

# KEOUGH + SWEENEY, LTD.

ATTORNEYS AND COUNSELORS AT LAW  
41 MENDON AVENUE  
PAWTUCKET, RHODE ISLAND 02861  
**TELEPHONE** (401) 724-3600  
**FACSIMILE** (401) 724-9909  
www.keoughsweeney.com

RAYNHAM OFFICE:  
90 NEW STATE HIGHWAY  
RAYNHAM, MA 02109  
TEL. (508) 822-2813

**JOSEPH A. KEOUGH JR.\***  
**JEROME V. SWEENEY III\***

**SEAN P. KEOUGH\***

**JEROME V. SWEENEY II**  
**OF COUNSEL**

\*ADMITTED TO PRACTICE IN  
RHODE ISLAND & MASSACHUSETTS

BOSTON OFFICE:  
171 MILK STREET  
SUITE 32  
BOSTON, MA 02109  
TEL. (617) 574-0054

August 26, 2024

*Via Email  
And First Class Mail*

Ms. Stephanie De La Rosa  
Clerk  
State of Rhode Island  
Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**RE: City of Newport, Utilities Department, Water Division – Docket 24-30-WW**

Dear Ms. De La Rosa:

Enclosed please find an original and nine copies of the following:

1. The City of Newport, Utilities Department, Water Division's response to the Rhode Island Division of Public Utilities and Carriers' Data Requests (Set 3, Responses 1 through 7 and 10 through 22).

Please note that the responses to Div. 3-7A, 8 and 9 will be provided under separate cover. Thank you for your attention to this matter.

Sincerely,



Joseph A. Keough, Jr.

Enclosures

cc: Service List (via email)

STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION  
DOCKET NO. 24-30-WW  
Response Of The City Of Newport,  
Utilities Division, Water Department  
To The State of Rhode Island  
Division Of Public Utilities And Carriers'  
Data Requests  
Set 3

**Div 3-1:** Please provide a copy of NWD's fiscal year 2024 Financial Statements (audited or unaudited). If the financial statements are not available, please provide the Trial Balance as of fiscal year-end 2024.

**Response:** Please see attached.

**Prepared by:** Robert C. Schultz, Jr.

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**  
 FUND 0015

ACCOUNT	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
1501 010010 Pooled Cash	-239,593.55	22,399,775.04	22,040,022.29	359,752.75	120,159.20
1501 011006 BoA Restricted Capital Account	1,774,255.84	2,795,645.45	3,630,704.83	-835,059.38	939,196.46
1501 011007 BoA Restricted Electricity Acc	338,737.16	707,136.96	864,302.57	-157,165.61	181,571.55
1501 011008 BoA Restricted Accrued Benefit	49,017.22	22,776.72	22,776.72	.00	49,017.22
1501 011009 BoA Restricted Chemical	313,238.69	1,231,433.34	1,449,357.86	-217,924.52	95,314.17
1501 011010 BoA Restricted Retiree Ins	286,273.76	396,387.96	225,075.98	171,311.98	457,585.74
1501 011030 Water Fund Cash Account	2,667,904.15	21,922,086.90	23,504,545.25	-1,582,458.35	1,085,445.80
1501 011090 Petty Cash	150.00	.00	.00	.00	150.00
1501 011100 Water \$31M 2013A SRF	1,984,976.85	.00	.00	.00	1,984,976.85
1501 011101 Water \$3M 2007A SRF	214,704.29	.00	.00	.00	214,704.29
1501 011102 Water \$5.9M 2008A DSRF	437,392.55	.00	.00	.00	437,392.55
1501 011103 Water \$3.3M 2009A DSRF	183,512.06	.00	.00	.00	183,512.06
1501 011104 Water \$6.640M 2011A DSRF	558,204.69	.00	.00	.00	558,204.69
1501 011105 Water \$53.1M SRF 2012A SRF	3,510,056.26	.00	.00	.00	3,510,056.26
1501 011106 PUC Water Oper & Main Res	913,295.09	55,187.56	128,321.55	-73,133.99	840,161.10
1501 011107 PUC Restricted Debt Service Ac	6,120,225.89	8,021,952.50	6,824,821.20	1,197,131.30	7,317,357.19
1501 011108 Water Bonds Debt Service	200,263.90	7,186,826.43	7,235,012.26	-48,185.83	152,078.07
1501 011109 Water \$4.131 2020A DSRF	265,546.80	.00	.00	.00	265,546.80
1501 011110 Water \$3.30M 2022	230,914.80	.00	.00	.00	230,914.80
1501 011235 User Fees Receivable	952,122.31	19,401,704.31	19,664,419.10	-262,714.79	689,407.52
1501 011240 Accounts Receivable	323,562.33	131,579.69	455,142.02	-323,562.33	.00
1501 011272 Accrued Revenues	1,595,566.64	.00	.00	.00	1,595,566.64
1501 011294 Allowance for Doubtful Account	-75,000.00	.00	.00	.00	-75,000.00
1501 011520 Chemicals Inventory	152,530.12	.00	.00	.00	152,530.12
1501 011540 Meters Inventory	74,580.46	.00	.00	.00	74,580.46
1501 011550 Materials Inventory	444,651.72	.00	.00	.00	444,651.72
1501 011701					

