four claims being paid in a fiscal year, at the amount of the deductible which is \$2,500 per claim.

Prepared by: William Yost

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-16: Please explain the increase in Legal & Administrative services and what services are provided under this line item and subsections.

Response: As set forth in HJS Schedule A1-B, the Rate Year Legal & Administrative services decrease by \$25,889. These are services the City of Newport provides to the Water Fund, including: audit fees; Other Post – Employment Benefit contributions to a Trust; City Council, City Clerk, City Manager and Solicitor fees; human resources charges; and finance, purchasing, collections, accounts payable, payroll and debt management fees. See also, Laura Sitrin Testimony and attached Exhibits.

Prepared by: Laura Sitrin

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-17: Please explain what services are provided in Data Processing and provide supporting documentation for the requested increase in Data Processing Acct Number 50267.

Response: Data Processing, known as Management Information Systems, provides or pays for all technology licensing, hardware, software and support. They also provide computer training to all City users, all telephone and communications equipment, hardware, software and support. They also provide all copier, computer and related supplies to City departments. Please see attachments for documentation.

Prepared by: Laura Sitrin

City of Newport
 Cost Allocations - MIS
 as of November 4, 2014

MIS Operating Budget		1,589,012
ERP System - School Share	A	(140,045)
Vision Appraisal Web Hosting		(2,800)
Judicial Case Mgt Software		(5,795)
Maritime Domain		(80) allocate to Maritime
Boston Computer Scanning		(2,720)
Copiers		(17,237)
Equipment		(32,400)
Other		(5,885)
Operating to allocate		<u>1,382,050</u>
Capital Budget		385,950
Copiers		(24,000)
Workstation Virtualization		(100,000) separately charge when applicable
PC Replacement		(131,950) separately charge when applicable
Total to Allocate		<u>1,512,050</u>

ERP System:

Lawson Security Implementation	17,280
Velocity Hosting Services	192,682
MHC Software	7,800
Lawson Annual Fees	93,450
	<u>311,212</u>

45% to Schools	A	140,045
55% to City		171,167

FUNCTION: Finance
DEPARTMENT: Finance
DIVISION OR ACTIVITY: Management Information Systems

BUDGET COMMENTS:

With the exception of the Police Department, all departmental requests for technology hardware, software, and support are charged to this cost center. The adopted budget has increased by \$210,618 (15.28%) in FY2015. Increases in FY2015 include \$509,940 (509.94%) in contract services because hosting fees and support fees were added to or reallocated to this line. This division pays for all Postage (\$54,590) for the City except for the Water Fund. Another major expense is \$38,841 for Telephone & Communication expenses for the City. All copier, computer paper and related supplies for the City are also charged to this division.

PROGRAM:

This program provides funds for the operation and maintenance of the City's centralized data processing center. This includes all applicable computer hardware and software, networking and all other telecommunications equipment. All Municipal application software modules - general ledger, payroll, purchasing, budgeting, tax assessment, tax collections, Municipal Court, voter registration, property records, human resources, building permits, and utility bills - are supported on various computer systems that are the responsibility of the MIS staff. In addition to overseeing these applications and the operations associated with these modules and the network, the MIS staff trains and assists over 200 users spanning all Departments.

OBJECTIVES:

To both maximize the quality and minimize the cost of service provided to the general public and user departments through the use of sophisticated computer and telephone systems, use of World Wide Web and various other computer-related systems, and to assist all departments in their use of Information Technology so that they can enhance the efficiency and effectiveness of City operations.

SERVICES AND PRODUCTS:

- Provide support to City employees in the use of new computerized systems.
- Update and support city-wide information systems.
- Ensure that phone and computer communication systems are operating at full capacity at all times.

**CITY OF NEWPORT, RHODE ISLAND
FY2015 ADOPTED BUDGET
GENERAL FUND EXPENDITURES**

<u>ACCT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>2013 ACTUAL EXPEND</u>	<u>2014 ADOPTED BUDGET</u>	<u>2014 PROJECTED RESULTS</u>	<u>2015 ADOPTED BUDGET</u>	<u>\$ Change FY14 to FY15</u>	<u>% Chge FY14 to FY15</u>
11-100-8315-50001	Municipal Court Salaries	45,883	44,583	44,583	46,786	2,203	4.94%
11-100-8315-50002	Overtime	4,604	4,000	4,600	5,000	1,000	25.00%
11-100-8315-50100	Employee Benefits	29,718	29,495	29,800	30,546	1,051	3.56%
11-100-8315-50225	Contract Services	-	350	-	-	(350)	-100.00%
11-100-8315-50268	Mileage Reimbursement	36	65	-	-	(65)	-100.00%
11-100-8315-50361	Office Supplies	770	1,000	1,000	1,000	-	0.00%
	Municipal Court	81,011	79,493	79,983	83,332	3,839	4.83%
11-100-8320-50001	Finance Admin Salaries	335,304	344,593	344,593	352,559	7,966	2.31%
11-100-8320-50100	Employee Benefits	116,260	145,871	145,871	154,881	9,010	6.18%
11-100-8320-50205	Copying & Binding	5,745	6,000	6,000	6,000	-	0.00%
11-100-8320-50207	Legal Advertising	24,791	15,000	15,000	10,000	(5,000)	-33.33%
11-100-8320-50210	Dues & Subscriptions	4,301	3,500	4,400	3,500	-	0.00%
11-100-8320-50212	Conferences & Training	15,835	8,000	8,000	8,000	-	0.00%
11-100-8320-50225	Banking & Financial Services	17,836	-	-	-	-	0.00%
11-100-8320-50361	Office Supplies	3,047	3,000	3,500	3,500	500	16.67%
	Finance Admin	523,119	525,964	527,364	538,440	12,476	2.37%
11-100-8328-50001	MIS Salaries	294,539	190,392	166,000	138,178	(52,214)	-27.42%
11-100-8328-50100	Employee Benefits	114,276	120,635	60,000	49,026	(71,609)	-59.36%
11-100-8328-50212	Technical Training	300	5,300	1,000	3,000	(2,300)	-43.40%
11-100-8328-50225	Contract Services	-	100,000	235,919	609,940	509,940	509.94%
11-100-8328-50226	Annual Software Maint Fees	333,948	381,004	381,004	234,214	(146,790)	-38.53%
11-100-8328-50227	Annual Hardware Maint Fees	49,581	80,538	80,538	30,238	(50,300)	-62.45%
11-100-8328-50228	Software License Fees	6,588	48,875	48,875	55,000	6,125	12.53%
11-100-8328-50238	Postage	63,877	61,680	66,000	54,590	(7,090)	-11.49%
11-100-8328-50251	Telephone & Comm	283,910	300,000	325,000	338,841	38,841	12.95%
11-100-8328-50268	Mileage Reimb	317	450	450	100	(350)	-77.78%
11-100-8328-50311	Operating Supplies	21,048	22,540	22,540	31,480	8,940	39.66%
11-100-8328-50361	Office Supplies	-	-	-	6,120	6,120	100.00%
11-100-8328-50420	MIS Equipment	28,831	60,000	60,000	32,400	(27,600)	-46.00%
11-100-8328-50556	Lease Purchases	7,278	6,980	6,980	5,885	(1,095)	-15.69%
	MIS	1,204,493	1,378,394	1,454,306	1,589,012	210,618	15.28%
11-100-8371-50001	Salaries	105,916	154,212	154,212	165,969	11,757	7.62%
11-100-8371-50002	Overtime	10,084	5,000	3,000	5,000	-	0.00%
11-100-8371-50004	BAR Clerk	12,038	10,000	12,000	12,000	2,000	20.00%
11-100-8371-50100	Employee Benefits	75,161	93,301	80,000	117,308	24,007	25.73%
11-100-8371-50205	Copying & Binding	351	600	600	600	-	0.00%
11-100-8371-50207	Legal Advertising	-	400	-	-	(400)	-100.00%
11-100-8371-50210	Dues & Subscriptions	712	2,000	1,200	2,000	-	0.00%
11-100-8371-50212	Conferences & Training	245	1,000	1,000	1,200	200	20.00%
11-100-8371-50220	Consultant Fees	2,800	-	-	-	-	0.00%
11-100-8371-50225	Contract Services	183,767	79,781	50,000	10,000	(69,781)	-87.47%
11-100-8371-50311	Hard Copy of Tax Rolls	2,023	3,500	3,500	3,500	-	0.00%
11-100-8371-50320	Safety Equipment	193	800	800	800	-	0.00%
11-100-8371-50361	Office Supplies	8,116	8,500	8,500	8,500	-	0.00%
	Assessment/Land Evidence	401,406	359,094	314,812	326,877	(32,217)	-8.97%
11-100-8372-50001	Billing & Collections Salaries	190,365	199,000	175,000	189,612	(9,388)	-4.72%
11-100-8372-50002	Overtime	4,305	2,000	4,500	4,500	2,500	125.00%
11-100-8372-50004	Temp and Seasonal	17,025	2,000	12,000	9,000	7,000	350.00%
11-100-8372-50100	Employee Benefits	99,466	113,406	100,000	113,392	(14)	-0.01%
11-100-8372-50205	Copying & Binding	24,374	20,000	24,400	24,400	4,400	22.00%
11-100-8372-50207	Legal Advertising	-	600	-	-	(600)	-100.00%
11-100-8372-50210	Dues & Subscriptions	-	100	-	-	(100)	-100.00%
11-100-8372-50212	Conferences & Training	-	-	1,000	1,000	1,000	100.00%
11-100-8372-50268	Mileage Reimb	182	250	200	250	-	0.00%
11-100-8372-50361	Office Supplies	2,370	2,500	2,500	2,500	-	0.00%
	Billing & Collections	338,087	339,856	319,600	344,654	4,798	1.41%
11-100-8373-50001	Accounting Salaries	260,219	261,540	261,540	265,575	4,035	1.54%
11-100-8373-50002	Overtime	8,849	5,000	9,000	9,000	4,000	80.00%
11-100-8373-50100	Employee Benefits	112,403	124,060	124,060	129,655	5,595	4.51%
11-100-8373-50205	Copying & Binding	2,789	2,000	2,000	2,200	200	10.00%
11-100-8373-50210	Dues & Subscriptions	704	1,500	1,500	1,500	-	0.00%
11-100-8373-50212	Conferences & Training	5,383	7,500	7,500	7,500	-	0.00%
11-100-8373-50361	Check Stock & Envelopes	1,990	4,000	2,500	2,500	(1,500)	-37.50%
11-100-8373-50730	Electronic Payment Rebate	-	(15,000)	-	(15,000)	-	0.00%
	Accounting	392,337	390,600	408,100	402,930	12,330	3.16%
TOTAL FINANCE DEPT		2,940,453	3,073,401	3,104,165	3,285,245	211,844	6.89%

PROJECT DETAIL

PROJECT TITLE (#133620) <i>Information and Communication Systems</i>		DEPARTMENT OR DIVISION <i>Finance & Support Services</i>					LOCATION <i>Citywide</i>			
PROJECT DESCRIPTION										
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>					
PC Replacement	131,950	235,250	68,450	50,000	50,000					
Workstation Virtualization	100,000									
Copier Replacements	24,000	33,524	22,571	14,286	14,286					
Switches upgrades ph2	80,000									
Technology upgrades	50,000	250,000	250,000	250,000	250,000					
Total Request	385,950	268,774	91,021	64,286	64,286					
GOALS & OBJECTIVES <i>Technological Improvements; Council's Strategic Goal #1, Improve communications</i>										
STATUS/OTHER COMMENTS <i>Improved functionality and remote access; document preservation.</i>						OPERATING COSTS/SAVINGS <i>Improved process and efficiencies could lead to savings in excess of \$100,000</i>				
TOTAL PROJECT COST						<i>On going</i>				
PLANNED FINANCING										
	Prior	Unspent @	Estimated	Adopted	Proposed	Proposed	Proposed	Proposed		
SOURCE OF FUNDS	Funding	11/1/2013	FY14 Exp.	2014/15	2015/16	2016/17	2017/18	2018/19	TOTAL	
Transfer from General Fund				385,950	268,774	91,021	64,286	64,286	874,317	
									-	
									-	
									-	
TOTAL COST				385,950	268,774	91,021	64,286	64,286	874,317	
Total GF Transfer				385,950	268,774	91,021	64,286	64,286	874,317	

COMM. 1-18: Please provide detail supporting the Accrued Benefits Buyout.

Response: Accrued Benefits Buyout represents the cost of accrued vacation and sick time when employees either retire or leave the Water Department. All accrued leave is paid at 100%; however sick time is limited to a payment of 65% and is capped depending upon years of employment.

We did a detailed review of the current funding level as well as the total benefit liability based on current staff levels, earned entitlements, and projected pay rates for fiscal year 2017. Attached is a schedule of the projected annual cost. The calculation work paper starts with total earned and accrued paid leave hours and sick time hours as of August 2015. The hours were then converted to dollars with an expected salary increase of 2.25% for both fiscal years 2016 and 2017. The sick time amounts were reduced to 65% of the liability and capped to either \$10,000 or \$25,000 depending upon an individual's longevity with the City. The average entitlement of both Paid Leave and Sick was subtotaled, FICA tax was applied and the per person sum multiplied by three employees which has been the average number of employee separations over the last three fiscal years, (2013-2015).

Prepared by: William Yost

City of Newport Water Department
 Calculation of Accrued benefits Buyout
 Projected cost as of fiscal year 2017

EE#	Hire Date	hours os of 8/12/2015	2015 Rate	2017 Rate	Paid Leave Amount	Sick Time Amount
1859	12/22/2003	51	\$19.50	\$20.39	\$1,039.76	\$503.57
386	9/13/1982	395	\$25.38	\$26.53	\$10,481.30	\$25,000.00
2356	5/17/2010	41	\$22.17	\$23.18	\$908.97	\$-
1916	9/22/2003	181	\$22.17	\$23.18	\$4,195.38	\$3,435.11
2040	4/28/2008	73	\$23.14	\$24.19	\$1,689.22	\$-
2763	4/13/2015	10	\$17.30	\$18.09	\$173.00	\$-
2596	5/28/2013	47	\$24.95	\$26.09	\$1,172.65	\$-
420	10/8/1978	336	\$25.38	\$26.53	\$8,915.74	\$25,000.00
2214	8/20/2007	193	\$20.65	\$21.59	\$4,166.81	\$6,174.66
2165	4/9/2007	22	\$20.65	\$21.59	\$474.97	\$392.93
2754	1/20/2015	69	\$17.30	\$18.09	\$1,193.70	\$-
1856	3/24/2003	124	\$24.60	\$25.72	\$3,189.21	\$10,000.00
1985	10/18/2004	274	\$23.71	\$24.79	\$6,792.17	\$10,000.00
1731	3/12/2001	330	\$56.95	\$59.54	\$11,789.23	\$10,000.00
2110	6/26/2006	190	\$22.46	\$23.48	\$4,461.99	\$10,000.00
2757	2/17/2015	70	\$17.30	\$18.09	\$1,211.00	\$-
1079	10/7/1991	378	\$25.26	\$26.41	\$9,982.79	\$25,000.00
2041	8/9/2005	72	\$20.65	\$21.59	\$1,554.46	\$10,000.00
757	3/7/1988	278	\$23.69	\$24.77	\$6,885.52	\$25,000.00
960	2/26/1990	342	\$27.07	\$28.30	\$9,679.23	\$10,835.36
629	7/14/1986	109	\$22.65	\$23.68	\$2,581.20	\$10,420.70
2158	2/20/2007	155	\$22.24	\$23.25	\$3,604.07	\$2,267.08
2292	8/1/2011	266	\$19.47	\$20.36	\$5,179.02	\$-
2152	12/10/2007	54	\$22.46	\$23.48	\$1,268.14	\$4,640.47
2315	6/1/2009	87	\$21.81	\$22.80	\$1,897.47	\$-
1996	12/13/2004	185	\$24.43	\$25.54	\$4,725.22	\$10,000.00
2273	4/5/2010	292	\$19.19	\$20.06	\$5,603.48	\$-
1930	3/22/2004	250	\$23.96	\$25.05	\$6,262.58	\$8,108.79
405	9/12/1983	352	\$43.86	\$45.86	\$16,141.28	\$25,000.00
1091	4/6/1992	360	\$25.26	\$26.41	\$9,507.42	\$25,000.00
2007	5/2/2005	86	\$57.68	\$60.30	\$5,186.21	\$10,000.00
2063	11/28/2005	284	\$22.24	\$23.25	\$6,603.58	\$10,000.00
736	8/17/1987	315	\$27.88	\$29.15	\$9,181.84	\$9,113.35
2513	2/27/2012	21	\$21.38	\$22.35	\$269.39	\$-
1858	4/7/2003	212	\$33.86	\$35.40	\$7,504.98	\$10,000.00
2350	4/26/2010	173	\$35.64	\$37.26	\$6,165.72	\$-
2642	3/10/2014	64	\$17.82	\$18.63	\$1,140.48	\$-
728	9/24/1990	60	\$23.63	\$24.71	\$1,482.32	\$22,048.26
2567	12/10/2012	158	\$48.10	\$50.29	\$4,559.88	\$-
950	12/3/1989	255	\$25.38	\$26.53	\$6,766.41	\$25,000.00
2314	6/1/2009	242	\$21.17	\$22.13	\$5,123.14	\$-
2704	8/25/2014	68	\$21.29	\$22.26	\$1,447.72	\$-
2537	6/4/2012	101	\$19.47	\$20.36	\$1,966.47	\$-
867	2/1/1989	169	\$31.20	\$32.62	\$5,512.75	\$24,213.67
425	3/17/1980	329	\$25.38	\$26.53	\$8,730.00	\$25,000.00
2691	7/21/2014	62	\$42.02	\$43.93	\$1,634.28	\$-
Total					\$218,367.88	\$392,153.94
# of employee					46	29
avg entitlemer					\$4,747.13	\$13,522.55
subtotal						\$18,269.68
FICA @7.65%						<u>\$1,397.63</u>
Average cost per employee						\$19,667.31
Avg # of employees retiring per year						3
Total Cost						\$59,002

COMM. 1-19: Please detail the \$17,340 increase requested for conferences and training and provide documents to support this increase.

Response: The Rules and Regulations Pertaining to the Certification of Public Drinking Water Supply Treatment and Public Drinking Water Supply Transmission and Distribution Operators mandates operator certification. Operator certifications are renewed on a 3 year interval and require training (e.g. contact hours).

During the previous license renewal period, Operator Training was provided as part of the WTP Projects Contract. The Operator Training was submitted and approved by RIDOH for contact hours. Please find attached some of the classes provided under the WTP Projects Contract.

Meter Section staff is not required to obtain operator certification but they complete the on-site evaluation and/or inspections for the Cross-connection Control Program which requires certifications. Please find attached example Course Brochures detailing these certification courses.

The rate year increase is required to fulfill the required contact hours for operator certification.

Prepared by: Robert Schultz



A Joint Venture



AECOM
701 Edgewater Drive
Wakefield, MA 01880

781.246.5200 tel
781.245.6293 fax

Table 1. Recently Conducted Operator Training Classes, Water Treatment Plant Design Build Project, Newport, Rhode Island

Date Class Conducted	Name of Class	Class Location	Instructor Name	Instructor Affiliation	Length of Class, hours	Documentation Provided in Attachment
3/13/14	Double Suction Pumps	Station No. 1 WTP	J. DeLuca	AquaSolutions	2.0	1
4/23/14	Overview of Water Treatment Plant Process	Lawton Valley WTP	B. Clunie	AECOM	2.0	2
5/7/14	Filtration Air Blowers	Station No. 1 WTP	D. Lynch	AquaSolutions	1.0	3
6/17/14	Vertical Turbine Pumps Submersible Pumps	Station No. 1 WTP	D. Lynch	AquaSolutions	1.0	4
6/24/14	Closed Circuit TV, Card Access, and Gate Intercom	Station No. 1 WTP	E. McDonald	Communication Systems, Inc.	1.0	5
7/2/14	SCADA System	Station No. 1 WTP	J. Falk	Aaron Associates	2.0	6
7/9/14	Chemical Metering Pumps	Lawton Valley WTP	R. Chiodini	Wescor	2.0	7 ⁽¹⁾
7/9/14	Motor Operated Valves Chemical Transfer Pumps	Station No. 1 WTP	C. Rossiter	Bartlett & Brillon	1.0	8
7/15/14	Electrical Gear	Lawton Valley WTP	P. Costa	General Electric	1.5	9
7/22/14	HVAC Equipment	Station No. 1 WTP	A. Grimes	D.D.S. Industries	1.0	10
7/23/14	HVAC Controls	Station No. 1 WTP	E. Ianni	ENE Systems / D.D.S. Industries	1.0	11
7/23/14	Emergency Generators	Lawton Valley WTP	M. Charron	Milton-CAT	2.0	12

Table 1, Continued. Recently Conducted Operator Training Classes, Water Treatment Plant Design Build Project, Newport, Rhode Island

Date Class Conducted	Name of Class	Class Location	Instructor Name	Instructor Affiliation	Length of Class, hours	Documentation Provided in Attachment
7/31/14	Advanced Water Treatment System	Station No. 1 WTP	J. Cothren S. Schwartzmiller	Calgon Carbon Corporation	2.0	13
8/5/14	Hydrochloric Acid Scrubber System	Lawton Valley WTP	M. Sparks	Purafil / F.R. Mahoney	0.5	14 ⁽²⁾
8/7/14	Dissolved Air Flotation Filters	Lawton Valley WTP	L. Seals	Xylem	2.5	15 ⁽¹⁾
8/19/14	Filtration Air Blowers Submersible Pumps Double Suction Centrifugal Pumps	Lawton Valley WTP	D. Lynch	AquaSolutions	1.0	16
9/2/14	Motor Operated Valves Chemical Transfer Pumps	Lawton Valley WTP	C. Rossiter	Bartlett & Brillon	1.0	17
9/3/14	SCADA System	Lawton Valley WTP	J. Falk	Aaron Associates	2.0	18
9/4/14	Fluoride Chemical System	Lawton Valley WTP	T. Wroblecky	Acrison	1.0	19
9/11/14	Advanced Water Treatment System	Lawton Valley WTP	J. Cothren S. Schwartzmiller	Calgon Carbon Corporation	2.0	20
10/29/14	HVAC Controls	Lawton Valley WTP	E. Ianni	ENE Systems / D.D.S. Industries	2.0	21



New England
Water Works Association
 a Section of the American Water Works Association

CROSS-CONNECTION CONTROL SURVEYOR TRAINING

JANUARY 19-21, 2016

MAY 10-12, 2016

8:30 AM - 4:30 PM

**NEWWA Training Center
 Holliston, MA**

**1.7 CEUs
 Equivalent to 17
 Training Contact Hours (TCHs)**

Location/Directions

The Cross Connection Control Surveyor Training will be held at:

The NEWWA Training Center
 125 Hopping Brook Road
 Holliston, MA 01746-1471

If you have been heading south on Route 495, take Exit 20 off Route 495. Turn right at the end of the exit. Take a left at the first light, then another left at the next light, onto Rt. 16 East. If you have been heading north on Route 495, take Exit 19 off Route 495. Take a right at the end of exit ramp onto Rt. 109 East. Take a right at the Medway Lotus chinese restaurant onto Clarke St. Follow to the stop sign (about 1.7 miles). Take a right onto Rt. 16 East. Look for Hopping Brook Park on the right. NEWWA is the 1st building on the right. Parking in via the second driveway.

Directions will be sent with confirmation 2 weeks prior to start of course.



NEWWA has been authorized as an Accredited Provider by the International Association for Continuing Education and Training (IACET). In obtaining this accreditation, NEWWA has demonstrated that it complies with the ANSI/IACET Standard which is recognized internationally as a standard of good practice. As a result of their Accredited Provider status, NEWWA is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standard.

REGISTRATION FORM: CROSS-CONNECTION CONTROL SUPERVYOR TRAINING - 2016

Name _____ Phone (____) _____ FAX: (____) _____
(As you want your name on CEU Certificate)

Business _____ Cell Phone No.: _____

Business Address _____ E-mail: _____

City, State, Zip _____ NEWWA MEMBER # _____

Check encl.(payable to NEWWA) _____ Check No: _____ P.O. encl. P.O. # _____

Credit Card: []VISA []MC []AMEX []AMEX# []DISCOVER _____ Exp. _____ Signature _____

Please Check which session you will attend: _____ January 19-21, 2016 _____ May 10-12, 2016

How Many Will Attend: _____ @\$520 _____ member _____ @\$570 Full Price

[] check here if you have a disability and require accommodations to fully participate. You will be contacted by NEWWA.
 [] I am considering membership in NEWWA. Please send information to _____ *NOTE: No confirmation of registration will be sent.
 Additional Registration: Reproduce this form or call: NEWWA at (508)-893-7979 or FAX: 508-893-9898. WEB SITE: www.newwa.org

Course Description

This course has been specifically designed and developed to provide training in the professional skills required to become a NEWWA Certified Cross Connection Control Surveyor. The three day, format covers the responsibilities of those who are impacted by cross connections.

Individuals will move through a detailed curriculum which includes multi-media (slides, videotape, prints and drawings) classroom instruction and a field survey component.

The final day of the course will conclude a field trip and a written examination.

Learning Objectives

Learning Outcomes, How Learning Outcomes Will Be Assessed, Assessment Feedback, Prerequisites, Technology Requirements

This information can be viewed by visiting www.newwa.org. Please contact Jeanne Gilpin, NEWWA Registrar, if you require additional information or assistance at (508) 893-7979 ext. 223 or jgilpin@newwa.org

Training Schedule

Day 1: 8:30 AM - 4:30 PM

Day 2: 8:30 AM - 4:30 PM

Day 3: 8:30 AM - 4:30 PM

Specialized Material

Each participant will receive a copy of the AWWA Manual (M14), Recommended Practice for Backflow Prevention, pertinent plumbing code information by state, sample survey sheets and other handouts such as segments of as-built drawings and plans.

Special Information

Connecticut and Massachusetts are presently the only two New England States that require a separate state license for Cross Connection Control Surveyor.

Training Objectives

- Cross-Connections Survey Terminology
- Where To Look for Cross-Connection
- How to assess the Degree of Hazards
- How to set up a cross-connection control action plan
- How to review drawings and plans
- How to conduct a cross-connection survey
- The roles of the Public Water System, Plumbing Inspectors, Plumbers, States, Local Government, and others to control Cross-Connections
- The pros and cons of the types of protection programs
- How to utilize the Six methods of protecting a cross-connection
- Review of the basic hydraulics of Backflow
- Review of Backflow Prevention Devices
- Review of how Backflow Prevention Device are used
- Basic installations of Backflow Prevention Devices
- How to complete the common survey report survey forms

REGISTRATION

There are three ways to register, Internet, Fax or by Mail. The total fee is \$520/\$570 and covers: CEUs, attendance, workbook, and hand-outs.

Lunch is provided.

If you need to cancel, you must contact NEWWA in writing at least three business days prior to the start of the course, or be charged a \$30 late cancellation fee. If you do not attend the course, and do not contact NEWWA in writing, you will be charged a "No Show" fee equal to the original course registration fee. The No Show fee is non-refundable and non-transferable. Written refunds/credits request will be considered for special circumstances provided that the request is received by NEWWA within two weeks of the start of the training. Registrations received within two day of the start of the training will be assessed a \$20 late application fee. For further information call NEWWA office at the number below.

Registration may be made online at www.newwa.org.

To register using the form, fill out the form, detach and mail it with a check or purchase order to:

NEWWA
125 Hopping Brook Road
Holliston, MA 01746-1471

Or Fax the form to
FAX 508-893-9898

NEWWA reserves the right to cancel or change the location of a course. In the event of a cancellation or re-location, the applicant will be notified by phone and have the option of obtaining a full refund or applying payment to the next available course.

New England Water Works Association

A Section of the American Water Works Association

DATES/LOCATIONS

JANUARY 12-15, 2016
CAPE MAY COURT HOUSE, NJ

~ ~

JANUARY 26-29, 2016
DANBURY, CT

~ ~

FEBRUARY 2-5, 2016
MANCHESTER, NH

~ ~

FEBRUARY 9-12, 2016
HOLLISTON, MA

~ ~

FEBRUARY 16-19, 2016
PHILADELPHIA, PA

~ ~

MARCH 8-11, 2016
HARTFORD, CT

~ ~

APRIL 5-8, 2016
BOSTON, MA

~ ~

APRIL 5-8, 2016
YORK, PA

~ ~

APRIL 12-15, 2016
SYRACUSE, NY

~ ~

APRIL 19-22, 2016
CLIFTON, NJ

~ ~

APRIL 26-29, 2016
NORTH KINGSTOWN, RI

~ ~

MAY 3-6, 2016
TOPSHAM, ME

~ ~

MAY 17-20, 2016
BAYVILLE, NJ

~ ~

JUNE 7-10, 2016
ALLENTOWN, PA

~ ~

JUNE 14-17, 2016
HARTFORD, CT

~ ~

JUNE 14-17, 2016
BOONTON, NJ

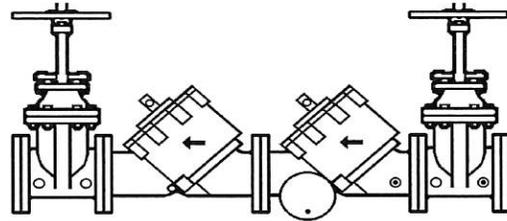
~ ~

JUNE 21-24, 2016
LATHAM, NY

Backflow Prevention Device Inspector/Tester Training

JANUARY - JUNE

2016



2.0 CEUs

Equivalent to 20 Training Contact Hours (TCHs)

Reserve Your Space Now!

Visit www.newwa.org
for a complete listing of all seminars

Presented by:



New England

Water Works Association

a Section of the American Water Works Association

Backflow Prevention Device Inspector/Tester Training

COURSE DESCRIPTION

The course is presented from a practical viewpoint with a blend of classroom and hands-on training. The concepts of a cross-connection and the health hazards related to them will be discussed, as will the types of backflow, the causes of backflow, how to protect a cross-connection and how to test four types of backflow prevention devices. The philosophies of containment and in-plant protection for controlling cross-connection will be discussed as will the installation of devices and the aspects of choosing the appropriate device. A detailed explanation of the working of backflow prevention device is presented as is how to troubleshoot them.

The course material will include a discussion of EPA, states, public water systems, and consumers' role in controlling cross-connection. A review of the Safe Drinking Water Act, plumbing and fire protection codes will also be included in the training.

NEWWA certification is universally accepted; however, some states such as Massachusetts, Connecticut, and New York require their own certification, separate from the NEWWA Certification. This will be discussed during the training.

The objective of this training is to provide the student with the understanding of cross-connection control and the knowledge to test backflow prevention devices. After taking this training, the student will be able to identify backflow prevention devices, understand how they function and how to test a reduced pressure zone backflow prevention device, a double check valve assembly, a pressure vacuum breaker and spill-resistant pressure vacuum breaker. The student will be given the basic knowledge of the public health issues related to cross-connections, what causes backflow, the different types of testable and non-testable backflow prevention devices, where to use backflow prevention devices, how to troubleshoot them, the responsibilities of a tester, and how to become a certified tester with NEWWA and States. Examinations for NEWWA Backflow Prevention Device Inspectors (Tester) Certification will be given at the conclusion of the training.

BACKFLOW TRAINING SCHEDULE

DAY 1: 8:00 A.M. - 4:30 P.M.
DAY 2: 8:00 A.M. - 4:30 P.M.
DAY 3: 8:00 A.M. - 4:30 P.M.
DAY 4: 8:00 A.M. - 1:00 P.M.

TRAINING OBJECTIVES

Upon successful completion of the Course the student will be able to understand:

1. Cross-Connection Terminology
2. How Cross-Connections Impact Public Health
3. The Basic Hydraulics of Backflow
4. How Cross-Connections are Controlled
5. The roles of EPA, States, Local Government, Public Water Systems, and Others to Control Cross-Connections. Define cross connection and list common cross connections.
6. The Types of Cross-Connections
7. How Cross-Connections are Protected or Controlled
8. How To Identify Backflow Prevention Devices
9. How Backflow Prevention Devices are used
10. How Backflow Prevention Devices Function. Troubleshoot failed devices
11. How Backflow Prevention Devices are Tested
12. How to Troubleshoot Failed Devices
13. How to Properly Complete Common Report forms

BACKFLOW INSPECTORS CERTIFICATION WRITTEN AND PRACTIAL EXAMS ARE GIVEN ON THE FINAL DAY

If you would like to preview the cross-connection manual used in the training, you can do so by going to the EPA web site at http://water.epa.gov/infrastructure/drinkingwater/pws/crossconnectioncontrol/crossconnectioncontrol_manual.cfm



RECOMMENDED PRACTICE FOR BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL M14

You will find all the information you needed to eliminate the threat of backflow and cross-connection in your distribution system. This manual describes currently accepted practice for initiating and managing an effective cross-connection control program. This manual is designed as a professional guidance manual for those involved in detection and elimination of unprotected cross-connections, to establish uniform procedures and practices. Coverage includes backflow device selection and the latest techniques for inspection and maintenance.

BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL VIDEO

This video is specially developed to reinforce and demonstrate the information in AWWA Manual M14

LEARNING OBJECTIVES

Learning Outcomes, How Learning Outcomes Will Be Assessed, Assessment Feedback, Prerequisites, Technology Requirements

This information can be viewed by visiting www.newwa.org Please contact Jeanne Gilpin, NEWWA Registrar, if you require additional information or assistance at (508) 893-7979 ext. 223 or jgilpin@newwa.org

Backflow Prevention Device Inspector/Tester Training

Danbury, CT

Danbury Wastewater Treatment Facility
January 26-29, 2016

Hartford, CT

Metropolitan District Commission
March 8-11, 2016
June 14-17, 2016

Boston, MA

Boston Water & Sewer
April 5-8, 2016
November 1-4, 2016

Holliston, MA

NEWWA
February 9-12, 2016
July 19-22, 2016
September 27-30, 2016
December 6-9, 2016

Topsham, ME

Brunswick and Topsham Water District
May 3-6, 2016

Manchester, NH

Manchester Water Works
February 2-5, 2016

Clifton, NJ

Passaic Valley Water Commission
April 19-22, 2016

Bayville, NJ

Ocean County Utilities Authority
Central Water Pollution Control Facility
May 17-20, 2016

Cape May Court House, NJ

Cape May County Public Safety
Training Center
January 12-15, 2016

Boonton, NJ

Jersey City Water Treatment Facility
June 14-17, 2016

Latham, NY

Latham Water District
June 21-24, 2016

Syracuse, NY

Onondaga County Water Authority OCWA
April 12-15, 2016

Allentown, PA

Lehigh County Authority
June 7-10, 2016

Philadelphia, PA

University of Pennsylvania
February 16-19, 2016

York, PA

York Water Company
April 5-8, 2016

North Kingstown, RI

Quonset Development Corp.
April 26-29, 2016

NEW ENGLAND WATER WORKS ASSOCIATION

New England Water Works Association is a non-profit membership association for the advancement of knowledge related to water works and water supply activities.

Membership benefits include notices of all meetings, subscription to both Journals and all newsletters, discounts on training programs and publications. If you or your organization is interested in joining NEWWA please call us.

REGISTRATION

Three ways to register: Internet, Fax or Mail. Please see registration form for fees. Fees include 20 hours of classroom and hands-on training, a Certificate for 2.0 CEUs, workbook, handouts, examinations, and a "Certificate," upon meeting the requirements. Lunch is not provided.

If you need to cancel, you must contact NEWWA in writing at least two business days prior to start of the course to request a refund. A \$30 cancellation fee will be assessed. If you do not attend the course, and do not contact NEWWA in writing as specified above, you will be charged a "No-Show" fee which is equal to the original course registration fee. The "No-Show" fee is non-refundable and non-transferable. Written refunds/credit request will be considered for special circumstances provided that the request is received by NEWWA within two weeks of the start of this training. Registrations received within two days of the start of this training will be assessed a \$20 late application fee. For further information call NEWWA office at the number below

Registration may be made on line at www.newwa.org or by filling out this form and mailing or faxing it to the address below. Please indicate form of payment. Payment in full is required upon registration.

NEWWA
125 Hopping Brook Road
Holliston, MA 01746-1471
508-893-7979
FAX: 508-893-9898

NEWWA reserves the right to cancel or change the location of a course. In the event of a cancellation or relocation, you will be notified by phone and have the option of obtaining a full refund or applying payment to the next available course.

You will receive an enrollment confirmation approximately 2 WEEKS PRIOR TO THE DATE OF TRAINING along with detailed directions, which are also available at www.newwa.org.

Registration Form: 2016 Backflow Prevention Device Inspector/Tester Training

Part I – Please complete this entire section including phone numbers, fax, email, and NEWWA / AWWA member number if applicable. The address should be your billing address for these courses.

Part II – Please check the date/location of the training you will be attending. If you register within two days – add a \$20 late fee.

Part III - Please indicate the method of payment by checking the appropriate box and filling in the TOTAL FEE box. If you will be paying by credit card, you must include the card number and expiration date. Please keep a copy of this registration form for your records. One name per registration form. For additional registration forms reproduce this form or call NEWWA if you have any questions (508) 893-7979.

PART I - PARTICIPANT INFORMATION

Name	Business Phone:	
	Cell Phone:	
Company	Fax	
Billing Address		
City	State	Zip
Email	NEWWA Member # (if applicable)	

Part II: Please check the date/location of the training you will be attending.

Cape May, NJ	<input type="checkbox"/> January 12-15, 2016	\$790	Clifton, NJ	<input type="checkbox"/> April 19-22, 2016	\$790
Danbury, CT	<input type="checkbox"/> January 26-29, 2016	\$690	North Kingstown, RI	<input type="checkbox"/> April 26-29, 2016	\$690
Manchester, NH	<input type="checkbox"/> February 2-5, 2016	\$690	Topsham, ME	<input type="checkbox"/> May 3-6 2016	\$690
Holliston, MA	<input type="checkbox"/> February 9-12, 2016	\$690	Bayville, NJ	<input type="checkbox"/> May 17-20, 2016	\$790
Philadelphia, PA	<input type="checkbox"/> February 16-19, 2016	\$790	Allentown, PA	<input type="checkbox"/> June 7-10, 2016	\$790
Hartford, CT	<input type="checkbox"/> March 8-11, 2016	\$690	Hartford, CT	<input type="checkbox"/> June 14-17, 2016	\$790
Boston, MA	<input type="checkbox"/> April 5-8, 2016	\$690	Boonton, NJ	<input type="checkbox"/> June 14-17, 2016	\$690
York, PA	<input type="checkbox"/> April 5-8, 2016	\$790	Latham, NY	<input type="checkbox"/> June 21-24, 2016	\$790
Syracuse, NY	<input type="checkbox"/> April 12-15, 2016	\$790			

Course Fee: \$ _____
Late Fee \$20 \$ _____

PLEASE CONSIDER ORDERING ANY OF THESE RELATED RESOURCES

I would like to purchase the AWWA Backflow Prevention and Cross Connection Control Video \$195 _____
 I would like to purchase the AWWA Manual 14 "Recommended Practice for Backflow Prevention and Cross Connection Control" \$ 72 _____

Total Fee: \$ _____

PART III - METHOD OF PAYMENT

Payment in full is required upon registration			Amount enclosed
<input type="checkbox"/> Check (Payable to NEWWA) <input type="checkbox"/> P.O.# _____ <input type="checkbox"/> MasterCard/Visa <input type="checkbox"/> AMEX <input type="checkbox"/> Discover			\$ _____
Credit Card #	Expiration Date	Signature:	

Cancellation Policy: If you cannot attend this training, contact NEWWA in writing two business days prior to the start of this program to request a refund or credit minus a \$30 administrative fee. You will be charged 100% of the original course registration fee if you contact NEWWA within one business day. This charge is non-refundable and non-transferable. Written refund/credit request made for special circumstances will be considered if received within two weeks from the start date of this program. Credits issues are valid for six months from the date of this program.

MAIL OR FAX TO: NEWWA, 125 Hopping Brook Road, Holliston, MA 01746-1471
Phone: 508 - 893-7979 - Fax No: 508-893-9898

- Check here if you have a disability and require accommodations to fully participate. You will be contacted by NEWWA.
- I am considering membership in NEWWA/AWWA. Please send information.



New England

Water Works Association

a Section of the American Water Works Association

2016

Backflow Prevention Device Inspectors/Testers Recertification Review Training

2016

A One Day Seminar - 8:00 AM - 4:30 PM

0.6 CEUs

Equivalent to 6.0 Training Contact Hours (TCHs)

Cape May County Public
Safety Training Center
Cape May Court House, NJ
January 11, 2016

NEWWA Training Center
Holliston, MA
January 12, 2016
February 8, 2016

Danbury Wastewater
Treatment Facility
Danbury, CT
January 25, 2016

Manchester Water Works
Manchester, NH
February 1, 2016

University of Pennsylvania
Philadelphia, PA
February 15, 2016

Metropolitan District
Commission
Hartford, CT
March 7, 2016
June 13, 2016

Boston Water & Sewer
Commission
Boston, MA
April 4, 2016

York Water Company
York, PA
April 4, 2016

Onondaga County Water
Authority
Syracuse, NY
April 11, 2016

Passaic Valley Water
Commission
Clifton, NJ
April 18, 2016

Quonset Development Corp.
North Kingstown, RI
April 25, 2016

Brunswick & Topsham
Water District
Topsham, ME
May 2, 2016

Ocean County Utilities
Authority
Bayville, NJ
May 16, 2016

Lehigh County Authority
Allentown, PA
June 6, 2016

New Jersey Water Treatment
Facility
Boonton, NJ
June 13, 2016

Town of Colonie
Latham Water District
Latham, NY
June 20, 2016

COURSE DESCRIPTION

This one day training is specifically designed for individual who want to become re-certified as a NEWWA Certified Backflow Prevention Device Inspectors/Testers but for recertification purposes need .6 CEU's in addition to the 50 device tests or individuals who did not complete 50 device tests in a three year period and would like to prepare for the performance examination as specified at New England Water Works Association Rules Governing Certification for Backflow Prevention and Cross-Connection Control - Certificates and Renewals 5.7(a).

The training is also designed for individuals who want to renew an expired certification after the six month grace period and who wish to meet the expired recertification requirements by attending a seminar or workshop equal to .6 CEU's and sit for and pass the performance examination as specified at New England Water Works Association Rules Governing Certification for Backflow Prevention and Cross-Connection Control - Certificates and Renewals 5.8(a)1.

Individuals may take this training and prepare for the performance examination if they wish to hold a NEWWA Backflow Prevention Device Inspectors/Testers Certification and held a certificate or license issued by an organization having equivalent standards as specified at New England Water Works Association Rules Governing Certification for Backflow Prevention and Cross-Connection Control - Certificates and Renewals 5.8(a)2.

The course is presented from a practical viewpoint with a blend of "refresher" information and "hands-on" testing. Key issues will be covered to update the certified tester in the areas of cross-connection control and testing backflow prevention devices. A thorough "hands-on" review of testing procedures on various devices from different manufacturers will be integrated into the program.

A performance examination will be given at the end of the training for those individual who wish to take such an examination for recertification purposes. Individuals may take this training for CEU's without taking the performance examination. Individual will have an option to take the classroom training, subject to availability or take the hands-on performance training for CEU's. Individuals wishing to take the performance examination should take the hands-on performance training.

PLEASE NOTE: Individuals who wish to take the practical examination may be required to stay longer than the 4:30 PM class end time, please make the necessary arrangements.

It should be noted that although NEWWA certification is universally accepted in all six New England States, Massachusetts, Connecticut and New York require additional, separate applications.

The objective of this training is to provide the individual tester with an opportunity to practice their backflow prevention device test skills and to validate the testing procedure. The tester will gain confidence in testing backflow prevention device and feel confident as a tester. The individual will be exposed to how the devices work and the responsibilities associated with testing backflow prevention devices.

REVIEW COURSE TRAINING OBJECTIVES

1. Review of the operations of reduced pressure principle, double check valve, pressure vacuum breaker, and spill resistant vacuum breaker assemblies.
2. Review of the testing procedures for reduced pressure principle, double check valve, pressure vacuum breaker, and spill resistant vacuum breakers.
3. Troubleshooting failed devices.

CERTIFICATION AND RENEWAL REQUIREMENTS

5.7 The renewal requirements for certification are as follows:

(a) Backflow Prevention Device Inspector /Tester

1. Test 50 devices in a three year period and obtain .6 CEU's in the areas of backflow prevention device testing or cross-connection control as approved by the Board; or
2. Pass a performance examination; or,
3. Demonstrate competency to the board's satisfaction in the proper inspection/testing techniques of backflow prevention devices by passing a Board approved written performance based recertification examination.

5.8 The requirements for renewing an expired certification after the six months grace period are as follows:

(b) Backflow Prevention Device Inspector/Tester:

1. Attend seminars equal to .6 CEU's and pass the performance examination: or
2. Present evidence acceptable to the Board, of a certificate or license issued by an organization having equivalent standards as determined by the Board and pass the performance examination.