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**

FUND 0015

ACCOUNT ACCOUNT NAME	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
Construction in Progress	3,145,730.27	.00	.00	.00	3,145,730.27
1501 011712					
Land and Rights of way	3,594,491.24	.00	.00	.00	3,594,491.24
1501 011715					
Reservoirs	2,787,208.85	.00	.00	.00	2,787,208.85
1501 011717					
Watson Dam	11,157,157.98	.00	.00	.00	11,157,157.98
1501 011723					
Distribution Mains	37,992,352.20	1,032,618.76	.00	1,032,618.76	39,024,970.96
1501 011724					
Hydrants	704,855.64	107,405.14	.00	107,405.14	812,260.78
1501 011726					
Meters and Pits	4,432,920.92	196,722.00	.00	196,722.00	4,629,642.92
1501 011732					
Buildings and Systems/Structur	99,195,616.72	4,203.50	.00	4,203.50	99,199,820.22
1501 011744					
Machinery and Equipment	4,128,856.23	190,644.12	.00	190,644.12	4,319,500.35
1501 011745					
Pumping Machinery and Equipmen	249,815.44	.00	.00	.00	249,815.44
1501 011763					
Infrastructure	21,224,913.71	1,074,569.67	.00	1,074,569.67	22,299,483.38
1501 011780					
Vehicles	1,394,964.26	541,918.91	.00	541,918.91	1,936,883.17
1501 011790					
Accumulated Depreciation	-60,563,244.35	.00	3,447,855.22	-3,447,855.22	-64,011,099.57
1501 011799					
Accumulated Amortization Lease	-.20	.00	.00	.00	-.20
1501 011801					
Deferred Outflows - Pension	1,554,742.00	.00	.00	.00	1,554,742.00
1501 011802					
Deferred Outflows - OPEB	267,419.00	.00	.00	.00	267,419.00
1501 011920					
Leases Receivable - Long Term	1,005,122.00	.00	.00	.00	1,005,122.00
1501 020001					
Accounts Payable	-1,089,832.35	8,879,745.16	8,151,578.70	728,166.46	-361,665.89
1501 020100					
ACI Liability (P-Cards)	.00	39,980.94	49,153.25	-9,172.31	-9,172.31
1501 022008					
Retainage Payable	-61,130.60	61,130.60	.00	61,130.60	.00
1501 022012					
Accrued Compensated Absences	-589,092.11	.00	.00	.00	-589,092.11
1501 022024					
RI Sales Tax Payable	-20,082.70	278,111.32	250,433.13	27,678.19	7,595.49
1501 022028					
Custodied Payable	-41,183.06	.00	.00	.00	-41,183.06
1501 022029					
Water Resources Payable	-770.63	241,242.76	281,322.39	-40,079.63	-40,850.26
1501 022090					
Encumbrances Payable	2,858,678.28	5,165,961.40	6,755,429.18	-1,589,467.78	1,269,210.50
1501 022230					
Accrued Interest Expense	-712,996.00	.00	.00	.00	-712,996.00
1501 022250					
Accrued Payroll	-191,408.86	191,408.86	201,925.06	-10,516.20	-201,925.06