NEW ENGLAND WATER WORKS ASSOCIATION

The New England Water Works Association is a non-profit membership association for the advancement of knowledge related to water works and water supply activities founded in 1882. The association has a wide range of activities including an annual conference, monthly meetings, scholarships, training programs, awards and the NEWWA Journal. NEWWA affiliated with AWWA as a section in 1987, providing the opportunity to join and receive all benefits of both associations at a reduced rate.

Membership benefits include notices of all meetings, subscription to both Journals and all newsletters, discounts on training programs and publications. If you or your organization is interested in joining NEWWA please call us.

Learning Outcomes, How Learning Outcomes Will Be Assessed, Assessment Feedback,
Prerequisites, Technology Requirements

This information can be viewed by visiting www.newwa.org Please contact Jeanne Gilpin, NEWWA Registrar, if you require additional information or assistance at (508) 893-7979 ext. 223 or jgilpin@newwa.org

REGISTRATION INFORMATION

Three ways to register: Internet, fax, or US Mail. Fees include 6 hours of training and examination if applicable, a certification for .6 CEU's, material, handouts and certification upon meeting the requirements.

Lunch is not provided.

If you need to cancel, you must contact NEWWA in writing at least three business days prior to the start of the course, or be charged a \$30 late cancellation fee. If you do not attend the course, and do not contact NEWWA in writing, you will be charged a "No Show" fee equal to the original course registration fee. The No Show fee is non-refundable and non-transferable. Written refunds/credits request will be considered for special circumstances provided that the request is received by NEWWA within two weeks of the start of the training. Registrations received within two days of the start of the training will be assessed a \$20 late application fee. For further information call NEWWA office at the number below.

Registration may be made on line at www.newwa.org. Payment in full is required upon registration.

NEWWA
125 Hopping Brook Road
Holliston, MA 01746-1471
Or Fax the form to
FAX 508-893-9898

NEWWA reserves the right to cancel or change the location of a course. In the event of a cancellation or relocation, the applicant will be notified by phone and have the option of obtaining a full refund or applying payment to the next available course.

DIRECTIONS

Detailed directions will be mailed with registration confirmation APPROXIMATELY 2 WEEKS BEFORE THE COURSE and are available on the NEWWA web site at www.newwa.org

If you would like to preview the cross-connection manual used in the training, you can do so by going to the EPA web site at <http://www.epa.gov/safewater/crossconnection.html>



NEWWA has been authorized as an Accredited Provider by the International Association for Continuing Education and Training (IACET). In obtaining this accreditation, NEWWA has demonstrated that it complies with the ANSI/IACET Standard which is recognized internationally as a standard of good practice. As a result of their Accredited Provider status, NEWWA is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standard.

Registration Form 2016 Backflow Prevention Device Inspectors/Testers Recertification Review Training

Part I - Please complete this entire section including phone numbers, fax, email, and NEWWA / AWWA member number if applicable. The address should be your billing address for these courses.

Part II - Please check the date/location of the training you will be attending. If you register within two days - add a \$20 late fee.

Part III - Please indicate the method of payment by checking the appropriate box and filling in the TOTAL FEE box. If you will be paying by credit card, you must include the card number and expiration date. Please keep a copy of this registration form for your records. One name per registration form. For additional registration forms reproduce this form or call NEWWA if you have any questions (508) 893-7979.

PART I - PARTICIPANT INFORMATION

Name	Business Phone:	
	Cell Phone:	
Company	Fax	
Billing Address		
City	State	Zip
Email	NEWWA Member # (if applicable)	

Part II: Please check the date/location of the training you will be attending.

CAPE MAY, NJ			
<input type="checkbox"/> January 11, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
HOLLISTON, MA			
<input type="checkbox"/> January 12, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
<input type="checkbox"/> February 8, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
DANBURY, CT			
<input type="checkbox"/> January 25, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
MANCHESTER, NH			
<input type="checkbox"/> February 1, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
PHILADELPHIA, PA			
<input type="checkbox"/> February 15, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
HARTFORD, CT			
<input type="checkbox"/> March 7, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
<input type="checkbox"/> June 13, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
BOSTON, MA			
<input type="checkbox"/> April 4, 2014	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
YORK, PA			
<input type="checkbox"/> April 4, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
SYRACUSE, NY			
<input type="checkbox"/> April 11, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
CLIFTON, NJ			
<input type="checkbox"/> April 18, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
N. KINGSTOWN, RI			
<input type="checkbox"/> April 25, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
TOPSHAM, ME			
<input type="checkbox"/> May 2, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
BAYVILLE, NJ			
<input type="checkbox"/> May 16, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
ALLENTOWN, PA			
<input type="checkbox"/> June 6, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
BOONTON, NJ			
<input type="checkbox"/> June 13, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam
LATHAM, NY			
<input type="checkbox"/> June 20, 2016	___ \$100 Practical Exam Only	___ \$235 Training Only	___ \$335 Training w/Exam

Course Fee: \$ _____
 Late Fee \$20 \$ _____
 \$195 \$ _____
 \$ 72 \$ _____
 Total Fee: \$ _____

PLEASE CONSIDER ORDERING ANY OF THESE RELATED RESOURCES

I would like to purchase the AWWA Backflow Prevention and Cross Connection Control Video
 I would like to purchase the AWWA Manual 14 "Recommended Practice for Backflow
 Prevention and Cross Connection Control

PART III - METHOD OF PAYMENT

PAYMENT IN FULL IS REQUIRED UPON REGISTRATION		Amount enclosed
<input type="checkbox"/> Check (Payable to NEWWA) <input type="checkbox"/> P.O.# _____ <input type="checkbox"/> MasterCard/Visa <input type="checkbox"/> AMEX <input type="checkbox"/> Discover		\$ _____
Credit Card #	Expiration Date	Signature:

Cancellation Policy: If you cannot attend this training, contact NEWWA in writing two business days prior to the start of this program to request a refund or credit minus a \$30 administrative fee. You will be charged 100% of the original course registration fee if you contact NEWWA within one business day. This charge is non-refundable and non-transferable. Written refund/credit request made for special circumstances will be considered if received within two weeks from the start date of this program. Credits issues are valid for six months from the date of this program.

MAIL OR FAX TO: NEWWA, 125 Hopping Brook Road, Holliston, MA 01746-1471 - Phone: 508-893-7979 - Fax No: 508-893-9898

Check here if you have a disability and require accommodations to fully participate. You will be contacted by NEWWA.

I am considering membership in NEWWA/AWWA. Please send information.

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-20: Please identify the total amount of tuition reimbursement that Newport Water paid to employees for the past three fiscal years specifying between union and non-union.

Response: There were no tuition reimbursements paid during fiscal years 2015 and 2014. In fiscal year 2013 a total of \$345.32 was paid to a non-union employee.

Prepared by: William Yost

COMM. 1-21: Please update the Commission on the conversion to monthly billing.
Address any consumer complaints and cash flow issues.

Response: The first monthly bill was issued in August 2014 for water consumption between the June 2014 and July 2014 meter readings. We are currently in the second year of monthly billing and have no known issues due to the conversion to monthly billing. Monthly billing has allowed customers to budget payments and have an increased understanding of their water usage month to month.

Prepared by: Julia Forgue

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-22: Please provide the most recent property tax bills.

Response: Attached are copies of the 2015 Property Tax Bills from the Towns of Little Compton, Middletown, Portsmouth, and Tiverton.

Prepared by: Julia Forgue



Account #: 14-0390-00

Town of Tiverton

2015 Tax Assessed as of 12/31/2014

Remit Tax Payment with stub to:

Town of Tiverton
343 Highland Rd
Tiverton RI 02878

401-625-6706

State Aid:

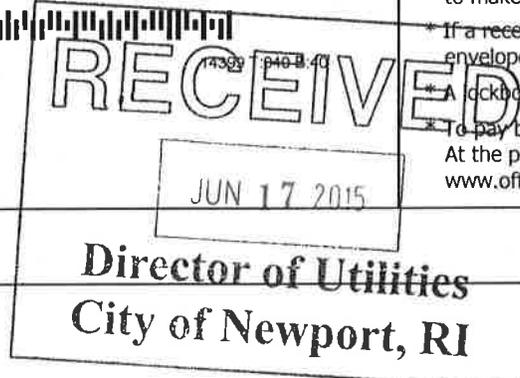
Total Aid is \$7,713,011 which reduces the FY16 Tax Rate by \$4.06.

Tax Rate:

Table with columns: Tax Rate, Real, Tangible. Rows: School (11.480, 11.480), Municipal (7.660, 7.660), Overall (19.140, 19.140)



NEWPORT CITY OF
DEPT OF WATER
70 HALSEY STREET
NEWPORT RI 02840-1332



- * Bills \$100 or less are due in full August 1, 2015
* Taxpayers will have to the 10th of each quarterly payment to make payment without interest
* If a receipt is desired, enclose a self-addressed stamped envelope or enter your email on the payment stub
* A lockbox is available outside Town Hall for payments
* To pay by credit card call: 1-800-2PAYTAX
At the prompt, enter Jurisdiction Code: 4904
www.officialpayments.com Additional fee will apply.

Table with columns: Description, Valuation, Annual Tax. Row: 808-102 at 145 POND BRIDGE ROAD, \$1,660,800, \$31,787.71. Total Current Tax Bill \$31,787.71

PRIOR YEAR INFORMATION table with columns: Description, Original Bill, Adjustments, Payments, Balance Due, Interest, Amount Due. Note: This account has no past due bills.

Payments not received on the due dates shall be assessed interest at the rate of twelve percent (12%) per annum from July 1st to the date of payment on the unpaid delinquent quarter.

Check your balance on-line at : www.RIEgov.com Your Account number is : 14-0390-00 PIN # : GRW-FWN

TIVERTON RI 2015 3rd Quarter. NEWPORT CITY OF. Due Date: 01/01/2016. Account Number: 14-0390-00. 3rd Payment: \$7,946.92

TIVERTON RI 2015 4th Quarter. NEWPORT CITY OF. Due Date: 04/01/2016. Account Number: 14-0390-00. 4th Payment: \$7,946.92

TIVERTON RI 2015 1st Quarter. NEWPORT CITY OF. Due Date: 07/01/2015. Account Number: 14-0390-00. Annual Tax: \$31,787.71. 1st Payment: \$7,946.95. Past Due Amount: \$0.00. Total tax of \$100.00 or less is due in full 1st quarter.

TIVERTON RI 2015 2nd Quarter. NEWPORT CITY OF. Due Date: 10/01/2015. Account Number: 14-0390-00. 2nd Payment: \$7,946.92

Email: _____

Email: _____



Account #: 27-4600-00

Town of Tiverton

2015 Tax Assessed as of 12/31/2014

Remit Tax Payment with stub to:
Town of Tiverton
343 Highland Rd
Tiverton RI 02878
401-625-6706

State Aid:
Total Aid is \$7,713,011 which reduces the FY16 Tax Rate by \$4.06.

Tax Rate:	Real	Tangible
School	11.480	11.480
Municipal	7.660	7.660
Overall	19.140	19.140

- * Bills \$100 or less are due in full August 1, 2015
- * Taxpayers will have to the 10th of each quarterly payment to make payment without interest
- * If a receipt is desired, enclose a self-addressed stamped envelope or enter your email on the payment stub
- * A lockbox is available outside Town Hall for payments
- * To pay by credit card call: 1-800-2PAYTAX
At the prompt, enter Jurisdiction Code: 4904
www.officialpayments.com Additional fee will apply.

NEWPORT WATER DEPT
CITY OF NEWPORT
70 HALSEY STREET
NEWPORT RI 02840-1332

RECEIVED

JUN 17 2015

Director of Utilities
City of Newport, RI

Page 1 of 1	Valuation	Annual Tax
NEWPORT WATER DEPT - UTILITY PROPERTY (R)	\$271,500	\$5,196.51

Total Current Tax Bill \$5,196.51

DESCRIPTION	Original Bill	- Adjustments	- Payments	= Balance Due	+ Interest	= Amount Due
This account has no past due bills.						

Payments not received on the due dates shall be assessed interest at the rate of twelve percent (12%) per annum from July 1st to the date of payment on the unpaid delinquent quarter.

Check your balance on-line at : www.RIeGov.com Your Account number is : 27-4600-00 PIN # : WNV-LLJ

TIVERTON RI 2015
NEWPORT WATER DEPT
Due Date: 01/01/2016
Account Number: 27-4600-00

3rd Quarter



3rd Payment: \$1,299.12

Email: _____

TIVERTON RI 2015
NEWPORT WATER DEPT
Due Date: 04/01/2016
Account Number: 27-4600-00

4th Quarter



4th Payment: \$1,299.12

Email: _____

TIVERTON RI 2015
NEWPORT WATER DEPT
Due Date: 07/01/2015
Account Number: 27-4600-00

1st Quarter



Annual Tax:	\$5,196.51
1st Payment:	\$1,299.15
Past Due Amount:	\$0.00

Total tax of \$100.00 or less is due in full 1st quarter.

Email: _____

TIVERTON RI 2015
NEWPORT WATER DEPT
Due Date: 10/01/2015
Account Number: 27-4600-00

2nd Quarter



2nd Payment: \$1,299.12

Email: _____



Account #: 14-0390-01

Town of Tiverton

2015 Tax Assessed as of 12/31/2014

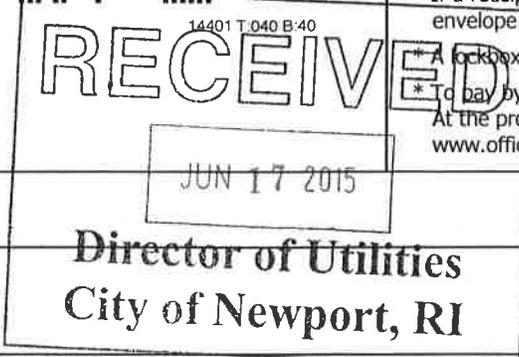
Remit Tax Payment with stub to: Town of Tiverton, 343 Highland Rd, Tiverton RI 02878, 401-625-6706

State Aid: Total Aid is \$7,713,011 which reduces the FY16 Tax Rate by \$4.06.

Table with Tax Rate, Real, and Tangible columns. Values: School (11.480, 11.480), Municipal (7.660, 7.660), Overall (19.140, 19.140)



NEWPORT CITY OF, DEPT OF WATER, 70 HALSEY STREET, NEWPORT RI 02840-1332



- * Bills \$100 or less are due in full August 1, 2015
* Taxpayers will have to the 10th of each quarterly payment to make payment without interest
* If a receipt is desired, enclose a self-addressed stamped envelope or enter your email on the payment stub
* A lockbox is available outside Town Hall for payments
* To pay by credit card call: 1-800-2PAYTAX
At the prompt, enter Jurisdiction Code: 4904
www.officialpayments.com Additional fee will apply.

Table with columns: Description, Valuation, Annual Tax. Row 1: 914-107 at 0 CRANDALL ROAD, \$285,000, \$5,454.90

Total Current Tax Bill \$5,454.90

PRIOR YEAR INFORMATION table with columns: Description, Original Bill, Adjustments, Payments, Balance Due, Interest, Amount Due. Note: This account has no past due bills.

Payments not received on the due dates shall be assessed interest at the rate of twelve percent (12%) per annum from July 1st to the date of payment on the unpaid delinquent quarter.

Check your balance on-line at : www.RIEgov.com Your Account number is : 14-0390-01 PIN # : ZSB-SCZ

TIVERTON RI 2015 3rd Quarter. NEWPORT CITY OF, Due Date: 01/01/2016, Account Number: 14-0390-01. 3rd Payment: \$1,363.72

TIVERTON RI 2015 4th Quarter. NEWPORT CITY OF, Due Date: 04/01/2016, Account Number: 14-0390-01. 4th Payment: \$1,363.72

TIVERTON RI 2015 1st Quarter. NEWPORT CITY OF, Due Date: 07/01/2015, Account Number: 14-0390-01. Annual Tax: \$5,454.90, 1st Payment: \$1,363.74, Past Due Amount: \$0.00. Total tax of \$100.00 or less is due in full 1st quarter.

TIVERTON RI 2015 2nd Quarter. NEWPORT CITY OF, Due Date: 10/01/2015, Account Number: 14-0390-01. 2nd Payment: \$1,363.72

Account Number 03-2934-41

2015 PORTSMOUTH TAX BILL

Assessed 12/31/2014

Remit Tax Payment with Stub to:
TOWN OF PORTSMOUTH
C/O TAX COLLECTOR
2200 EAST MAIN RD
PORTSMOUTH, RI 02871-1268

State Aid:
STATE AID OF \$4,815,937 HAS
REDUCED THIS YEAR'S TAX RATE BY
\$ 1.15

Table with columns: Tax Rate, Real, Motor, Tangible, Inventory. Rows: School, Municipal, Overall.

Page 1 of 1

TAX SAVING INFO ON BACK

TAXES UNPAID ACCRUE 12% INTEREST FROM
9-1-15 OR LAST PYMT. PYMTS POSTMARKED OR
DELIVERED TO TAX OFFICE WITHIN 7 BUSINESS
DAYS OF DUE DATE ACCRUE NO INTEREST IF
CURRENT.

CITY OF NEWPORT
C/O JULIA FORGUE
70 HALSEY STREET
NEWPORT RI 02840-1332



Balance and pay on-line at : www.RIeGov.com
Your Account number is : 03-2934-41
PIN # to access your account: CSG-LWV

Table with columns: Description, Value, Tax. Row: - 90/2055 ** (R) with Value \$457,718 and Tax \$7,231.94. Total Tax Bill \$7,231.94.

PAST DUE TAX BILLS table with columns: Description, Original Bill, Adjustments, Payments, Balance Due, Interest, Amount Due. Note: This account has no past due bills.

2015 PORTSMOUTH TAX 3rd QUARTERLY PAYMENT 2015
MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-41 CITY OF NEWPORT
Payment Due Date: 03/01/2016
3rd Quarterly Payment: \$1,807.98
Email Address:
Contact #

2015 PORTSMOUTH TAX 4th QUARTERLY PAYMENT 2015
MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-41 CITY OF NEWPORT
Payment Due Date: 06/01/2016
4th Quarterly Payment: \$1,807.98
Email Address:
Contact #

2015 PORTSMOUTH TAX 1st QUARTERLY PAYMENT 2015
MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-41 CITY OF NEWPORT
Payment Due Date: 09/01/2015
1st Quarterly Payment: \$1,808.00
Annual Tax: \$7,231.94
Email Address:
Contact #

2015 PORTSMOUTH TAX 2nd QUARTERLY PAYMENT 2015
MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-41 CITY OF NEWPORT
Payment Due Date: 12/01/2015
2nd Quarterly Payment: \$1,807.98
Email Address:
Contact #

Account Number 03-2934-40

2015 PORTSMOUTH TAX BILL

Assessed 12/31/2014

Remit Tax Payment with Stub to:
TOWN OF PORTSMOUTH
C/O TAX COLLECTOR
2200 EAST MAIN RD
PORTSMOUTH, RI 02871-1268

State Aid:
STATE AID OF \$4,815,937 HAS
REDUCED THIS YEAR'S TAX RATE BY
\$ 1.15

Table with columns: Tax Rate, Real, Motor, Tangible, Inventory. Rows: School, Municipal, Overall.

Page 1 of 1

TAX SAVING INFO ON BACK

TAXES UNPAID ACCRUE 12% INTEREST FROM
9-1-15 OR LAST PYMT. PYMTS POSTMARKED OR
DELIVERED TO TAX OFFICE WITHIN 7 BUSINESS
DAYS OF DUE DATE ACCRUE NO INTEREST IF
CURRENT.

CITY OF NEWPORT
C/O JULIA FORGUE
70 HALSEY STREET
NEWPORT RI 02840-1332



Balance and pay on-line at : www.RIEgov.com

Your Account number is : 03-2934-40

PIN # to access your account: LBY-RWH

Table with columns: Description, Value, Tax. Row: 63-13A at 75 GOULARTE LN, \$652,300, \$10,306.34

Total Tax Bill \$10,306.34

PAST DUE TAX BILLS

Description Original Bill - Adjustments - Payments = Balance Due + Interest = Amount Due

This account has no past due bills.

2015 PORTSMOUTH TAX 3rd QUARTERLY PAYMENT 2015 2015 PORTSMOUTH TAX 4th QUARTERLY PAYMENT 2015

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-40 CITY OF NEWPORT
Payment Due Date: 03/01/2016
3rd Quarterly Payment: \$2,576.58
Email Address:
Contact #

3

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-40 CITY OF NEWPORT
Payment Due Date: 06/01/2016
4th Quarterly Payment: \$2,576.58
Email Address:
Contact #

4

2015 PORTSMOUTH TAX 1st QUARTERLY PAYMENT 2015 2015 PORTSMOUTH TAX 2nd QUARTERLY PAYMENT 2015

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-40 CITY OF NEWPORT
Payment Due Date: 09/01/2015
1st Quarterly Payment: \$2,576.60
Annual Tax: \$10,306.34
Email Address:
Contact #

1

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-40 CITY OF NEWPORT
Payment Due Date: 12/01/2015
2nd Quarterly Payment: \$2,576.58
Email Address:
Contact #

2

Remit Tax Payment with Stub to: TOWN OF PORTSMOUTH C/O TAX COLLECTOR 2200 EAST MAIN RD PORTSMOUTH, RI 02871-1268	State Aid:	Tax Rate:	Real	Motor	Tangible	Inventory
	STATE AID OF \$4,815,937 HAS REDUCED THIS YEAR'S TAX RATE BY \$ 1.15	School	10.048	14.309	10.048	0.000
		Municipal	5.752	8.191	5.752	0.000
		Overall	15.800	22.500	15.800	0.000

TAX SAVING INFO ON BACK

TAXES UNPAID ACCRUE 12% INTEREST FROM 9-1-15 OR LAST PYMT. PYMTS POSTMARKED OR DELIVERED TO TAX OFFICE WITHIN 7 BUSINESS DAYS OF DUE DATE ACCRUE NO INTEREST IF CURRENT.

CITY OF NEWPORT
C/O JULIA FORGUE
70 HALSEY STREET
NEWPORT RI 02840-1332



Balance and pay on-line at : www.RIeGov.com
Your Account number is : **03-2934-39**
PIN # to access your account: **CZZ-KDR**

Description	Value	Tax
60-3A at 0 JEPSON LN	\$63,200	\$998.56

Total Tax Bill \$998.56

PAST DUE TAX BILLS						
Description	Original Bill	-	Adjustments	-	Payments	= Balance Due + Interest = Amount Due
This account has no past due bills.						

2015 PORTSMOUTH TAX	3rd QUARTERLY PAYMENT	2015	2015 PORTSMOUTH TAX	4th QUARTERLY PAYMENT	2015
MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 03-2934-39 CITY OF NEWPORT Payment Due Date: 03/01/2016 3rd Quarterly Payment: \$249.64 Email Address: _____ Contact # _____			3		
MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 03-2934-39 CITY OF NEWPORT Payment Due Date: 06/01/2016 4th Quarterly Payment: \$249.64 Email Address: _____ Contact # _____			4		

2015 PORTSMOUTH TAX	1st QUARTERLY PAYMENT	2015	2015 PORTSMOUTH TAX	2nd QUARTERLY PAYMENT	2015
MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 03-2934-39 CITY OF NEWPORT Payment Due Date: 09/01/2015 1st Quarterly Payment: \$249.64 Annual Tax: \$998.56 Email Address: _____ Contact # _____			1		
MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 03-2934-39 CITY OF NEWPORT Payment Due Date: 12/01/2015 2nd Quarterly Payment: \$249.64 Email Address: _____ Contact # _____			2		

Account Number 03-2934-38

2015 PORTSMOUTH TAX BILL

Assessed 12/31/2014

Remit Tax Payment with Stub to:
TOWN OF PORTSMOUTH
C/O TAX COLLECTOR
2200 EAST MAIN RD
PORTSMOUTH, RI 02871-1268

State Aid:
STATE AID OF \$4,815,937 HAS
REDUCED THIS YEAR'S TAX RATE BY
\$ 1.15

Tax Rate:	Real	Motor	Tangible	Inventory
School	10.048	14.309	10.048	0.000
Municipal	5.752	8.191	5.752	0.000
Overall	15.800	22.500	15.800	0.000

Page 1 of 1

TAX SAVING INFO ON BACK

TAXES UNPAID ACCRUE 12% INTEREST FROM 9-1-15 OR LAST PYMT. PYMTS POSTMARKED OR DELIVERED TO TAX OFFICE WITHIN 7 BUSINESS DAYS OF DUE DATE ACCRUE NO INTEREST IF CURRENT.

CITY OF NEWPORT
C/O JULIA FORGUE
70 HALSEY STREET
NEWPORT RI 02840-1332



Balance and pay on-line at : www.RiGov.com

Your Account number is : **03-2934-38**

PIN # to access your account: **WXR-BQY**

Description	Value	Tax
60-27 at 0 UNION ST	\$687,500	\$10,862.50
Total Tax Bill		\$10,862.50

PAST DUE TAX BILLS

Description	Original Bill	-	Adjustments	-	Payments	=	Balance Due	+	Interest	=	Amount Due
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This account has no past due bills.

2015 PORTSMOUTH TAX	3rd QUARTERLY PAYMENT	2015	2015 PORTSMOUTH TAX	4th QUARTERLY PAYMENT	2015
---------------------	-----------------------	------	---------------------	-----------------------	------

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH

3

03-2934-38

CITY OF NEWPORT

Payment Due Date: 03/01/2016

3rd Quarterly Payment: **\$2,715.62**

Email Address: _____

Contact # _____

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH

4

03-2934-38

CITY OF NEWPORT

Payment Due Date: 06/01/2016

4th Quarterly Payment: **\$2,715.62**

Email Address: _____

Contact # _____

2015 PORTSMOUTH TAX	1st QUARTERLY PAYMENT	2015	2015 PORTSMOUTH TAX	2nd QUARTERLY PAYMENT	2015
---------------------	-----------------------	------	---------------------	-----------------------	------

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH

1

03-2934-38

CITY OF NEWPORT

Payment Due Date: 09/01/2015

1st Quarterly Payment: **\$2,715.64**

Annual Tax: \$10,862.50

Email Address: _____

Contact # _____

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH

2

03-2934-38

CITY OF NEWPORT

Payment Due Date: 12/01/2015

2nd Quarterly Payment: **\$2,715.62**

Email Address: _____

Contact # _____

Remit Tax Payment with Stub to:
 TOWN OF PORTSMOUTH
 C/O TAX COLLECTOR
 2200 EAST MAIN RD
 PORTSMOUTH, RI 02871-1268

State Aid:
 STATE AID OF \$4,815,937 HAS
 REDUCED THIS YEAR'S TAX RATE BY
 \$ 1.15

Tax Rate:	Real	Motor	Tangible	Inventory
School	10.048	14.309	10.048	0.000
Municipal	5.752	8.191	5.752	0.000
Overall	15.800	22.500	15.800	0.000

TAX SAVING INFO ON BACK

TAXES UNPAID ACCRUE 12% INTEREST FROM 9-1-15 OR LAST PYMT. PYMTS POSTMARKED OR DELIVERED TO TAX OFFICE WITHIN 7 BUSINESS DAYS OF DUE DATE ACCRUE NO INTEREST IF CURRENT.

CITY OF NEWPORT
 C/O JULIA FORGUE
 70 HALSEY STREET
 NEWPORT RI 02840-1332



Balance and pay on-line at : www.RIeGov.com

Your Account number is : **03-2934-37**

PIN # to access your account: **JJB-FJP**

Description	Value	Tax
56-17 at 0 UNION ST	\$34,600	\$546.68
Total Tax Bill		\$546.68

PAST DUE TAX BILLS

Description	Original Bill	Adjustments	Payments	Balance Due	Interest	Amount Due
This account has no past due bills.						

<p>2015 PORTSMOUTH TAX 3rd QUARTERLY PAYMENT 2015</p> <p>MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 3</p> <p>03-2934-37 CITY OF NEWPORT</p> <p>Payment Due Date: 03/01/2016</p> <p>3rd Quarterly Payment: \$136.67</p> <p>Email Address: _____</p> <p>Contact # _____</p>	<p>2015 PORTSMOUTH TAX 4th QUARTERLY PAYMENT 2015</p> <p>MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 4</p> <p>03-2934-37 CITY OF NEWPORT</p> <p>Payment Due Date: 06/01/2016</p> <p>4th Quarterly Payment: \$136.67</p> <p>Email Address: _____</p> <p>Contact # _____</p>
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<p>2015 PORTSMOUTH TAX 1st QUARTERLY PAYMENT 2015</p> <p>MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 1</p> <p>03-2934-37 CITY OF NEWPORT</p> <p>Payment Due Date: 09/01/2015</p> <p>1st Quarterly Payment: \$136.67</p> <p>Annual Tax: \$546.68</p> <p>Email Address: _____</p> <p>Contact # _____</p>	<p>2015 PORTSMOUTH TAX 2nd QUARTERLY PAYMENT 2015</p> <p>MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 2</p> <p>03-2934-37 CITY OF NEWPORT</p> <p>Payment Due Date: 12/01/2015</p> <p>2nd Quarterly Payment: \$136.67</p> <p>Email Address: _____</p> <p>Contact # _____</p>
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Account Number 03-2934-36

2015 PORTSMOUTH TAX BILL

Assessed 12/31/2014

Remit Tax Payment with Stub to:
TOWN OF PORTSMOUTH
C/O TAX COLLECTOR
2200 EAST MAIN RD
PORTSMOUTH, RI 02871-1268

State Aid:
STATE AID OF \$4,815,937 HAS
REDUCED THIS YEAR'S TAX RATE BY
\$ 1.15

Tax Rate:	Real	Motor	Tangible	Inventory
School	10.048	14.309	10.048	0.000
Municipal	5.752	8.191	5.752	0.000
Overall	15.800	22.500	15.800	0.000

Page 1 of 1

TAX SAVING INFO ON BACK

TAXES UNPAID ACCRUE 12% INTEREST FROM 9-1-15 OR LAST PYMT. PYMTS POSTMARKED OR DELIVERED TO TAX OFFICE WITHIN 7 BUSINESS DAYS OF DUE DATE ACCRUE NO INTEREST IF CURRENT.

CITY OF NEWPORT
C/O JULIA FORGUE
70 HALSEY STREET
NEWPORT RI 02840-1332



Balance and pay on-line at : www.RIeGov.com
Your Account number is : **03-2934-36**
PIN # to access your account: **VBK-FQT**

Description	Value	Tax
56-5 at 2154 WEST MAIN RD	\$26,057,565	\$411,709.53
Total Tax Bill		\$411,709.53

PAST DUE TAX BILLS						
Description	Original Bill	-	Adjustments	-	Payments	= Balance Due + Interest = Amount Due
This account has no past due bills.						

2015 PORTSMOUTH TAX 3rd QUARTERLY PAYMENT 2015 3 MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 03-2934-36 CITY OF NEWPORT Payment Due Date: 03/01/2016 3rd Quarterly Payment: \$102,927.38 Email Address: _____ Contact # _____	2015 PORTSMOUTH TAX 4th QUARTERLY PAYMENT 2015 4 MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 03-2934-36 CITY OF NEWPORT Payment Due Date: 06/01/2016 4th Quarterly Payment: \$102,927.38 Email Address: _____ Contact # _____
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2015 PORTSMOUTH TAX 1st QUARTERLY PAYMENT 2015 1 MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 03-2934-36 CITY OF NEWPORT Payment Due Date: 09/01/2015 1st Quarterly Payment: \$102,927.39 Annual Tax: \$411,709.53 Email Address: _____ Contact # _____	2015 PORTSMOUTH TAX 2nd QUARTERLY PAYMENT 2015 2 MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH 03-2934-36 CITY OF NEWPORT Payment Due Date: 12/01/2015 2nd Quarterly Payment: \$102,927.38 Email Address: _____ Contact # _____
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Account Number 03-2934-35

2015 PORTSMOUTH TAX BILL

Assessed 12/31/2014

Remit Tax Payment with Stub to:
TOWN OF PORTSMOUTH
C/O TAX COLLECTOR
2200 EAST MAIN RD
PORTSMOUTH, RI 02871-1268

State Aid:
STATE AID OF \$4,815,937 HAS
REDUCED THIS YEAR'S TAX RATE BY
\$ 1.15

Tax Rate:	Real	Motor	Tangible	Inventory
School	10.048	14.309	10.048	0.000
Municipal	5.752	8.191	5.752	0.000
Overall	15.800	22.500	15.800	0.000

Page 1 of 1

TAX SAVING INFO ON BACK

TAXES UNPAID ACCRUE 12% INTEREST FROM 9-1-15 OR LAST PYMT. PYMTS POSTMARKED OR DELIVERED TO TAX OFFICE WITHIN 7 BUSINESS DAYS OF DUE DATE ACCRUE NO INTEREST IF CURRENT.

CITY OF NEWPORT
C/O JULIA FORGUE
70 HALSEY STREET
NEWPORT RI 02840-1332



Balance and pay on-line at : www.RIEgov.com

Your Account number is : 03-2934-35

PIN # to access your account: XKB-RSZ

Description	Value	Tax
56-4 at 0 WEST MAIN RD	\$32,000	\$505.60

Total Tax Bill \$505.60

PAST DUE TAX BILLS

Description	Original Bill	-	Adjustments	-	Payments	=	Balance Due	+	Interest	=	Amount Due
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This account has no past due bills.

2015 PORTSMOUTH TAX	3rd QUARTERLY PAYMENT	2015	2015 PORTSMOUTH TAX	4th QUARTERLY PAYMENT	2015
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3

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-35 CITY OF NEWPORT

Payment Due Date: 03/01/2016

3rd Quarterly Payment: **\$126.40**

Email Address: _____
Contact # _____

4

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-35 CITY OF NEWPORT

Payment Due Date: 06/01/2016

4th Quarterly Payment: **\$126.40**

Email Address: _____
Contact # _____

2015 PORTSMOUTH TAX	1st QUARTERLY PAYMENT	2015	2015 PORTSMOUTH TAX	2nd QUARTERLY PAYMENT	2015
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1

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-35 CITY OF NEWPORT

Payment Due Date: 09/01/2015

1st Quarterly Payment: **\$126.40**

Annual Tax: **\$505.60**

Email Address: _____
Contact # _____

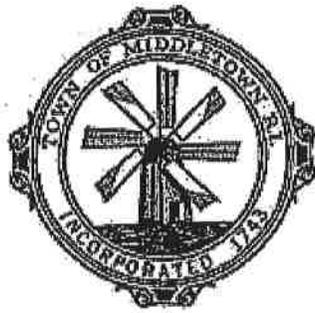
2

MAKE CHECK PAYABLE TO: TOWN OF PORTSMOUTH
03-2934-35 CITY OF NEWPORT

Payment Due Date: 12/01/2015

2nd Quarterly Payment: **\$126.40**

Email Address: _____
Contact # _____



Town of Middletown

350 East Main Road – Middletown, Rhode Island 02842

Office of Finance and Accounting
Office (401) 846-4478 – Fax (401) 849-6267
e-mail: pgould@middletownri.com

Invoice

Invoice Number:	2016-00000006
Date:	09/15/2015
Due Date:	12/31/2015
Payment Terms:	Net-30 Days
Invoice Total	\$185.75
Due:	

CUSTOMER #: 1258
CITY OF NEWPORT
ATTN: LAURA SITRIN, FINANCE DIRECTOR
43 Broadway
NEWPORT, RI 02840

DESCRIPTION: IN LIEU OF TAXES BILLING AGRMNT NEWPORT TREATY - SEWER FEES

Description	Quantity	Unit of Measure	Unit Price	Total Price	Comments
Quarterly payment	1	Qtr	\$182.95	\$182.95	106-139 at 67 Forest Ave - \$142.95 115-57 at Valley Road - \$20.00 121-NW-73 at Reservoir Road - \$20.00
Quarterly Payment	1	Qtr	\$2.80	\$2.80	INI at 67 Forest Ave

Please put Invoice Number on your check: [2016-00000006]
Make Checks Payable to: TOWN OF MIDDLETOWN

REMIT PAYMENT TO:
Town of Middletown
350 East Main Road
Middletown, RI 02842

1258
CITY OF NEWPORT
ATTN: LAURA SITRIN, FINANCE DIRECTOR
43 Broadway
NEWPORT, RI 02840

Invoice Total: \$185.75



Town of Middletown

350 East Main Road - Middletown, Rhode Island 02842

Office of Finance and Accounting
Office (401) 846-4478 - Fax (401) 849-6267
e-mail: pgould@middletownri.com

Invoice

Invoice Number:	2016-00000005
Date:	08/26/2015
Due Date:	12/31/2015
Payment Terms:	Net 30 days
Invoice Total:	\$55,461.94
Due:	

CUSTOMER #: 1258
CITY OF NEWPORT
Attn: Laura Sitrin, Finance Director
43 Broadway
NEWPORT, RI 02840

FY2016

DESCRIPTION: IN LIEU OF TAXES BILLING AGREEMENT CITY OF NEWPORT

Description	Quantity	Unit of Measure	Unit Price	Total Price	Comments
-------------	----------	-----------------	------------	-------------	----------

Payment	1	Qtr	\$55,461.94	\$55,461.94	
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Please put Invoice Number on your check: [2016-00000005]
Make Checks Payable to: TOWN OF MIDDLETOWN

REMIT PAYMENT TO:
Town of Middletown
350 East Main Road
Middletown, RI 02842

1258
CITY OF NEWPORT
Attn: Laura Sitrin, Finance Director
43 Broadway
NEWPORT, RI 02840

Invoice Total: \$55,461.94



LITTLE COMPTON : TOWN OF LITTLE COMPTON, RI 02837

Remit Tax Payment with stub to:

Town of Little Compton
 Tax Collector
 PO Box 226
 Little Compton, RI 02837

Information:

Please include payment stub with payment IF the remaining or subsequent installment is not paid before the due date, the whole tax or any balance thereof shall at once become due and payable with interest at the rate of 12% per annum from September 16, 2015

2015 Tax Assessed as of 12/31/2014

Tax Rate:	Real	Tangible
School	3.450	6.900
Municipal	2.300	4.600
Overall	5.750	11.500

State Aid: TOTAL \$846,836**TAX RATE REDUCED BY \$0.45*******SEE BACK OF BILL*****Check your balance and PDF Bill: www.RIEgov.comYour Account number is : **14-0190-00**The PIN # to access your account is : **YVX-CLL**

NEWPORT, CITY OF
 C/O NEWPORT WATER DEPT.
 70 HALSEY STREET
 NEWPORT RI 02840-1332

Account Number: 14-0190-00

CURRENT TAX BILL 2015 Tax Assessed as of 12/31/2014				
Description	Land	Building	Valuation	Annual Tax
023/0001 at 40 OLD MAIN ROAD	\$1,851,400	\$240,000	\$2,091,400	\$12,025.55
042/0114 at 4 CRANDALL ROAD	\$33,400		\$33,400	\$192.05
Total Current Tax Bill				\$12,217.60

PRIOR YEAR INFORMATION											
Description	Original Bill	-	Adjustments	-	Payments	=	Balance Due	+	Interest	=	Amount Due
This account has no past due bills.											

LITTLE COMPTON	3rd QUARTERLY PAYMENT	2015	LITTLE COMPTON	4th QUARTERLY PAYMENT	2015
 Account Number: 14-0190-00 Owner: NEWPORT, CITY OF Payment Due Date: 03/15/2016 3rd Quarterly Payment: \$3,054.40			 Account Number: 14-0190-00 Owner: NEWPORT, CITY OF Payment Due Date: 06/15/2016 4th Quarterly Payment: \$3,054.40		
 Account Number: 14-0190-00 Owner: NEWPORT, CITY OF Payment Due Date: 09/15/2015 1st Quarterly Payment: \$3,054.40			 Account Number: 14-0190-00 Owner: NEWPORT, CITY OF Payment Due Date: 12/15/2015 2nd Quarterly Payment: \$3,054.40		

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-23: Please reconcile the revenue surplus in Harold Smith's direct testimony on Page 34 and the proposed revenue surplus in HJS Schedule A-4.

Response: The revenue surplus resulting from the proposed rates is \$7,470 as shown on HJS Schedule A-4 Revenue Proof. The value of \$4,364 on page 34 of my testimony is incorrect.

Prepared by: Harold Smith

COMM. 1-24: Please explain and provide detail for the increase of \$680,502 in annual funding required for the Capital Spending Account. Please list the project, description, and estimate of cost and time for each.

Response: The requested annual contribution to the Capital Spending Account is the average of the projected annual rate funded capital expense for Fiscal Years 2016 through 2021 as shown on the Capital Improvement Plan (CIP) attached to Julia Forgue's testimony as Exhibit 1. In years in which the projected annual expenditure is greater than the annual contribution to the account, existing fund balance will be used to fund a portion of the annual expenditures and when annual expenditures are less than the annual contribution the fund balance will be replenished. Attached are schedules showing the balance in the restricted Capital Account with the requested increase, and without the requested increase. As shown in these schedules, if no increase is granted, the account will begin running a deficit in early FY 2019

Please see J. Forgue Direct, Exhibit 1, which details project title and associated expenditures from FY 16 – FY21. Below is a general description of the projects.

WSSMP 5 Year Update Project, the Rhode Island Water Resources Board requires a five (5) year update to the Water Division Water System Supply Management Plan. The plan is completed with goals to ensure an adequate supply of water for the current and future customer base, promote effective and efficient conservation practices, ensure adequate quality of water in compliance with RIDOH drinking water standards, and ensure water volume and pressure for fire protection.

IRP 5 Year Update Project, the current Infrastructure Replacement Plan (IRP) was prepared in January 2015 and is required to be updated every 5 years in accordance with the RIGL Chapter 46-15.6 Clean Water Infrastructure, as amended. Under this Act, the Rhode Island Department of Health is designated as the primary agency to administer the IRP program. The IRP update will review all the Newport Water

Division infrastructure components, assess their overall condition, and estimate their life-expectancy.

Easton Pond Dam - Green End Avenue Project, upkeep and maintenance of source water reservoirs is a critical element in providing safe drinking water. The existing fence line separating Green End Avenue and North Pond is beyond its useful life and requires replacement. In kind replacement does not adequately protect the water supply from hazards. An engineering evaluation, design and permitting will be completed in Phase 1 and implementing/constructing of the improvements will be Phase 2. Improvements will include but not be limited to slope protection, guardrail and/or fence installation.

Dam & Dike Rehabilitation Lawton Valley upkeep and maintenance of source water reservoirs is a critical element in providing safe drinking water. A Phase 1 preliminary evaluation of the Lawton Valley Dam found minor deficiencies on upstream slope, embankment crest, areas of concern on the downstream slope and the discharge channel in poor condition. A Phase 2 contract is forthcoming to design remedial measures downstream slope and the discharge channel. It is currently projected this work will go out to bid for construction in the fall of 2016.

Dam & Dike Rehabilitation Station One upkeep and maintenance of source water reservoirs is a critical element in providing safe drinking water. The Station One project was originally intended to address the spillway and outlet control structures. However, this has been modified to address sea level rise and climate change. A Phase 2 contract is forthcoming to provide interim remedial measures and complete a 30% design of embankment repairs, moat stabilization and spillway replacement (elevation increased as a result of sea level rise and climate change). It is currently projected interim remedial measures will be completed by the fall 2016.

Dam Rehab St Mary's Pond Project is required for upkeep and maintenance of source water reservoir. A recent inspection identified severe erosion and scarping along the upstream slope of St Mary's dam

that requires rehabilitation. An engineering evaluation, design and permitting will be completed in Phase 1 and implementing/constructing of the improvements will be Phase 2. Improvements will include but not be addressing upstream slope erosion and construction slope protection.

Fence Repairs Project addresses fencing providing physical security around system components in Newport, Middletown, Portsmouth, Tiverton and Little Compton. Inspections found fencing requiring repair, replacement and/or augmentation. The various sites have been combined into a single project for economies of scale and to establish analogous life-expectancies.

2 MG Lawton Valley Storage Tank is required to extend the useful life of the tank. Rehabilitation will include the internal and external coating system, addition of Tideflex mixing system. The mixing system will be engineered to provide a consistent water age over the operating range of the tank to conform to current stored water turnover guidelines. Engineering Services for the Lawton Valley 2 Million Gallon Water Storage Tank Project are ongoing. It should be noted, that the engineer has identified advanced failure of the lead-based exterior tank coating system which requires ground remediation prior to the tank rehabilitation.

Pump Station SCADA Project is for improving the NWD Supervisory, Control, and Data Acquisition (SCADA) at remote facilities. The project will update aging control and monitoring system at remote facilities to the modern Plant SCADA system. The system would improve reliability and control. Increased remote control of the water system will improve response time and flexibility with personnel.

System Wide Main Improvement Projects 2016-2017, 2019-2020, 2021-2022. The projects include the design and construction of water mains as identified in the 2015 Infrastructure Replacement Plan (IRP), as approved by RIDOH. The IRP prioritized water mains due to age, condition, capacity and criticality. Improvements in the distribution system reinforce the hydraulic integrity of the system and the quality of water delivered to our customers. Please note, Engineering and Design Services associated with

Water Distribution System Improvements #16-030 is currently being awarded. For Water Distribution System Improvements #16-030 we have currently identified approximately three and a quarter (3.25) miles of critical water transmission mains.

Annual CIP Projects

Meter Replacement is an annual replacement cost of aging meters, downsizing large meters and replacing those lacking low flow ability and/or accuracy. Newport Water owns all the meters and the cost of replacing all meters, regardless of size, is borne by the utility. There are almost 15,000 meters in the system.

Water Trench Restoration is an annual contract to be awarded for permanent restoration of water trenches.

Fire Hydrant Replacement is a comprehensive program to replace hydrants upon reaching an age of 50 years old. Continued funding for these hydrants will allow the Water Division to continue this program to provide adequate firefighting capabilities throughout the system.

Equipment and Vehicle Replacement is an annual replacement of equipment and/or vehicles to control the overall cost of operating and maintaining the fleet while fulfilling the needs of the NWD.

Prepared by: Robert Schultz

Capital Restricted Account Cashflow
Proposed Increase in Contribution to Capital Restricted Account

	FY 2016 Actual						FY 2016 Projected					
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 2,520,791	\$ 2,442,672	\$ 2,140,129	\$ 2,719,405	\$ 2,709,339	\$ 2,800,823	\$ 2,956,962	\$ 2,785,949	\$ 2,614,937	\$ 2,443,924	\$ 2,272,911	\$ 2,101,899
Additions												
From Rates	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333
From DS Acct.	-	-	529,779	-	-	-	-	-	-	-	-	-
National Grid Rebate		118,519		15,500								
NEIWPC Grant Reimbursement				18,810								
Interest Income	22	20	19	23	23	24	56	56	56	56	56	56
Total Additions	\$ 208,355	\$ 326,873	\$ 738,132	\$ 242,666	\$ 208,356	\$ 208,357	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389
Deductions												
To DS Acct.	-	529,779	-	-	-	-	-	-	-	-	-	-
Vendor Payments	286,473	99,637	158,855	252,732	116,872	52,218	379,401.94	379,402	379,402	379,402	379,402	379,402
Total Deductions	\$ 286,473	\$ 629,416	\$ 158,855	\$ 252,732	\$ 116,872	\$ 52,218	\$ 379,402	\$ 379,402	\$ 379,402	\$ 379,402	\$ 379,402	\$ 379,402
Ending Cash Balance	\$ 2,442,672	\$ 2,140,129	\$ 2,719,405	\$ 2,709,339	\$ 2,800,823	\$ 2,956,962	\$ 2,785,949	\$ 2,614,937	\$ 2,443,924	\$ 2,272,911	\$ 2,101,899	\$ 1,930,886

	FY 2017 Projected											
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 1,930,886	\$ 1,913,968	\$ 1,897,049	\$ 1,880,130	\$ 1,863,211	\$ 1,846,293	\$ 1,829,374	\$ 1,812,455	\$ 1,795,536	\$ 1,778,618	\$ 1,761,699	\$ 1,744,780
Additions												
From Rates	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098
Deductions												
Vendor Payments	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017
Total Deductions	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017
Ending Cash Balance	\$ 1,913,968	\$ 1,897,049	\$ 1,880,130	\$ 1,863,211	\$ 1,846,293	\$ 1,829,374	\$ 1,812,455	\$ 1,795,536	\$ 1,778,618	\$ 1,761,699	\$ 1,744,780	\$ 1,727,861

	FY 2018 Projected											
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 1,727,861	\$ 1,717,134	\$ 1,706,407	\$ 1,695,680	\$ 1,684,953	\$ 1,674,226	\$ 1,663,499	\$ 1,652,772	\$ 1,642,045	\$ 1,631,318	\$ 1,620,591	\$ 1,609,863
Additions												
From Rates	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098
Deductions												
Vendor Payments	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825
Total Deductions	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825
Ending Cash Balance	\$ 1,717,134	\$ 1,706,407	\$ 1,695,680	\$ 1,684,953	\$ 1,674,226	\$ 1,663,499	\$ 1,652,772	\$ 1,642,045	\$ 1,631,318	\$ 1,620,591	\$ 1,609,863	\$ 1,599,136

Capital Restricted Account Cashflow
Proposed Increase in Contribution to Capital Restricted Account

FY 2019 Projected												
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 1,599,136	\$ 1,584,201	\$ 1,569,266	\$ 1,554,330	\$ 1,539,395	\$ 1,524,459	\$ 1,509,524	\$ 1,494,588	\$ 1,479,653	\$ 1,464,718	\$ 1,449,782	\$ 1,434,847
Additions												
From Rates	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042
From DS Acct.	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098
Deductions												
Vendor Payments	\$280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033
Total Deductions	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033
Ending Cash Balance	\$ 1,584,201	\$ 1,569,266	\$ 1,554,330	\$ 1,539,395	\$ 1,524,459	\$ 1,509,524	\$ 1,494,588	\$ 1,479,653	\$ 1,464,718	\$ 1,449,782	\$ 1,434,847	\$ 1,419,911

FY 2020 Projected												
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 1,419,911	\$ 1,402,839	\$ 1,385,767	\$ 1,368,695	\$ 1,351,623	\$ 1,334,551	\$ 1,317,479	\$ 1,300,407	\$ 1,283,335	\$ 1,266,263	\$ 1,249,191	\$ 1,232,118
Additions												
From Rates	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098
Deductions												
Vendor Payments	\$282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170
Total Deductions	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170
Ending Cash Balance	\$ 1,402,839	\$ 1,385,767	\$ 1,368,695	\$ 1,351,623	\$ 1,334,551	\$ 1,317,479	\$ 1,300,407	\$ 1,283,335	\$ 1,266,263	\$ 1,249,191	\$ 1,232,118	\$ 1,215,046

FY 2021 Projected												
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 1,215,046	\$ 1,280,205	\$ 1,345,363	\$ 1,410,522	\$ 1,475,680	\$ 1,540,838	\$ 1,605,997	\$ 1,671,155	\$ 1,736,314	\$ 1,801,472	\$ 1,866,631	\$ 1,931,789
Additions												
From Rates	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042	\$265,042
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098	\$ 265,098
Deductions												
Vendor Payments	\$199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940
Total Deductions	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940
Ending Cash Balance	\$ 1,280,205	\$ 1,345,363	\$ 1,410,522	\$ 1,475,680	\$ 1,540,838	\$ 1,605,997	\$ 1,671,155	\$ 1,736,314	\$ 1,801,472	\$ 1,866,631	\$ 1,931,789	\$ 1,996,947

Capital Restricted Account Cashflow

No Increase in Contribution to Capital Restricted Account

	FY 2016 Actual						FY 2016 Projected					
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 2,520,791	\$ 2,442,672	\$ 2,140,129	\$ 2,719,405	\$ 2,709,339	\$ 2,800,823	\$ 2,956,962	\$ 2,785,949	\$ 2,614,937	\$ 2,443,924	\$ 2,272,911	\$ 2,101,899
Additions												
From Rates	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333
From DS Acct.	-	-	529,779	-	-	-	-	-	-	-	-	-
National Grid Rebate		118,519		15,500								
NEIWPC Grant Reimbursement				18,810								
Interest Income	22	20	19	23	23	24	56	56	56	56	56	56
Total Additions	\$ 208,355	\$ 326,873	\$ 738,132	\$ 242,666	\$ 208,356	\$ 208,357	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389
Deductions												
To DS Acct.	-	529,779	-	-	-	-	-	-	-	-	-	-
Vendor Payments	286,473	99,637	158,855	252,732	116,872	52,218	379,402	379,402	379,402	379,402	379,402	379,402
Total Deductions	\$ 286,473	\$ 629,416	\$ 158,855	\$ 252,732	\$ 116,872	\$ 52,218	\$ 379,402	\$ 379,402	\$ 379,402	\$ 379,402	\$ 379,402	\$ 379,402
Ending Cash Balance	\$ 2,442,672	\$ 2,140,129	\$ 2,719,405	\$ 2,709,339	\$ 2,800,823	\$ 2,956,962	\$ 2,785,949	\$ 2,614,937	\$ 2,443,924	\$ 2,272,911	\$ 2,101,899	\$ 1,930,886

	FY 2017 Projected											
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 1,930,886	\$ 1,857,259	\$ 1,783,632	\$ 1,710,005	\$ 1,636,377	\$ 1,562,750	\$ 1,489,123	\$ 1,415,495	\$ 1,341,868	\$ 1,268,241	\$ 1,194,614	\$ 1,120,986
Additions												
From Rates	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389
Deductions												
Vendor Payments	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017	282,017
Total Deductions	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017	\$ 282,017
Ending Cash Balance	\$ 1,857,259	\$ 1,783,632	\$ 1,710,005	\$ 1,636,377	\$ 1,562,750	\$ 1,489,123	\$ 1,415,495	\$ 1,341,868	\$ 1,268,241	\$ 1,194,614	\$ 1,120,986	\$ 1,047,359

	FY 2018 Projected											
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 1,047,359	\$ 979,923	\$ 912,488	\$ 845,052	\$ 777,617	\$ 710,181	\$ 642,745	\$ 575,310	\$ 507,874	\$ 440,439	\$ 373,003	\$ 305,567
Additions												
From Rates	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389
Deductions												
Vendor Payments	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825	275,825
Total Deductions	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825	\$ 275,825
Ending Cash Balance	\$ 979,923	\$ 912,488	\$ 845,052	\$ 777,617	\$ 710,181	\$ 642,745	\$ 575,310	\$ 507,874	\$ 440,439	\$ 373,003	\$ 305,567	\$ 238,132

Capital Restricted Account Cashflow

No Increase in Contribution to Capital Restricted Account

FY 2019 Projected												
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ 238,132	\$ 166,488	\$ 94,844	\$ 23,200	\$ (48,444)	\$ (120,088)	\$ (191,732)	\$ (263,376)	\$ (335,020)	\$ (406,664)	\$ (478,308)	\$ (549,952)
Additions												
From Rates	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333
From DS Acct.	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389
Deductions												
Vendor Payments	\$280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033	280,033
Total Deductions	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033	\$ 280,033
Ending Cash Balance	\$ 166,488	\$ 94,844	\$ 23,200	\$ (48,444)	\$ (120,088)	\$ (191,732)	\$ (263,376)	\$ (335,020)	\$ (406,664)	\$ (478,308)	\$ (549,952)	\$ (621,596)

FY 2020 Projected												
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ (621,596)	\$ (695,376)	\$ (769,157)	\$ (842,937)	\$ (916,718)	\$ (990,499)	\$ (1,064,279)	\$ (1,138,060)	\$ (1,211,841)	\$ (1,285,621)	\$ (1,359,402)	\$ (1,433,182)
Additions												
From Rates	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389
Deductions												
Vendor Payments	\$282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170	282,170
Total Deductions	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170	\$ 282,170
Ending Cash Balance	\$ (695,376)	\$ (769,157)	\$ (842,937)	\$ (916,718)	\$ (990,499)	\$ (1,064,279)	\$ (1,138,060)	\$ (1,211,841)	\$ (1,285,621)	\$ (1,359,402)	\$ (1,433,182)	\$ (1,506,963)

FY 2021 Projected												
	July	August	September	October	November	December	January	February	March	April	May	June
Capital Spending Account												
Beginning Cash Balance	\$ (1,506,963)	\$ (1,498,513)	\$ (1,490,063)	\$ (1,481,613)	\$ (1,473,163)	\$ (1,464,714)	\$ (1,456,264)	\$ (1,447,814)	\$ (1,439,364)	\$ (1,430,914)	\$ (1,422,464)	\$ (1,414,014)
Additions												
From Rates	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333
Interest Income	56	56	56	56	56	56	56	56	56	56	56	56
Total Additions	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389	\$ 208,389
Deductions												
Vendor Payments	\$199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940	199,940
Total Deductions	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940	\$ 199,940
Ending Cash Balance	\$ (1,498,513)	\$ (1,490,063)	\$ (1,481,613)	\$ (1,473,163)	\$ (1,464,714)	\$ (1,456,264)	\$ (1,447,814)	\$ (1,439,364)	\$ (1,430,914)	\$ (1,422,464)	\$ (1,414,014)	\$ (1,405,564)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
Data Requests
Set 1

COMM. 1-25: Please provide documentation supporting the request to increase the Sewer Charge in FY16 and projections in FY17.

Response: Attached is a copy of Ordinance Amendment approved by the Newport City Council June 24, 2015 related to sewer charges for FY 2016 and FY 2017.

Prepared by: Julia Forgue

CITY OF NEWPORT
ORDINANCE
OF THE
COUNCIL

NO. 2015-16

AN ORDINANCE IN THE AMENDMENT OF TITLE 13 OF THE CODIFIED ORDINANCES OF THE CITY OF NEWPORT, RHODE ISLAND, REVISION OF 1994, AS AMENDED, ENTITLED, "PUBLIC SERVICES."

BE IT ORDAINED by the City of Newport:

SECTION 1. Chapter 13.12 of the Codified Ordinances of the City of Newport, Revision of 1994, as amended entitled, "Sewer Service Charges," is hereby further amended as follows:

Effective July 1, 2015: DELETE IN ITS ENTIRETY Section 13.12.010 in its entirety and ADD IN LIEU THEREOF THE FOLLOWING:

Section 13.12.010. Basic Charge

"Every person, firm, corporation or governmental unit which uses the sewage system of the city shall pay to the city a sum equal to ~~eleven dollars and ninety-two cents (\$11.92)~~ thirteen dollars and eighty-nine cents (\$13.89) per one thousand (1,000) gallons of the metered water consumption as a sewage charge."

Effective July 1, 2015: DELETE IN ITS ENTIRETY Section 13.12.040 in its entirety and ADD IN LIEU THEREOF THE FOLLOWING:

Section 13.12.040. Use of Non-city Water.

"No person, firm, corporation, or government unit which uses water obtained other than from the Newport water department shall drain such water into the sewage system of the city unless said water is first measured is first measured by a meter installed by the city at the owner's expense, and quarterly thereafter there shall be paid by the owner to the city an amount equal to ~~eleven dollars and ninety-two cents (\$11.92)~~ thirteen dollars and eighty-nine cents (\$13.89) per one thousand (1,000) gallons of the metered water consumption by said person, firm, corporation or governmental unit."

Effective July 1, 2016: DELETE IN ITS ENTIRETY Section 13.12.010 in its entirety and ADD IN LIEU THEREOF THE FOLLOWING:

Section 13.12.010. Basic Charge

"Every person, firm, corporation or governmental unit which uses the sewage system of the city shall pay to the city a sum equal to ~~thirteen dollars and eighty-nine cents (\$13.89)~~ sixteen dollars and sixty-two cents

CITY OF NEWPORT
ORDINANCE
OF THE
COUNCIL
No. 2015-16
(page 2)

(\$16.62) per one thousand (1,000) gallons of the metered water consumption as a sewage charge."

Effective July 1, 2016: DELETE IN ITS ENTIRETY Section 13.12.040 in its entirety and ADD IN LIEU THEREOF THE FOLLOWING:

Section 13.12.040. Use of Non-city Water.

"No person, firm, corporation, or government unit which uses water obtained other than from the Newport water department shall drain such water into the sewage system of the city unless said water is first measured is first measured by a meter installed by the city at the owner's expense, and quarterly thereafter there shall be paid by the owner to the city an amount equal to ~~thirteen dollars and eighty-nine cents (\$13.89)~~ sixteen dollars and sixty-two cents (\$16.62) per one thousand (1,000) gallons of the metered water consumption by said person, firm, corporation or governmental unit."

SECTION 2. This ordinance shall take effect on July 1, 2015, and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

IN COUNCIL
READ AND PASSED
JUN 24 2015


Laura C. Swistak
City Clerk

COMM. 1-26: With regard to vegetation maintenance, please provide the cost of the two part-time employees needed, when and for how long they will be needed and what their duties and responsibilities will be.

Response: Recent Dam Inspections revealed deficiencies with vegetation maintenance, and with a significant amount of unwanted vegetation requiring removal. The vegetation maintenance will focus on the nine (9) Dams owned by Newport Water and generally consists of clearing unwanted vegetation, mowing grass, filling and seeding ruts and depressions. Two part-time employees are budgeted for 19 weeks at a rate of \$16/hour plus 7.65% FICA Tax. It is projected that the part-time employees will be needed for the next five years for vegetation removal and maintenance.

Prepared by: Robert Schultz

COMM. 1-27: How often does Newport Water currently operate the mainland supply reservoirs to augment capacity and for water quality? How often does Newport Water plan to increase this task?

Response: For clarification, the mainland supply (i.e. Nonquit Pond and Watson Reservoir) comprises approximately half of the total system storage and are included in the safe yield supply calculation. These reservoirs are not emergency backups and are used for various reasons. For example, in FY 15 the Sakonnet Pump Station was operational from June 20, 2014 through October 28, 2014 to augment supply and plant startup testing. In FY 16, the Sakonnet Pump Station was operational from August 11, 2015 through October 2, 2015 for water quality.

The use of Sakonnet Pump Station and associated mainland supply reservoirs is dependent upon environmental and regulatory conditions impacting raw water quality and supply. The environmental and regulatory conditions are dynamic. RIDEM has begun steps to develop water quality restoration plans (called Total Maximum Daily Loads or TMDLs) to establish acceptable pollutant loads for the nine source reservoirs. RIDOH is also advancing guidance and/or regulations to address cyanotoxins, toxins produced by bacteria called cyanobacteria (also known as blue-green algae) in drinking water.

This dynamic environment prohibits us from forecasting the exact increase in use. However, the use will increase as the mainland supply reservoirs historically have better water quality and treatability.

Prepared by: Robert Schultz

COMM. 1-28: Please discuss the pilot for soft swabbing. Detail the description, cost and beginning and end dates.

Response: NWD has a significant amount of 6 and 8-inch diameter unlined cast iron water main. These older mains are located in primarily residential areas and contain significant internal tuberculation, scale, and biofilm. However, the pipes have minimal external corrosion indicating the potential for extended useful life with maintenance. Swabbing has been successfully used in other water system (e.g. Springfield Water and Sewer Commission) as a cost effective, fast rehabilitation option with minimal disruption to the neighborhood. NWD staff visited Springfield Water and Sewer Commission to observe their soft swabbing program in July 2014.

From July 2014 to July 2015 NWD evaluated contracting with private consultants/contractors versus performing the work with NWD staff; reviewed reference materials; and developed pilot program objectives. We determined that the swabbing operation could be performed by NWD staff and fabrication and assembly of the swabbing equipment started in August 2015. Equipment was completed in December 2015 with the delivery of custom hydrant connectors.

In December 2015 approximately 800 feet of 6-inch diameter unlined cast iron water main was soft swabbed. The program will continue in the spring of 2016 to collect additional data for the evaluation of the pilot program. The program will continue at the pilot level until the data can definitively evaluate the following:

- Effectiveness of the Cleaning Process
- Water Quality Problems
- Improvement in Capacity and Fire Flow
- Cost Effectiveness of the Program

To date approximately \$21,000 has been expended on fabrication and assembly of the swabbing equipment; \$980 has been expended on swabs. It is currently anticipated that the program will evolve to an

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4355
Response Of The City Of Newport,
Utilities Division, Water Department
To The State of Rhode Island
Public Utilities Commission's
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Set 1

annual operation after the pilot based on the results we have achieved to date.

Prepared by: Robert Schultz

COMM. 1-29: Please provide documentation for the increased costs to the annual service contracts for the Hydraulic Model and any other preventative maintenance contracts with Newport Water.

Response: Support Service/Contract Services has components in Customer Service and Distribution. The Support Service/Contract Services are comprised of the following: Printing & Mailing Bills, Opal Maintenance, Badger – Orion Service, Welding Services (Swabbing), Weather Data Network, Innovyze – InfoWater and Dig Safe. The \$4,392 increase in this account is principally a result of the Swabbing Program. The program requires specialized fabrication and welding services that can't be performed in house. Second, there is a nominal increase in the cost for the annual service contract, updates and support for the Hydraulic Model. The fee provides comprehensive customer support and software maintenance for the Hydraulic Model.

The preventative maintenance contracts are also found under the Repairs & Maintenance Account. These contracts fulfill the maintenance needs on a systematic, scheduled basis virtually eliminating unplanned downtime, maintaining useful life and operability of the facilities. Station One and Lawton Valley preventative maintenance contracts encompass Variable Frequency Drives, Gas Boilers & Hot Water Heater, Backup Generators, Transfer Switches Inspection & Service, SCADA Maintenance & Repair, HACH Water Treatment Analyzers, Building Automation System (BAS), Fire Panel Maintenance, Dissolved Air Flotation Compressors, MCC Breaker Panel Inspection and Fire Extinguisher Service. Please note, the preventative maintenance provided under these contracts is specialized and can't be performed in house.

Please find attached the following documentation: Innovyze Invoice, HACH Analyzer Contract, Gas Boilers & Hot Water Heater Contract, DAF Contract and Building Automation System (BAS) Contracts. The provided contracts and/or invoices have been agreed upon and executed for FY16 (excluding the draft Building Automation System (BAS) Contracts). Variable Frequency Drives, Backup Generators, Transfer Switches Inspection, Fire Panel Maintenance, MCC Breaker Panel Inspection and

STATE OF RHODE ISLAND
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Fire Extinguisher Service can be provided by multiple vendors and will go out to bid annually. It is anticipated that this will generate an invoice for services rendered not a detailed contract. The SCADA system is currently being addressed as part of the WTP Projects Contract (Punch List) and therefore no contract can be provided.

Prepared by: William Yost



Invoice

605 East Huntington Dr., Suite 205
 Monrovia, CA, 91016 USA
 Tel: +1 (626) 568-6868 E-mail: sales-americas@innovyze.com

Invoice Number: 05858AM-2015
Date: 25-Sep-2015

Bill To: Rob Schultz
 Newport RI, City of
 70 Halsey St
 Newport, RI 02840-1332, US
 Tel: (401) 845-5600
 Fax: (401) 846-0947
 Email: rschultz@cityofnewport.com

End User Organization: Newport RI, City of
End User Contact: Rob Schultz

START DATE	END DATE	AUTHORIZATION	TERMS
15-Nov-2015	14-Nov-2016		Net 30

Level	Product	Price Per Seat	# of Seats	Amount
Platinum	InfoWater Suite Floating (5,000 Links) Serial Number: IWR70S05001-F003153 Floating: Yes	\$3,750.00	1	\$3,750.00
Gold	Floating License Manager Serial Number: FLM30RUNL01-0000780 Floating: No	\$0.00	1	\$0.00

If you have any questions regarding this invoice, or to pay with VISA or Mastercard please call +1 (626) 568-6868
FEIN: 95-4568279
THANK YOU FOR YOUR BUSINESS!

Subtotal:	\$3,750.00
Tax:	\$0.00
Total (USD):	\$3,750.00

Tax is included per your local regulations. If your business is tax exempt, please forward your exemption certificate.

-----Please detach and return with payment-----

Remittance Advice

Client Name: Newport RI, City of
 Invoice Number: 05858AM
 Invoice Date: 9/25/2015

Total in US Dollars: \$3,750.00

Please Remit Payment in US Dollars To:
 Innovyze
 PO Box 848812
 Los Angeles, CA 90084-8812 USA

Please include invoice number(s) on your check.



SYSTEMS SUPPORT AGREEMENT

CUSTOMER:

City of Newport Water Treatment
100 Bliss Mine Road
Newport RI 02840

ENE SYSTEMS, INC.
480 NEPONSET STREET, SUITE 11D
CANTON, MA 02021

Systems Support will be provided at the following location(s):

100 Bliss Mine Road

ENE Systems, Inc. agrees to provide the following Systems Support Services:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Building Automation Systems Support Service | <input type="checkbox"/> HVAC Equipment Systems Support Services |
| <input checked="" type="checkbox"/> Standard | <input type="checkbox"/> Standard |
| <input type="checkbox"/> Comprehensive | <input type="checkbox"/> Comprehensive |
| <input type="checkbox"/> HMI Hardware Comprehensive | <input type="checkbox"/> Scheduled Labor Only |
| <input type="checkbox"/> Scheduled Labor Only | |
| <input type="checkbox"/> Warranty System Support Services | |
| <input type="checkbox"/> Measurement and Verification | |
|
 | |
| <input type="checkbox"/> Temperature Controls Systems Support Services | <input type="checkbox"/> Additional Services and Provisions |
| <input type="checkbox"/> Standard | |
| <input type="checkbox"/> Comprehensive | |

(See Attachment "A" Level of Coverage, Attachment "B" List of Covered Equipment and Attachment "C" Additional Services and Provisions as applicable)

Terms and Payment:

This Systems Support Agreement shall begin on _____ and shall continue until _____ and then from year to year thereafter until terminated in accordance with the general conditions as stated on reverse side.

The Agreement price is Five Thousand Three Hundred Ninty Seven Dollars (\$5,397.00) on an annual basis payable Quarterly in advance. Payment will be made within thirty (30) days of invoice date.

This Systems Support Agreement along with all attachments and general conditions constitutes the entire Agreement between the parties and shall become a valid contract after written signature of acceptance by both parties and credit approval by ENE Systems, Inc. This Agreement supersedes all prior presentations and Agreements not incorporated herein.

Customer:**ENE Systems, Inc.**

Proposed by: Michael Brickley**By:** _____**Date:** January 26 2016**Signature:** _____**Accepted by:** _____**Title:** _____**Date:** _____**Title:** _____**Date:** _____

GENERAL CONDITIONS

1. This agreement applies only to equipment installed prior to effective date of this agreement and as described in this agreement. Normal working hours (7 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services, unless otherwise agreed to herein.
2. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non maintainable items will be eliminated from the program and the agreement price adjusted accordingly.
3. It is agreed that the customer shall provide reasonable means of access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, ENE Systems, Inc. shall be permitted to start and stop all equipment incidental to the operation of the mechanical system.
4. If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, ENE Systems, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.
5. It is agreed that the contract price shall be adjusted yearly after the initial term; such adjustments shall be consistent with ENE Systems, Inc. increases in subject contract labor and material costs. This agreement may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.
6. ENE Systems, Inc. shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused directly by a negligent act of omission or commission by ENE Systems, Inc.' agents, employees or subcontractors.
7. ENE Systems, Inc. and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by ENE Systems, Inc. impractical: strikes, fires, war, acts of God, late or non-delivery by suppliers of ENE Systems, Inc., and all other contingencies beyond the reasonable control of ENE Systems, Inc. Under no circumstances shall ENE Systems, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost profits, work stoppage, impairment of other goods or otherwise; and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall ENE Systems, Inc.'s liability exceed the purchase price paid under this contract.
8. The Customer shall pay ENE Systems, Inc., in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive of ordinary personal property taxes assessed against ENE Systems, Inc.
9. It is agreed that the customer shall assume responsibility and pay extra for all services and materials required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes.
10. The customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
11. ENE Systems, Inc. shall not be held responsible or liable whatsoever for the indoor air quality of the Customer's Facility.
12. In the event ENE Systems, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Systems, Inc., the customer shall reimburse ENE Systems, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service.
13. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Systems, Inc., at its option, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Systems, Inc. will assist the owner in replacing the equipment at an additional cost.
14. The customer is responsible for the replacement or repair of non moving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, piping, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring. The customer is also responsible for any Freon that might be required for the system.
15. Removal and/or installation of dampers and valve bodies are not covered under this Agreement. Crane service is not the responsibility of ENE Systems. However, ENE Systems, Inc. will assist the Customer in replacing such equipment at an additional cost.
16. The price quoted is valid for thirty (30) days from the proposal date. ENE Systems, Inc., at its option, reserves the right to not accept this Agreement if it is signed by the Customer after this thirty (30) day period.
17. ENE Systems, Inc. reserves the right to discontinue this Systems Support Agreement at any time, without notice, if payments as agreed to have not been received by ENE Systems, Inc.

ATTACHMENT “A” – LEVEL OF COVERAGE BUILDING AUTOMATION SYSTEMS

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site system inspection and preventive maintenance tasks to ensure that the Building Automation System (BAS) is operating at maximum performance and reliability levels. ENE Systems, Inc. on site technicians will analyze, adjust, calibrate all applicable temperature sensors, humidity sensors, diagnostic LED's, printers, power supplies, work stations, controllers, modems, input/output points, communications, transmitters, transducers and UPS. This work will be performed during normal working hours unless agreed otherwise.

Remote Diagnostics

ENE Systems, Inc. will utilize remote desktop protocol (RDP) to communicate with Customer's Building Automation System for the purpose of system point verification, interrogating and assisting Customer's system operators with operational support and troubleshooting. ENE Systems, Inc. will access Customer's system to verify that the database is operating correctly, is reading accurately and that no values are out of range or incorrectly reading for the assumed condition. A separate IP address and/or VPN will need to be supplied and maintained by the Customer to facilitate this communication link.

Help Line

ENE Systems, Inc. will assist Customer's Building Automation System Operators with questions that may arise on the daily operation, troubleshooting or ideas to improve upon the system operation. Through the use of remote desktop protocol (RDP), ENE Systems, Inc. Control Specialists will help Customer's building operators maximize the use of the Building Automation System to improve comfort and reduce operating costs.

System Utilization Review

Through analysis of the system software, ENE Systems, Inc. will ensure that the operating logic is performing optimally. ENE Systems, Inc. will look for inaccurate sensors, outstanding system alarms, operator commands that have been entered overriding normal operation and/or deactivation of energy related control strategies. If ENE Systems, Inc. uncovers abnormal conditions, we will initiate the corrective action in accordance with the Customer's approval.

Database Backups

ENE Systems, Inc. will periodically backup the system databases, and store them in a safe place for retrieval in the event of a component or system failure. This will ensure that all changes and fine tuning of the software will be safe and protected.

SmartStruxure/Software Upgrades (System Registration)

ENE Systems, Inc. agrees to provide the Customer with the latest maintenance patch of applicable operating software and controller firmware (anything deemed “minor” revision) to ensure that the Customer's system is kept current.

Any revision deemed “major” by the manufacturer will be subject to a fee

HMI (HUMAN MACHINE INTERFACE) SERVICES

Service consists of a thorough inspection of system hardware, software and environment. It also involves performing general software maintenance on the PC such as, deleting temporary files, checking hard drives for failures, updating operating system and software (if available), as well as scanning for viruses. A hardware check is also performed to ensure that the fans and drives are working correctly and the computer is blown out with compressed air to prevent dust build-up. The last and probably most important part of the process is a backup of essential ENE Systems software and data on the system. This can lessen downtime in the event of a system failure.

For more information, please see Attachment D Service Details.

ATTACHMENT “A” – LEVEL OF COVERAGE BUILDING AUTOMATION SYSTEMS *(continued)*

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the last review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor 20 % Discount (Straight Time or Over Time)

Schneider Electric (IA Series) Materials 50 % Discount

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week on an emergency basis, holidays included.

HMI HARDWARE COVERAGE

In addition to all services offered under standard HMI Services, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered HMI Hardware.

SCHEDULED LABOR ONLY

The intent of this agreement is to provide a maximum number of hours per year to perform preventive maintenance and/or repair labor as directed by authorized customer's name personnel. Due to the quantity of equipment and the unknown quantity of customer directed service requests the scope of this agreement does not guarantee that the preventive maintenance will be performed on all covered equipment during the agreement period. Additional requested labor beyond the agreed upon hours per year will be billed at the preferred labor and material rate.

ATTACHMENT “A” – LEVEL OF COVERAGE TEMPERATURE CONTROLS

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site inspection and preventive maintenance tasks to ensure that the temperature control system (pneumatic/electric/electronic) is operating at maximum performance and reliability levels. ENE Systems, Inc. on site technicians will examine, clean and calibrate as required all thermostats, humidity controls temperature controls, pressure controls, relays valve and damper actuators and other devices directly pertaining to the automatic temperature control system. In addition, as required, change air compressor oil, lubricate control valve packing glands, damper bearings and linkages. All control valves will be inspected for proper stroke and close off. All sequences of operation will be checked and confirmed that they are performing optimally. This work will be performed during normal working hours, unless otherwise agreed.

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the last review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor _____% Discount (Straight Time or Over Time)

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week basis, holidays included.

ATTACHMENT “A” – LEVEL OF COVERAGE HVAC MECHANICAL EQUIPMENT

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site inspection and preventive maintenance tasks to ensure that the covered equipment is operating at maximum performance and reliability levels. The intent of these tasks and procedures is to keep the covered equipment operating at original design performance (ODP). ENE Systems, Inc. HVAC Mechanics will examine, lubricate, adjust and calibrate all covered equipment and components including changing belts as necessary to keep equipment failures to a minimum. This work will be performed during normal working hours unless otherwise agreed.

EDDY Current Testing Filters Water Treatment Other _____

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor _____% Discount (Straight Time or Over Time)

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week basis, holidays included.

ATTACHMENT “C” – ADDITIONAL SERVICES & PROVISIONS

DESCRIPTION OF ADDITIONAL SERVICES & COVERED EQUIPMENT

ATTACHMENT “D” – SERVICE DETAILS

HMI (HUMAN MACHINE INTERFACE) SERVICE DETAILS

Regularly scheduled maintenance will be performed annually.

An initial IT examination and inventory of each computer system will be conducted. ENE Systems, Inc. will document both the hardware and software configuration of the HMI being examined and the findings of this exam will serve as a baseline for future examinations. Unsupported software and configuration settings will be removed as necessary to facilitate the most stable environment possible for the ENE software components present on the computer being examined. On systems that pre-date our HMI tracking database, the initial IT inventory will also consist of the application of an identification tag allowing ENE Systems to track the equipment in our database.

EXAMPLE



As required the HMI's configuration or settings can be quickly retrieved from our database. ENE Systems will have remote access to this information so that technicians in the field who are troubleshooting equipment can obtain detailed, up to the minute configuration data on the equipment they are working on. All that is required for remote access to this information is an Internet connection. Anti-tampering stickers will also be affixed to the HMI's in such a way as to discourage customers from changing hardware configurations.

Once the initial IT examination/inventory has been completed on each system, the actual PM procedure will be conducted. This procedure will consist of a thorough examination of the most common points of failure for PCs and Servers. Following is a list of items that will be examined and a brief explanation of each.

PM CHECKLIST

- **EMPTY THE RECYCLE BIN** – Periodic emptying of the Windows Recycle Bin improves system performance and stability.
 - **DELETE *.TMP FILES** – Before running Scandisk or Defrag on a drive, this procedure will reduce the likelihood of errors during the scanning or defragmentation process which can help to reduce the amount of time necessary to complete the overall PM process. System performance is also improved.
 - **DELETE ALL FILES BEGINNING WITH A TILDE (~)** – These are temp files created by many programs during normal operation. However, they tend to bog down system performance and can lead to read errors when opening documents or files. They also add overhead to the scanning and defragmentation process.
 - **DELETE *.CHK FILES** – These are files created when the system encounters data corruption such as cross-linked files or clusters on the hard drive. They are generally useless and should be removed.
 - **RESET SWAP FILE** – The windows swap file often becomes heavily fragmented and/or corrupted if left on “permanent” settings (very common). Periodically resetting this to temporary, then rebooting and setting it back to permanent actually deletes the original swap file (and any corruption and fragmentation along with it) and places a fresh, new swap file on the hard disk. This improves stability and performance.
 - **SCAN HARD DISK (S) AND/OR RAID VOLUMES FOR ERRORS** – A full logical and hardware scan of the hard disk subsystem will be performed in order to ensure that disk errors are within tolerable ranges.
 - **RUN A DEFRAGMENTATION PROGRAM** – regular defragmentation of the hard disk improves performance and reduces the likelihood of data seek errors.
 - **CHECK/REMOVE BROWSER HISTORY AND CACHE FILES** – on systems connected to the Internet these files should be purged on a regular basis. This will improve performance both on and off the web, while reducing virus and malware exposure.
 - **CHECK/REMOVE WINDOWS TEMPORARY INTERNET FILES** – If the browser being used is Microsoft Internet Explorer, the contents of c:\windows\Temporary Internet Files\ should be deleted. This is another performance optimization as it speeds up downloads of graphics and other web elements.
 - **CHECK/CONFIRM BACKUPS** – If backup software is present, it will be checked for proper operation and to ensure that it is functioning as expected. Errors will be troubleshot and fixed where necessary. A test restore of a small varying group of files will be conducted in order to validate the backup itself and ensure that the system **could be** restored in the event of data loss or corruption. If backup software is **not** present, a manual backup of critical data will be collected for offsite storage. The backup method will be determined on a site by site basis and will consist of one of the following:
 - Backup of critical files to a network or internet resource such as a NAS device or cloud backup service.
 - Backup of critical files to a USB drive
 - Backup of critical files to an externally-connected SATA hard drive
- Customers who do not have an automated backup system in place will be encouraged to invest in one.
- **CHECK/RE-SEAT CONNECTIONS** – All electrical plugs, keyboard, mouse, monitor, printer, modem and any other serial, parallel, USB or network connectors will be checked and made snug. All cards inside the PC/Server will be examined and reseated as necessary.

PM CHECKLIST (continued)

- **INVENTORY** – All installed and running software and all configuration settings will be examined and compared against existing records, if any. If this is the first visit, the PC/Server's hardware, software and configuration settings will be meticulously documented using the Customer PC/Server Inventory Sheet. This will provide baseline of information to which future examination results can be compared. Tamper Control and Identification tags (see above) will be affixed to the machine discouraging unauthorized "tinkering" and enabling us to track the PC/Server in the ENE database.
- **CHECK REMOVABLE DRIVES** – CD-R, CD-RW, DVD, Zip, DAT, Floppy and any other removable media drives will be checked and tested to ensure that they are still functioning as expected. Engineers will carry most standard replacement parts with them and will seek customer authorization prior to replacing any defective parts.
- **MONITOR MAINTENANCE** – PC monitors collect dust rapidly both inside and out. Monitors will be dusted (forced air) and wiped clean with anti-static cleaner and rags.
- **ANTIVIRUS UPDATES** – If the system in being maintained is running any form of Anti-Virus software it will be updated to afford the customer the latest protection.
- **ANTIVIRUS SCANNING** – If the system being maintained is not running any form of Antivirus software a manual scan will be performed using a command line utility to ensure that the system is free of virus infestation.
- **OPERATING SYSTEM UPDATES** – Operating system updates will only be performed as recommended/approved by the Factory. Systems that are eligible for –or in need of- upgrades in the form of downloadable patches and service packs will be updated, provided the manufacturers of both the PC itself and the programs running on it approve of and/or recommend such updates. Prior to any updates being installed, the original engineer who designed the job (if available) will be consulted along with the Engineering Manager to ensure that no updates or changes will conflict with any of the existing systems, including 3rd party interfaces and devices.
- **DUST AND DEBRIS REMOVAL** – Depending on the location and conditions present in the area of the PC/Server undergoing a PM, dust removal will either be performed onsite, or the PC will be removed from the area it is physically located in and taken to a place where it can be opened up and blown out with forced air. The keyboard and mouse will also be cleaned with forced air.
- **CHECK POWER SUPPLIES** – The power supplies that the PC/Server are plugged into should be (at a minimum) 15A 120 VAC surge suppressor. These connections will be examined to ensure proper deployment. Inadequate power conditioning will be noted and appropriate recommendations made to the customer.
- **REBOOT** – All computers running any form of Windows tend to run less and less reliably as time between reboots grows. All systems examined will benefit from what may be the first reboot (in some cases) in weeks or even months. Any error conditions resulting from a reboot will be diagnosed and repaired.
- **CHECK ALL FANS** – Keeping a PC/Server cool will prolong its life. All fans will be carefully examined for signs of wear or impending failure. Suspect and defective fans will be replaced with the customer's consent.



SYSTEMS SUPPORT AGREEMENT

CUSTOMER:

City of Newport Water Treatment
100 Bliss Mine Road
Newport RI 02840

ENE SYSTEMS, INC.
480 NEPONSET STREET, SUITE 11D
CANTON, MA 02021

Systems Support will be provided at the following location(s):

100 Bliss Mine Road Newport RI

ENE Systems, Inc. agrees to provide the following Systems Support Services:

- Building Automation Systems Support Service
 - Standard
 - Comprehensive
 - HMI Hardware Comprehensive
 - Scheduled Labor Only
 - Warranty System Support Services
 - Measurement and Verification
- HVAC Equipment Systems Support Services
 - Standard
 - Comprehensive
 - Scheduled Labor Only
- Temperature Controls Systems Support Services
 - Standard
 - Comprehensive
- Additional Services and Provisions

(See Attachment "A" Level of Coverage, Attachment "B" List of Covered Equipment and Attachment "C" Additional Services and Provisions as applicable)

Terms and Payment:

This Systems Support Agreement shall begin on _____ and shall continue until _____ and then from year to year thereafter until terminated in accordance with the general conditions as stated on reverse side.

The Agreement price is Twelve Thousand Six Hundred thirty Nine Dollars (\$12,639) on an annual basis payable Quarterly in advance. Payment will be made within thirty (30) days of invoice date.

This Systems Support Agreement along with all attachments and general conditions constitutes the entire Agreement between the parties and shall become a valid contract after written signature of acceptance by both parties and credit approval by ENE Systems, Inc. This Agreement supersedes all prior presentations and Agreements not incorporated herein.

Customer:

ENE Systems, Inc.
Proposed by: Michael Brickley

By: _____

Date: January 26 2016

Signature: _____

Accepted by: _____

Title: _____

Date: _____

Title: _____

Date: _____

GENERAL CONDITIONS

1. This agreement applies only to equipment installed prior to effective date of this agreement and as described in this agreement. Normal working hours (7 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services, unless otherwise agreed to herein.
2. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non maintainable items will be eliminated from the program and the agreement price adjusted accordingly.
3. It is agreed that the customer shall provide reasonable means of access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, ENE Systems, Inc. shall be permitted to start and stop all equipment incidental to the operation of the mechanical system.
4. If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, ENE Systems, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.
5. It is agreed that the contract price shall be adjusted yearly after the initial term; such adjustments shall be consistent with ENE Systems, Inc. increases in subject contract labor and material costs. This agreement may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.
6. ENE Systems, Inc. shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused directly by a negligent act of omission or commission by ENE Systems, Inc.' agents, employees or subcontractors.
7. ENE Systems, Inc. and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by ENE Systems, Inc. impractical: strikes, fires, war, acts of God, late or non-delivery by suppliers of ENE Systems, Inc., and all other contingencies beyond the reasonable control of ENE Systems, Inc. Under no circumstances shall ENE Systems, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost profits, work stoppage, impairment of other goods or otherwise; and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall ENE Systems, Inc.'s liability exceed the purchase price paid under this contract.
8. The Customer shall pay ENE Systems, Inc., in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive of ordinary personal property taxes assessed against ENE Systems, Inc.
9. It is agreed that the customer shall assume responsibility and pay extra for all services and materials required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes.
10. The customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
11. ENE Systems, Inc. shall not be held responsible or liable whatsoever for the indoor air quality of the Customer's Facility.
12. In the event ENE Systems, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Systems, Inc., the customer shall reimburse ENE Systems, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service.
13. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Systems, Inc., at its option, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Systems, Inc. will assist the owner in replacing the equipment at an additional cost.
14. The customer is responsible for the replacement or repair of non moving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, piping, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring. The customer is also responsible for any Freon that might be required for the system.
15. Removal and/or installation of dampers and valve bodies are not covered under this Agreement. Crane service is not the responsibility of ENE Systems. However, ENE Systems, Inc. will assist the Customer in replacing such equipment at an additional cost.
16. The price quoted is valid for thirty (30) days from the proposal date. ENE Systems, Inc., at its option, reserves the right to not accept this Agreement if it is signed by the Customer after this thirty (30) day period.
17. ENE Systems, Inc. reserves the right to discontinue this Systems Support Agreement at any time, without notice, if payments as agreed to have not been received by ENE Systems, Inc.

ATTACHMENT “A” – LEVEL OF COVERAGE BUILDING AUTOMATION SYSTEMS

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site system inspection and preventive maintenance tasks to ensure that the Building Automation System (BAS) is operating at maximum performance and reliability levels. ENE Systems, Inc. on site technicians will analyze, adjust, calibrate all applicable temperature sensors, humidity sensors, diagnostic LED's, printers, power supplies, work stations, controllers, modems, input/output points, communications, transmitters, transducers and UPS. This work will be performed during normal working hours unless agreed otherwise.

Remote Diagnostics

ENE Systems, Inc. will utilize remote desktop protocol (RDP) to communicate with Customer's Building Automation System for the purpose of system point verification, interrogating and assisting Customer's system operators with operational support and troubleshooting. ENE Systems, Inc. will access Customer's system to verify that the database is operating correctly, is reading accurately and that no values are out of range or incorrectly reading for the assumed condition. A separate IP address and/or VPN will need to be supplied and maintained by the Customer to facilitate this communication link.

Help Line

ENE Systems, Inc. will assist Customer's Building Automation System Operators with questions that may arise on the daily operation, troubleshooting or ideas to improve upon the system operation. Through the use of remote desktop protocol (RDP), ENE Systems, Inc. Control Specialists will help Customer's building operators maximize the use of the Building Automation System to improve comfort and reduce operating costs.

System Utilization Review

Through analysis of the system software, ENE Systems, Inc. will ensure that the operating logic is performing optimally. ENE Systems, Inc. will look for inaccurate sensors, outstanding system alarms, operator commands that have been entered overriding normal operation and/or deactivation of energy related control strategies. If ENE Systems, Inc. uncovers abnormal conditions, we will initiate the corrective action in accordance with the Customer's approval.

Database Backups

ENE Systems, Inc. will periodically backup the system databases, and store them in a safe place for retrieval in the event of a component or system failure. This will ensure that all changes and fine tuning of the software will be safe and protected.

SmartStruxure/Software Upgrades (System Registration)

ENE Systems, Inc. agrees to provide the Customer with the latest maintenance patch of applicable operating software and controller firmware (anything deemed “minor” revision) to ensure that the Customer's system is kept current.

Any revision deemed “major” by the manufacturer will be subject to a fee

HMI (HUMAN MACHINE INTERFACE) SERVICES

Service consists of a thorough inspection of system hardware, software and environment. It also involves performing general software maintenance on the PC such as, deleting temporary files, checking hard drives for failures, updating operating system and software (if available), as well as scanning for viruses. A hardware check is also performed to ensure that the fans and drives are working correctly and the computer is blown out with compressed air to prevent dust build-up. The last and probably most important part of the process is a backup of essential ENE Systems software and data on the system. This can lessen downtime in the event of a system failure.

For more information, please see Attachment D Service Details.

ATTACHMENT “A” – LEVEL OF COVERAGE BUILDING AUTOMATION SYSTEMS *(continued)*

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the last review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor 20 % Discount (Straight Time or Over Time)

Schneider Electric (IA Series) Materials 50 % Discount

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week on an emergency basis, holidays included.

HMI HARDWARE COVERAGE

In addition to all services offered under standard HMI Services, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered HMI Hardware.

SCHEDULED LABOR ONLY

The intent of this agreement is to provide a maximum number of hours per year to perform preventive maintenance and/or repair labor as directed by authorized customer's name personnel. Due to the quantity of equipment and the unknown quantity of customer directed service requests the scope of this agreement does not guarantee that the preventive maintenance will be performed on all covered equipment during the agreement period. Additional requested labor beyond the agreed upon hours per year will be billed at the preferred labor and material rate.

ATTACHMENT “A” – LEVEL OF COVERAGE TEMPERATURE CONTROLS

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site inspection and preventive maintenance tasks to ensure that the temperature control system (pneumatic/electric/electronic) is operating at maximum performance and reliability levels. ENE Systems, Inc. on site technicians will examine, clean and calibrate as required all thermostats, humidity controls temperature controls, pressure controls, relays valve and damper actuators and other devices directly pertaining to the automatic temperature control system. In addition, as required, change air compressor oil, lubricate control valve packing glands, damper bearings and linkages. All control valves will be inspected for proper stroke and close off. All sequences of operation will be checked and confirmed that they are performing optimally. This work will be performed during normal working hours, unless otherwise agreed.

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the last review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor _____% Discount (Straight Time or Over Time)

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week basis, holidays included.

ATTACHMENT “A” – LEVEL OF COVERAGE HVAC MECHANICAL EQUIPMENT

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site inspection and preventive maintenance tasks to ensure that the covered equipment is operating at maximum performance and reliability levels. The intent of these tasks and procedures is to keep the covered equipment operating at original design performance (ODP). ENE Systems, Inc. HVAC Mechanics will examine, lubricate, adjust and calibrate all covered equipment and components including changing belts as necessary to keep equipment failures to a minimum. This work will be performed during normal working hours unless otherwise agreed.

EDDY Current Testing Filters Water Treatment Other _____

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor 20 % Discount (Straight Time or Over Time)

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week basis, holidays included.

ATTACHMENT “C” – ADDITIONAL SERVICES & PROVISIONS

DESCRIPTION OF ADDITIONAL SERVICES & COVERED EQUIPMENT

ATTACHMENT “D” – SERVICE DETAILS

HMI (HUMAN MACHINE INTERFACE) SERVICE DETAILS

Regularly scheduled maintenance will be performed annually.

An initial IT examination and inventory of each computer system will be conducted. ENE Systems, Inc. will document both the hardware and software configuration of the HMI being examined and the findings of this exam will serve as a baseline for future examinations. Unsupported software and configuration settings will be removed as necessary to facilitate the most stable environment possible for the ENE software components present on the computer being examined. On systems that pre-date our HMI tracking database, the initial IT inventory will also consist of the application of an identification tag allowing ENE Systems to track the equipment in our database.

EXAMPLE



As required the HMI's configuration or settings can be quickly retrieved from our database. ENE Systems will have remote access to this information so that technicians in the field who are troubleshooting equipment can obtain detailed, up to the minute configuration data on the equipment they are working on. All that is required for remote access to this information is an Internet connection. Anti-tampering stickers will also be affixed to the HMI's in such a way as to discourage customers from changing hardware configurations.

Once the initial IT examination/inventory has been completed on each system, the actual PM procedure will be conducted. This procedure will consist of a thorough examination of the most common points of failure for PCs and Servers. Following is a list of items that will be examined and a brief explanation of each.

PM CHECKLIST

- **EMPTY THE RECYCLE BIN** – Periodic emptying of the Windows Recycle Bin improves system performance and stability.
 - **DELETE *.TMP FILES** – Before running Scandisk or Defrag on a drive, this procedure will reduce the likelihood of errors during the scanning or defragmentation process which can help to reduce the amount of time necessary to complete the overall PM process. System performance is also improved.
 - **DELETE ALL FILES BEGINNING WITH A TILDE (~)** – These are temp files created by many programs during normal operation. However, they tend to bog down system performance and can lead to read errors when opening documents or files. They also add overhead to the scanning and defragmentation process.
 - **DELETE *.CHK FILES** – These are files created when the system encounters data corruption such as cross-linked files or clusters on the hard drive. They are generally useless and should be removed.
 - **RESET SWAP FILE** – The windows swap file often becomes heavily fragmented and/or corrupted if left on “permanent” settings (very common). Periodically resetting this to temporary, then rebooting and setting it back to permanent actually deletes the original swap file (and any corruption and fragmentation along with it) and places a fresh, new swap file on the hard disk. This improves stability and performance.
 - **SCAN HARD DISK (S) AND/OR RAID VOLUMES FOR ERRORS** – A full logical and hardware scan of the hard disk subsystem will be performed in order to ensure that disk errors are within tolerable ranges.
 - **RUN A DEFRAGMENTATION PROGRAM** – regular defragmentation of the hard disk improves performance and reduces the likelihood of data seek errors.
 - **CHECK/REMOVE BROWSER HISTORY AND CACHE FILES** – on systems connected to the Internet these files should be purged on a regular basis. This will improve performance both on and off the web, while reducing virus and malware exposure.
 - **CHECK/REMOVE WINDOWS TEMPORARY INTERNET FILES** – If the browser being used is Microsoft Internet Explorer, the contents of c:\windows\Temporary Internet Files\ should be deleted. This is another performance optimization as it speeds up downloads of graphics and other web elements.
 - **CHECK/CONFIRM BACKUPS** – If backup software is present, it will be checked for proper operation and to ensure that it is functioning as expected. Errors will be troubleshot and fixed where necessary. A test restore of a small varying group of files will be conducted in order to validate the backup itself and ensure that the system **could be** restored in the event of data loss or corruption. If backup software is **not** present, a manual backup of critical data will be collected for offsite storage. The backup method will be determined on a site by site basis and will consist of one of the following:
 - Backup of critical files to a network or internet resource such as a NAS device or cloud backup service.
 - Backup of critical files to a USB drive
 - Backup of critical files to an externally-connected SATA hard drive
- Customers who do not have an automated backup system in place will be encouraged to invest in one.
- **CHECK/RE-SEAT CONNECTIONS** – All electrical plugs, keyboard, mouse, monitor, printer, modem and any other serial, parallel, USB or network connectors will be checked and made snug. All cards inside the PC/Server will be examined and reseated as necessary.

PM CHECKLIST (continued)

- **INVENTORY** – All installed and running software and all configuration settings will be examined and compared against existing records, if any. If this is the first visit, the PC/Server's hardware, software and configuration settings will be meticulously documented using the Customer PC/Server Inventory Sheet. This will provide baseline of information to which future examination results can be compared. Tamper Control and Identification tags (see above) will be affixed to the machine discouraging unauthorized "tinkering" and enabling us to track the PC/Server in the ENE database.
- **CHECK REMOVABLE DRIVES** – CD-R, CD-RW, DVD, Zip, DAT, Floppy and any other removable media drives will be checked and tested to ensure that they are still functioning as expected. Engineers will carry most standard replacement parts with them and will seek customer authorization prior to replacing any defective parts.
- **MONITOR MAINTENANCE** – PC monitors collect dust rapidly both inside and out. Monitors will be dusted (forced air) and wiped clean with anti-static cleaner and rags.
- **ANTIVIRUS UPDATES** – If the system in being maintained is running any form of Anti-Virus software it will be updated to afford the customer the latest protection.
- **ANTIVIRUS SCANNING** – If the system being maintained is not running any form of Antivirus software a manual scan will be performed using a command line utility to ensure that the system is free of virus infestation.
- **OPERATING SYSTEM UPDATES** – Operating system updates will only be performed as recommended/approved by the Factory. Systems that are eligible for –or in need of- upgrades in the form of downloadable patches and service packs will be updated, provided the manufacturers of both the PC itself and the programs running on it approve of and/or recommend such updates. Prior to any updates being installed, the original engineer who designed the job (if available) will be consulted along with the Engineering Manager to ensure that no updates or changes will conflict with any of the existing systems, including 3rd party interfaces and devices.
- **DUST AND DEBRIS REMOVAL** – Depending on the location and conditions present in the area of the PC/Server undergoing a PM, dust removal will either be performed onsite, or the PC will be removed from the area it is physically located in and taken to a place where it can be opened up and blown out with forced air. The keyboard and mouse will also be cleaned with forced air.
- **CHECK POWER SUPPLIES** – The power supplies that the PC/Server are plugged into should be (at a minimum) 15A 120 VAC surge suppressor. These connections will be examined to ensure proper deployment. Inadequate power conditioning will be noted and appropriate recommendations made to the customer.
- **REBOOT** – All computers running any form of Windows tend to run less and less reliably as time between reboots grows. All systems examined will benefit from what may be the first reboot (in some cases) in weeks or even months. Any error conditions resulting from a reboot will be diagnosed and repaired.
- **CHECK ALL FANS** – Keeping a PC/Server cool will prolong its life. All fans will be carefully examined for signs of wear or impending failure. Suspect and defective fans will be replaced with the customer's consent.



SYSTEMS SUPPORT AGREEMENT

CUSTOMER:

City of Newport Lawton Valley Water Treatment
2154 West Main
Portsmouth, RI 02871

ENE SYSTEMS, INC.
480 NEPONSET STREET, SUITE 11D
CANTON, MA 02021

Systems Support will be provided at the following location(s):

2154 West Main Street Portsmouth

ENE Systems, Inc. agrees to provide the following Systems Support Services:

- Building Automation Systems Support Service
 - Standard
 - Comprehensive
 - HMI Hardware Comprehensive
 - Scheduled Labor Only
 - Warranty System Support Services
 - Measurement and Verification
- HVAC Equipment Systems Support Services
 - Standard
 - Comprehensive
 - Scheduled Labor Only
- Temperature Controls Systems Support Services
 - Standard
 - Comprehensive
- Additional Services and Provisions

(See Attachment "A" Level of Coverage, Attachment "B" List of Covered Equipment and Attachment "C" Additional Services and Provisions as applicable)

Terms and Payment:

This Systems Support Agreement shall begin on _____ and shall continue until _____ and then from year to year thereafter until terminated in accordance with the general conditions as stated on reverse side.

The Agreement price is Twelve Thousand Six Hundred thirty Nine Dollars (\$12,639) on an annual basis payable Quarterly in advance. Payment will be made within thirty (30) days of invoice date.

This Systems Support Agreement along with all attachments and general conditions constitutes the entire Agreement between the parties and shall become a valid contract after written signature of acceptance by both parties and credit approval by ENE Systems, Inc. This Agreement supersedes all prior presentations and Agreements not incorporated herein.

Customer:

ENE Systems, Inc.
Proposed by: Michael Brickley

By: _____

Date: January 26 2016

Signature: _____

Accepted by: _____

Title: _____

Date: _____

Title: _____

Date: _____

GENERAL CONDITIONS

1. This agreement applies only to equipment installed prior to effective date of this agreement and as described in this agreement. Normal working hours (7 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services, unless otherwise agreed to herein.
2. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non maintainable items will be eliminated from the program and the agreement price adjusted accordingly.
3. It is agreed that the customer shall provide reasonable means of access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, ENE Systems, Inc. shall be permitted to start and stop all equipment incidental to the operation of the mechanical system.
4. If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, ENE Systems, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.
5. It is agreed that the contract price shall be adjusted yearly after the initial term; such adjustments shall be consistent with ENE Systems, Inc. increases in subject contract labor and material costs. This agreement may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.
6. ENE Systems, Inc. shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused directly by a negligent act of omission or commission by ENE Systems, Inc.' agents, employees or subcontractors.
7. ENE Systems, Inc. and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by ENE Systems, Inc. impractical: strikes, fires, war, acts of God, late or non-delivery by suppliers of ENE Systems, Inc., and all other contingencies beyond the reasonable control of ENE Systems, Inc. Under no circumstances shall ENE Systems, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost profits, work stoppage, impairment of other goods or otherwise; and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall ENE Systems, Inc.'s liability exceed the purchase price paid under this contract.
8. The Customer shall pay ENE Systems, Inc., in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive of ordinary personal property taxes assessed against ENE Systems, Inc.
9. It is agreed that the customer shall assume responsibility and pay extra for all services and materials required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes.
10. The customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
11. ENE Systems, Inc. shall not be held responsible or liable whatsoever for the indoor air quality of the Customer's Facility.
12. In the event ENE Systems, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Systems, Inc., the customer shall reimburse ENE Systems, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service.
13. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Systems, Inc., at its option, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Systems, Inc. will assist the owner in replacing the equipment at an additional cost.
14. The customer is responsible for the replacement or repair of non moving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, piping, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring. The customer is also responsible for any Freon that might be required for the system.
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ATTACHMENT “A” – LEVEL OF COVERAGE BUILDING AUTOMATION SYSTEMS

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site system inspection and preventive maintenance tasks to ensure that the Building Automation System (BAS) is operating at maximum performance and reliability levels. ENE Systems, Inc. on site technicians will analyze, adjust, calibrate all applicable temperature sensors, humidity sensors, diagnostic LED's, printers, power supplies, work stations, controllers, modems, input/output points, communications, transmitters, transducers and UPS. This work will be performed during normal working hours unless agreed otherwise.

Remote Diagnostics

ENE Systems, Inc. will utilize remote desktop protocol (RDP) to communicate with Customer's Building Automation System for the purpose of system point verification, interrogating and assisting Customer's system operators with operational support and troubleshooting. ENE Systems, Inc. will access Customer's system to verify that the database is operating correctly, is reading accurately and that no values are out of range or incorrectly reading for the assumed condition. A separate IP address and/or VPN will need to be supplied and maintained by the Customer to facilitate this communication link.

Help Line

ENE Systems, Inc. will assist Customer's Building Automation System Operators with questions that may arise on the daily operation, troubleshooting or ideas to improve upon the system operation. Through the use of remote desktop protocol (RDP), ENE Systems, Inc. Control Specialists will help Customer's building operators maximize the use of the Building Automation System to improve comfort and reduce operating costs.

System Utilization Review

Through analysis of the system software, ENE Systems, Inc. will ensure that the operating logic is performing optimally. ENE Systems, Inc. will look for inaccurate sensors, outstanding system alarms, operator commands that have been entered overriding normal operation and/or deactivation of energy related control strategies. If ENE Systems, Inc. uncovers abnormal conditions, we will initiate the corrective action in accordance with the Customer's approval.

Database Backups

ENE Systems, Inc. will periodically backup the system databases, and store them in a safe place for retrieval in the event of a component or system failure. This will ensure that all changes and fine tuning of the software will be safe and protected.

SmartStruxure/Software Upgrades (System Registration)

ENE Systems, Inc. agrees to provide the Customer with the latest maintenance patch of applicable operating software and controller firmware (anything deemed “minor” revision) to ensure that the Customer's system is kept current.

Any revision deemed “major” by the manufacturer will be subject to a fee

HMI (HUMAN MACHINE INTERFACE) SERVICES

Service consists of a thorough inspection of system hardware, software and environment. It also involves performing general software maintenance on the PC such as, deleting temporary files, checking hard drives for failures, updating operating system and software (if available), as well as scanning for viruses. A hardware check is also performed to ensure that the fans and drives are working correctly and the computer is blown out with compressed air to prevent dust build-up. The last and probably most important part of the process is a backup of essential ENE Systems software and data on the system. This can lessen downtime in the event of a system failure.

For more information, please see Attachment D Service Details.

ATTACHMENT “A” – LEVEL OF COVERAGE BUILDING AUTOMATION SYSTEMS *(continued)*

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the last review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor 20 % Discount (Straight Time or Over Time)

Schneider Electric (IA Series) Materials 50 % Discount

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week on an emergency basis, holidays included.

HMI HARDWARE COVERAGE

In addition to all services offered under standard HMI Services, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered HMI Hardware.

SCHEDULED LABOR ONLY

The intent of this agreement is to provide a maximum number of hours per year to perform preventive maintenance and/or repair labor as directed by authorized customer's name personnel. Due to the quantity of equipment and the unknown quantity of customer directed service requests the scope of this agreement does not guarantee that the preventive maintenance will be performed on all covered equipment during the agreement period. Additional requested labor beyond the agreed upon hours per year will be billed at the preferred labor and material rate.

ATTACHMENT “A” – LEVEL OF COVERAGE TEMPERATURE CONTROLS

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site inspection and preventive maintenance tasks to ensure that the temperature control system (pneumatic/electric/electronic) is operating at maximum performance and reliability levels. ENE Systems, Inc. on site technicians will examine, clean and calibrate as required all thermostats, humidity controls temperature controls, pressure controls, relays valve and damper actuators and other devices directly pertaining to the automatic temperature control system. In addition, as required, change air compressor oil, lubricate control valve packing glands, damper bearings and linkages. All control valves will be inspected for proper stroke and close off. All sequences of operation will be checked and confirmed that they are performing optimally. This work will be performed during normal working hours, unless otherwise agreed.

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ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the last review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor _____% Discount (Straight Time or Over Time)

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week basis, holidays included.

ATTACHMENT “A” – LEVEL OF COVERAGE HVAC MECHANICAL EQUIPMENT

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site inspection and preventive maintenance tasks to ensure that the covered equipment is operating at maximum performance and reliability levels. The intent of these tasks and procedures is to keep the covered equipment operating at original design performance (ODP). ENE Systems, Inc. HVAC Mechanics will examine, lubricate, adjust and calibrate all covered equipment and components including changing belts as necessary to keep equipment failures to a minimum. This work will be performed during normal working hours unless otherwise agreed.

EDDY Current Testing Filters Water Treatment Other _____

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor 20 % Discount (Straight Time or Over Time)

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week basis, holidays included.

ATTACHMENT “C” – ADDITIONAL SERVICES & PROVISIONS

DESCRIPTION OF ADDITIONAL SERVICES & COVERED EQUIPMENT

ATTACHMENT “D” – SERVICE DETAILS

HMI (HUMAN MACHINE INTERFACE) SERVICE DETAILS

Regularly scheduled maintenance will be performed annually.

An initial IT examination and inventory of each computer system will be conducted. ENE Systems, Inc. will document both the hardware and software configuration of the HMI being examined and the findings of this exam will serve as a baseline for future examinations. Unsupported software and configuration settings will be removed as necessary to facilitate the most stable environment possible for the ENE software components present on the computer being examined. On systems that pre-date our HMI tracking database, the initial IT inventory will also consist of the application of an identification tag allowing ENE Systems to track the equipment in our database.

EXAMPLE



As required the HMI's configuration or settings can be quickly retrieved from our database. ENE Systems will have remote access to this information so that technicians in the field who are troubleshooting equipment can obtain detailed, up to the minute configuration data on the equipment they are working on. All that is required for remote access to this information is an Internet connection. Anti-tampering stickers will also be affixed to the HMI's in such a way as to discourage customers from changing hardware configurations.

Once the initial IT examination/inventory has been completed on each system, the actual PM procedure will be conducted. This procedure will consist of a thorough examination of the most common points of failure for PCs and Servers. Following is a list of items that will be examined and a brief explanation of each.

PM CHECKLIST

- **EMPTY THE RECYCLE BIN** – Periodic emptying of the Windows Recycle Bin improves system performance and stability.
 - **DELETE *.TMP FILES** – Before running Scandisk or Defrag on a drive, this procedure will reduce the likelihood of errors during the scanning or defragmentation process which can help to reduce the amount of time necessary to complete the overall PM process. System performance is also improved.
 - **DELETE ALL FILES BEGINNING WITH A TILDE (~)** – These are temp files created by many programs during normal operation. However, they tend to bog down system performance and can lead to read errors when opening documents or files. They also add overhead to the scanning and defragmentation process.
 - **DELETE *.CHK FILES** – These are files created when the system encounters data corruption such as cross-linked files or clusters on the hard drive. They are generally useless and should be removed.
 - **RESET SWAP FILE** – The windows swap file often becomes heavily fragmented and/or corrupted if left on “permanent” settings (very common). Periodically resetting this to temporary, then rebooting and setting it back to permanent actually deletes the original swap file (and any corruption and fragmentation along with it) and places a fresh, new swap file on the hard disk. This improves stability and performance.
 - **SCAN HARD DISK (S) AND/OR RAID VOLUMES FOR ERRORS** – A full logical and hardware scan of the hard disk subsystem will be performed in order to ensure that disk errors are within tolerable ranges.
 - **RUN A DEFRAGMENTATION PROGRAM** – regular defragmentation of the hard disk improves performance and reduces the likelihood of data seek errors.
 - **CHECK/REMOVE BROWSER HISTORY AND CACHE FILES** – on systems connected to the Internet these files should be purged on a regular basis. This will improve performance both on and off the web, while reducing virus and malware exposure.
 - **CHECK/REMOVE WINDOWS TEMPORARY INTERNET FILES** – If the browser being used is Microsoft Internet Explorer, the contents of c:\windows\Temporary Internet Files\ should be deleted. This is another performance optimization as it speeds up downloads of graphics and other web elements.
 - **CHECK/CONFIRM BACKUPS** – If backup software is present, it will be checked for proper operation and to ensure that it is functioning as expected. Errors will be troubleshot and fixed where necessary. A test restore of a small varying group of files will be conducted in order to validate the backup itself and ensure that the system **could be** restored in the event of data loss or corruption. If backup software is **not** present, a manual backup of critical data will be collected for offsite storage. The backup method will be determined on a site by site basis and will consist of one of the following:
 - Backup of critical files to a network or internet resource such as a NAS device or cloud backup service.
 - Backup of critical files to a USB drive
 - Backup of critical files to an externally-connected SATA hard drive
- Customers who do not have an automated backup system in place will be encouraged to invest in one.
- **CHECK/RE-SEAT CONNECTIONS** – All electrical plugs, keyboard, mouse, monitor, printer, modem and any other serial, parallel, USB or network connectors will be checked and made snug. All cards inside the PC/Server will be examined and reseated as necessary.

PM CHECKLIST (continued)

- **INVENTORY** – All installed and running software and all configuration settings will be examined and compared against existing records, if any. If this is the first visit, the PC/Server's hardware, software and configuration settings will be meticulously documented using the Customer PC/Server Inventory Sheet. This will provide baseline of information to which future examination results can be compared. Tamper Control and Identification tags (see above) will be affixed to the machine discouraging unauthorized "tinkering" and enabling us to track the PC/Server in the ENE database.
- **CHECK REMOVABLE DRIVES** – CD-R, CD-RW, DVD, Zip, DAT, Floppy and any other removable media drives will be checked and tested to ensure that they are still functioning as expected. Engineers will carry most standard replacement parts with them and will seek customer authorization prior to replacing any defective parts.
- **MONITOR MAINTENANCE** – PC monitors collect dust rapidly both inside and out. Monitors will be dusted (forced air) and wiped clean with anti-static cleaner and rags.
- **ANTIVIRUS UPDATES** – If the system in being maintained is running any form of Anti-Virus software it will be updated to afford the customer the latest protection.
- **ANTIVIRUS SCANNING** – If the system being maintained is not running any form of Antivirus software a manual scan will be performed using a command line utility to ensure that the system is free of virus infestation.
- **OPERATING SYSTEM UPDATES** – Operating system updates will only be performed as recommended/approved by the Factory. Systems that are eligible for –or in need of- upgrades in the form of downloadable patches and service packs will be updated, provided the manufacturers of both the PC itself and the programs running on it approve of and/or recommend such updates. Prior to any updates being installed, the original engineer who designed the job (if available) will be consulted along with the Engineering Manager to ensure that no updates or changes will conflict with any of the existing systems, including 3rd party interfaces and devices.
- **DUST AND DEBRIS REMOVAL** – Depending on the location and conditions present in the area of the PC/Server undergoing a PM, dust removal will either be performed onsite, or the PC will be removed from the area it is physically located in and taken to a place where it can be opened up and blown out with forced air. The keyboard and mouse will also be cleaned with forced air.
- **CHECK POWER SUPPLIES** – The power supplies that the PC/Server are plugged into should be (at a minimum) 15A 120 VAC surge suppressor. These connections will be examined to ensure proper deployment. Inadequate power conditioning will be noted and appropriate recommendations made to the customer.
- **REBOOT** – All computers running any form of Windows tend to run less and less reliably as time between reboots grows. All systems examined will benefit from what may be the first reboot (in some cases) in weeks or even months. Any error conditions resulting from a reboot will be diagnosed and repaired.
- **CHECK ALL FANS** – Keeping a PC/Server cool will prolong its life. All fans will be carefully examined for signs of wear or impending failure. Suspect and defective fans will be replaced with the customer's consent.



SYSTEMS SUPPORT AGREEMENT

CUSTOMER:

City of Newport Lawton Valley Water Treatment
2154 West Main
Portsmouth, RI 02871

ENE SYSTEMS, INC.
480 NEPONSET STREET, SUITE 11D
CANTON, MA 02021

Systems Support will be provided at the following location(s):

2154 West Main Street Portsmouth

ENE Systems, Inc. agrees to provide the following Systems Support Services:

- Building Automation Systems Support Service
 - Standard
 - Comprehensive
 - HMI Hardware Comprehensive
 - Scheduled Labor Only
 - Warranty System Support Services
 - Measurement and Verification
- HVAC Equipment Systems Support Services
 - Standard
 - Comprehensive
 - Scheduled Labor Only
- Temperature Controls Systems Support Services
 - Standard
 - Comprehensive
- Additional Services and Provisions

(See Attachment "A" Level of Coverage, Attachment "B" List of Covered Equipment and Attachment "C" Additional Services and Provisions as applicable)

Terms and Payment:

This Systems Support Agreement shall begin on _____ and shall continue until _____ and then from year to year thereafter until terminated in accordance with the general conditions as stated on reverse side.

The Agreement price is Five Thousand Three Hundred Ninty Seven Dollars (\$5,397.00) on an annual basis payable Quarterly in advance. Payment will be made within thirty (30) days of invoice date.

This Systems Support Agreement along with all attachments and general conditions constitutes the entire Agreement between the parties and shall become a valid contract after written signature of acceptance by both parties and credit approval by ENE Systems, Inc. This Agreement supersedes all prior presentations and Agreements not incorporated herein.

Customer:

ENE Systems, Inc.

Proposed by: Michael Brickley

By: _____

Date: January 26 2016

Signature: _____

Accepted by: _____

Title: _____

Date: _____

Title: _____

Date: _____

GENERAL CONDITIONS

1. This agreement applies only to equipment installed prior to effective date of this agreement and as described in this agreement. Normal working hours (7 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services, unless otherwise agreed to herein.
2. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non maintainable items will be eliminated from the program and the agreement price adjusted accordingly.
3. It is agreed that the customer shall provide reasonable means of access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, ENE Systems, Inc. shall be permitted to start and stop all equipment incidental to the operation of the mechanical system.
4. If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, ENE Systems, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.
5. It is agreed that the contract price shall be adjusted yearly after the initial term; such adjustments shall be consistent with ENE Systems, Inc. increases in subject contract labor and material costs. This agreement may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.
6. ENE Systems, Inc. shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused directly by a negligent act of omission or commission by ENE Systems, Inc.' agents, employees or subcontractors.
7. ENE Systems, Inc. and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by ENE Systems, Inc. impractical: strikes, fires, war, acts of God, late or non-delivery by suppliers of ENE Systems, Inc., and all other contingencies beyond the reasonable control of ENE Systems, Inc. Under no circumstances shall ENE Systems, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost profits, work stoppage, impairment of other goods or otherwise; and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall ENE Systems, Inc.'s liability exceed the purchase price paid under this contract.
8. The Customer shall pay ENE Systems, Inc., in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive of ordinary personal property taxes assessed against ENE Systems, Inc.
9. It is agreed that the customer shall assume responsibility and pay extra for all services and materials required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes.
10. The customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
11. ENE Systems, Inc. shall not be held responsible or liable whatsoever for the indoor air quality of the Customer's Facility.
12. In the event ENE Systems, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Systems, Inc., the customer shall reimburse ENE Systems, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service.
13. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Systems, Inc., at its option, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Systems, Inc. will assist the owner in replacing the equipment at an additional cost.
14. The customer is responsible for the replacement or repair of non moving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, piping, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring. The customer is also responsible for any Freon that might be required for the system.
15. Removal and/or installation of dampers and valve bodies are not covered under this Agreement. Crane service is not the responsibility of ENE Systems. However, ENE Systems, Inc. will assist the Customer in replacing such equipment at an additional cost.
16. The price quoted is valid for thirty (30) days from the proposal date. ENE Systems, Inc., at its option, reserves the right to not accept this Agreement if it is signed by the Customer after this thirty (30) day period.
17. ENE Systems, Inc. reserves the right to discontinue this Systems Support Agreement at any time, without notice, if payments as agreed to have not been received by ENE Systems, Inc.

ATTACHMENT “A” – LEVEL OF COVERAGE BUILDING AUTOMATION SYSTEMS

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site system inspection and preventive maintenance tasks to ensure that the Building Automation System (BAS) is operating at maximum performance and reliability levels. ENE Systems, Inc. on site technicians will analyze, adjust, calibrate all applicable temperature sensors, humidity sensors, diagnostic LED's, printers, power supplies, work stations, controllers, modems, input/output points, communications, transmitters, transducers and UPS. This work will be performed during normal working hours unless agreed otherwise.

Remote Diagnostics

ENE Systems, Inc. will utilize remote desktop protocol (RDP) to communicate with Customer's Building Automation System for the purpose of system point verification, interrogating and assisting Customer's system operators with operational support and troubleshooting. ENE Systems, Inc. will access Customer's system to verify that the database is operating correctly, is reading accurately and that no values are out of range or incorrectly reading for the assumed condition. A separate IP address and/or VPN will need to be supplied and maintained by the Customer to facilitate this communication link.

Help Line

ENE Systems, Inc. will assist Customer's Building Automation System Operators with questions that may arise on the daily operation, troubleshooting or ideas to improve upon the system operation. Through the use of remote desktop protocol (RDP), ENE Systems, Inc. Control Specialists will help Customer's building operators maximize the use of the Building Automation System to improve comfort and reduce operating costs.

System Utilization Review

Through analysis of the system software, ENE Systems, Inc. will ensure that the operating logic is performing optimally. ENE Systems, Inc. will look for inaccurate sensors, outstanding system alarms, operator commands that have been entered overriding normal operation and/or deactivation of energy related control strategies. If ENE Systems, Inc. uncovers abnormal conditions, we will initiate the corrective action in accordance with the Customer's approval.

Database Backups

ENE Systems, Inc. will periodically backup the system databases, and store them in a safe place for retrieval in the event of a component or system failure. This will ensure that all changes and fine tuning of the software will be safe and protected.

SmartStruxure/Software Upgrades (System Registration)

ENE Systems, Inc. agrees to provide the Customer with the latest maintenance patch of applicable operating software and controller firmware (anything deemed “minor” revision) to ensure that the Customer's system is kept current.

Any revision deemed “major” by the manufacturer will be subject to a fee

HMI (HUMAN MACHINE INTERFACE) SERVICES

Service consists of a thorough inspection of system hardware, software and environment. It also involves performing general software maintenance on the PC such as, deleting temporary files, checking hard drives for failures, updating operating system and software (if available), as well as scanning for viruses. A hardware check is also performed to ensure that the fans and drives are working correctly and the computer is blown out with compressed air to prevent dust build-up. The last and probably most important part of the process is a backup of essential ENE Systems software and data on the system. This can lessen downtime in the event of a system failure.

For more information, please see Attachment D Service Details.

ATTACHMENT “A” – LEVEL OF COVERAGE BUILDING AUTOMATION SYSTEMS *(continued)*

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the last review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

Labor 20 % Discount (Straight Time or Over Time)

Schneider Electric (IA Series) Materials 50 % Discount

Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week on an emergency basis, holidays included.

HMI HARDWARE COVERAGE

In addition to all services offered under standard HMI Services, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered HMI Hardware.

SCHEDULED LABOR ONLY

The intent of this agreement is to provide a maximum number of hours per year to perform preventive maintenance and/or repair labor as directed by authorized customer's name personnel. Due to the quantity of equipment and the unknown quantity of customer directed service requests the scope of this agreement does not guarantee that the preventive maintenance will be performed on all covered equipment during the agreement period. Additional requested labor beyond the agreed upon hours per year will be billed at the preferred labor and material rate.

ATTACHMENT “A” – LEVEL OF COVERAGE TEMPERATURE CONTROLS

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site inspection and preventive maintenance tasks to ensure that the temperature control system (pneumatic/electric/electronic) is operating at maximum performance and reliability levels. ENE Systems, Inc. on site technicians will examine, clean and calibrate as required all thermostats, humidity controls temperature controls, pressure controls, relays valve and damper actuators and other devices directly pertaining to the automatic temperature control system. In addition, as required, change air compressor oil, lubricate control valve packing glands, damper bearings and linkages. All control valves will be inspected for proper stroke and close off. All sequences of operation will be checked and confirmed that they are performing optimally. This work will be performed during normal working hours, unless otherwise agreed.

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the last review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

Preferred Labor and Materials Rates

If in the course of performing ongoing scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

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Note: ENE Systems, Inc. reserves the right to change the standard service rates at any time and without notice.

COMPREHENSIVE OFFERING

In addition to all services outlined in the standard offering, ENE Systems, Inc. will provide all labor and replacement equipment/components necessary to perform any required repairs to covered equipment. Unless otherwise agreed to, these services will be performed on a 24 hours per day, 7 days per week basis, holidays included.

ATTACHMENT “A” – LEVEL OF COVERAGE HVAC MECHANICAL EQUIPMENT

STANDARD OFFERING

Scheduled Preventive Maintenance

ENE Systems, Inc. will perform all scheduled on site inspection and preventive maintenance tasks to ensure that the covered equipment is operating at maximum performance and reliability levels. The intent of these tasks and procedures is to keep the covered equipment operating at original design performance (ODP). ENE Systems, Inc. HVAC Mechanics will examine, lubricate, adjust and calibrate all covered equipment and components including changing belts as necessary to keep equipment failures to a minimum. This work will be performed during normal working hours unless otherwise agreed.

EDDY Current Testing Filters Water Treatment Other _____

Performance Review

ENE Systems, Inc. will perform a review of the services provided within this agreement on a periodic basis to ensure Customer satisfaction. ENE Systems, Inc. and the Customer will discuss work performed since the review, answer questions pertaining to delivery and quality of service and identify opportunities to further improve performance of the equipment or systems.

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ATTACHMENT “C” – ADDITIONAL SERVICES & PROVISIONS

DESCRIPTION OF ADDITIONAL SERVICES & COVERED EQUIPMENT

ATTACHMENT “D” – SERVICE DETAILS

HMI (HUMAN MACHINE INTERFACE) SERVICE DETAILS

Regularly scheduled maintenance will be performed annually.

An initial IT examination and inventory of each computer system will be conducted. ENE Systems, Inc. will document both the hardware and software configuration of the HMI being examined and the findings of this exam will serve as a baseline for future examinations. Unsupported software and configuration settings will be removed as necessary to facilitate the most stable environment possible for the ENE software components present on the computer being examined. On systems that pre-date our HMI tracking database, the initial IT inventory will also consist of the application of an identification tag allowing ENE Systems to track the equipment in our database.

EXAMPLE



As required the HMI's configuration or settings can be quickly retrieved from our database. ENE Systems will have remote access to this information so that technicians in the field who are troubleshooting equipment can obtain detailed, up to the minute configuration data on the equipment they are working on. All that is required for remote access to this information is an Internet connection. Anti-tampering stickers will also be affixed to the HMI's in such a way as to discourage customers from changing hardware configurations.

Once the initial IT examination/inventory has been completed on each system, the actual PM procedure will be conducted. This procedure will consist of a thorough examination of the most common points of failure for PCs and Servers. Following is a list of items that will be examined and a brief explanation of each.

PM CHECKLIST

- **EMPTY THE RECYCLE BIN** – Periodic emptying of the Windows Recycle Bin improves system performance and stability.
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 - **DELETE ALL FILES BEGINNING WITH A TILDE (~)** – These are temp files created by many programs during normal operation. However, they tend to bog down system performance and can lead to read errors when opening documents or files. They also add overhead to the scanning and defragmentation process.
 - **DELETE *.CHK FILES** – These are files created when the system encounters data corruption such as cross-linked files or clusters on the hard drive. They are generally useless and should be removed.
 - **RESET SWAP FILE** – The windows swap file often becomes heavily fragmented and/or corrupted if left on “permanent” settings (very common). Periodically resetting this to temporary, then rebooting and setting it back to permanent actually deletes the original swap file (and any corruption and fragmentation along with it) and places a fresh, new swap file on the hard disk. This improves stability and performance.
 - **SCAN HARD DISK (S) AND/OR RAID VOLUMES FOR ERRORS** – A full logical and hardware scan of the hard disk subsystem will be performed in order to ensure that disk errors are within tolerable ranges.
 - **RUN A DEFRAGMENTATION PROGRAM** – regular defragmentation of the hard disk improves performance and reduces the likelihood of data seek errors.
 - **CHECK/REMOVE BROWSER HISTORY AND CACHE FILES** – on systems connected to the Internet these files should be purged on a regular basis. This will improve performance both on and off the web, while reducing virus and malware exposure.
 - **CHECK/REMOVE WINDOWS TEMPORARY INTERNET FILES** – If the browser being used is Microsoft Internet Explorer, the contents of c:\windows\Temporary Internet Files\ should be deleted. This is another performance optimization as it speeds up downloads of graphics and other web elements.
 - **CHECK/CONFIRM BACKUPS** – If backup software is present, it will be checked for proper operation and to ensure that it is functioning as expected. Errors will be troubleshot and fixed where necessary. A test restore of a small varying group of files will be conducted in order to validate the backup itself and ensure that the system **could be** restored in the event of data loss or corruption. If backup software is **not** present, a manual backup of critical data will be collected for offsite storage. The backup method will be determined on a site by site basis and will consist of one of the following:
 - Backup of critical files to a network or internet resource such as a NAS device or cloud backup service.
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- Customers who do not have an automated backup system in place will be encouraged to invest in one.
- **CHECK/RE-SEAT CONNECTIONS** – All electrical plugs, keyboard, mouse, monitor, printer, modem and any other serial, parallel, USB or network connectors will be checked and made snug. All cards inside the PC/Server will be examined and reseated as necessary.

PM CHECKLIST (continued)

- **INVENTORY** – All installed and running software and all configuration settings will be examined and compared against existing records, if any. If this is the first visit, the PC/Server's hardware, software and configuration settings will be meticulously documented using the Customer PC/Server Inventory Sheet. This will provide baseline of information to which future examination results can be compared. Tamper Control and Identification tags (see above) will be affixed to the machine discouraging unauthorized "tinkering" and enabling us to track the PC/Server in the ENE database.
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- **ANTIVIRUS SCANNING** – If the system being maintained is not running any form of Antivirus software a manual scan will be performed using a command line utility to ensure that the system is free of virus infestation.
- **OPERATING SYSTEM UPDATES** – Operating system updates will only be performed as recommended/approved by the Factory. Systems that are eligible for –or in need of- upgrades in the form of downloadable patches and service packs will be updated, provided the manufacturers of both the PC itself and the programs running on it approve of and/or recommend such updates. Prior to any updates being installed, the original engineer who designed the job (if available) will be consulted along with the Engineering Manager to ensure that no updates or changes will conflict with any of the existing systems, including 3rd party interfaces and devices.
- **DUST AND DEBRIS REMOVAL** – Depending on the location and conditions present in the area of the PC/Server undergoing a PM, dust removal will either be performed onsite, or the PC will be removed from the area it is physically located in and taken to a place where it can be opened up and blown out with forced air. The keyboard and mouse will also be cleaned with forced air.
- **CHECK POWER SUPPLIES** – The power supplies that the PC/Server are plugged into should be (at a minimum) 15A 120 VAC surge suppressor. These connections will be examined to ensure proper deployment. Inadequate power conditioning will be noted and appropriate recommendations made to the customer.
- **REBOOT** – All computers running any form of Windows tend to run less and less reliably as time between reboots grows. All systems examined will benefit from what may be the first reboot (in some cases) in weeks or even months. Any error conditions resulting from a reboot will be diagnosed and repaired.
- **CHECK ALL FANS** – Keeping a PC/Server cool will prolong its life. All fans will be carefully examined for signs of wear or impending failure. Suspect and defective fans will be replaced with the customer's consent.

COMM. 1-30: Ms. Forgue explained that the increase in chemical costs is due to additional costs at both treatment plants associated with the replacement of Granular Activated Carbon (GAC) in conventional filters at Lawton Valley and advanced treatment vessels at both facilities.

- a. Please provide the replacement schedule and cost for the replacement of the GAC filters at Lawton Valley for FY 2016, 2017 and 2018.
- b. Please provide a short description of the advanced treatment vessels, the replacement schedule for FY 2016, 2017 and 2018 at each plant, and the associated cost per unit.

Response:

- a. One GAC filter at Lawton Valley will be replaced each year starting in FY 17. In FY 17, Filter 1 will be replaced with Virgin GAC (\$88,158.4). This will establish a 'swing load' required to utilize the Calgon Carbon's custom reactivation process for municipal drinking water treatment plants. This swing load eliminates co-mingling with spent industrial carbon and NWD material is segregated. This maintains the integrity of carbon and adheres to AWWA B605 and NSF approval. The swing load allows for filter 2 to be replaced with Custom Reactivated GAC (\$50,828.8) saving \$37,329.6 in FY 18.
- b. The Advanced Treatment Process utilizes post- filter absorption vessels using GAC. The advanced treatment vessels provide NWD the ability to provide additional organics removal after conventional treatment. NWD has the ability to select the percentage of flow sent to Advanced Treatment based on source water quality and the need for disinfection byproducts (TTHM) control. Additionally, the advanced treatment vessels contactors offer the benefit of more robust control of taste and odors, particularly suitable for addressing late-summer algae blooms that occur in NWD's supply reservoirs.

The Advanced Treatment vessel replacement schedule has been developed assuming seasonal use and raw water quality consistent with historic quality. The Advanced Treatment vessel replacement schedule details one time Virgin GAC replacement and establishment of swing load. The swing load allows for vessels 2 - 6 to be replaced with Custom Reactivated GAC saving \$25,004 per vessel. If

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Advanced Treatment is used beyond the projected seasonal use and/or raw water quality is poorer than historic trends the vessel replacement schedule is subject to change.

Filter	FY 16	FY 17	FY18
Sta. #1 Vessel 1	\$65,600		
Sta. #1 Vessel 2	\$40,596		
Sta. #1 Vessel 3		\$40,596	
Sta. #1 Vessel 4		\$40,596	
Sta. #1 Vessel 5			\$40,596
Sta. #1 Vessel 6			\$40,596
LVWTP Vessel 1	\$65,600		
LVWTP Vessel 2	\$40,596		
LVWTP Vessel 3		\$40,596	
LVWTP Vessel 4		\$40,596	
LVWTP Vessel 5			\$40,596
LVWTP Vessel 6			\$40,596

Prepared by: Robert Schultz

COMM. 1-31: What is the period of service under the Direct Energy electric supply contract? What is the current kWh price for each calendar year of the contract?

Response: The period of service is from December 2014 through December 2017. It is a three year contract at a fixed price of \$0 .1045 per kWh for each calendar year of the contract.

Prepared by: William Yost

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COMM. 1-32: Please reconcile the surplus revenue figure of \$4,364 on page 34 of Mr. Smith's testimony with the surplus revenue figure of \$7,470 on HJS Schedule A-4 Revenue Proof.

Response: Please see the response to Commission Data Request 1-23.

Prepared by: Harold Smith

CERTIFICATION

I hereby certify that on February 9, 2016, I sent a copy of the within to all parties set forth on the attached Service List by electronic mail and copies to Luly Massaro, Commission Clerk, by electronic mail and regular mail.

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