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**

FUND 0015

ACCOUNT	ACCOUNT NAME	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
1501	022671					
	Temporary Water Services Depos	-17,838.90	14,084.89	15,890.00	-1,805.11	-19,644.01
1501	022725					
	RICWFA Bonds Payable	-63,952,099.00	5,150,462.81	.00	5,150,462.81	-58,801,636.19
1501	022730					
	Net Pension Liability	-3,661,190.00	.00	.00	.00	-3,661,190.00
1501	022735					
	Net OPEB Liability	-1,809,409.00	.00	.00	.00	-1,809,409.00
1501	023010					
	Deferred Inflows - Pension	-1,394,780.00	.00	.00	.00	-1,394,780.00
1501	023011					
	Deferred Inflows - OPEB	-452,343.00	.00	.00	.00	-452,343.00
1501	023012					
	Deferred Inflows -Leases	-1,005,122.00	.00	.00	.00	-1,005,122.00
1501	031300					
	Fund Balance - Unassigned	-80,550,733.73	.00	.00	.00	-80,550,733.73
1501	033050					
	Budgetary Fund Bal	.00	6,427,052.28	192,899.52	6,234,152.76	6,234,152.76
1501	033223					
	Reserve for Encumbrances	-2,858,678.28	6,755,429.18	5,165,961.40	1,589,467.78	-1,269,210.50
1501	034444					
	Estimated Revenue	.00	19,848,942.00	.00	19,848,942.00	19,848,942.00
1501	035555					
	Appropriations	.00	192,899.52	26,275,994.28	-26,083,094.76	-26,083,094.76
15500200	045331					
	State Aid	.00	321,729.73	321,729.73	.00	.00
15500200	045345					
	Federal Aid	.00	.00	185,511.40	-185,511.40	-185,511.40
15500200	045700					
	Rental of Property	.00	29,321.60	167,876.79	-138,555.19	-138,555.19
15500200	045702					
	Restricted Investment Income	.00	.00	222,318.62	-222,318.62	-222,318.62
15500200	045703					
	Unrestricted Investment Income	.00	.00	484,639.52	-484,639.52	-484,639.52
15500200	045878					
	WPC Billing Reimbursement	.00	.00	345,772.00	-345,772.00	-345,772.00
15500200	047100					
	Sundry Billings	.00	.00	129,657.06	-129,657.06	-129,657.06
15500200	047105					
	Public Fire Protection	.00	.00	2,016,026.22	-2,016,026.22	-2,016,026.22
15500200	047107					
	Private Fire Protection	.00	.00	28,298.64	-28,298.64	-28,298.64
15500200	047109					
	Metered Water Charges	.00	313,523.19	10,468,812.42	-10,155,289.23	-10,155,289.23
15500200	047110					
	Bulk Water Charges	.00	.00	5,561,504.72	-5,561,504.72	-5,561,504.72
15500200	047125					
	Water Billing Charges	.00	.00	1,199,004.48	-1,199,004.48	-1,199,004.48
15500200	047130					
	Water Misc Revenue	.00	.00	6,172.62	-6,172.62	-6,172.62
15500200	047135					
	Water Penalty	.00	100.75	47,576.44	-47,475.69	-47,475.69
15500200	047137					

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**

FUND 0015

ACCOUNT	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
Water Quality Protection Reven 15500200 050001	.00	561.75	20,935.01	-20,373.26	-20,373.26
Salaries 15500200 050044	.00	286,594.28	31,783.61	254,810.67	254,810.67
Standby Salaries 15500200 050101	.00	20,640.00	1,920.00	18,720.00	18,720.00
Active Medical Insurance 15500200 050102	.00	16,370.07	2,432.12	13,937.95	13,937.95
Active Dental Insurance 15500200 050103	.00	2,325.78	238.51	2,087.27	2,087.27
Life Insurance 15500200 050104	.00	961.63	642.74	318.89	318.89
Payroll Taxes 15500200 050105	.00	22,281.91	2,382.03	19,899.88	19,899.88
State Defined Benefits 15500200 050106	.00	39,670.13	4,330.07	35,340.06	35,340.06
State Defined Contributions 15500200 050107	.00	1,896.77	208.03	1,688.74	1,688.74
Retiree Insurance 15500200 050109	.00	212,607.06	4,101.86	208,505.20	208,505.20
worker's Compensation 15500200 050175	.00	92,843.21	.00	92,843.21	92,843.21
Annual Leave Sell Back 15500200 050207	.00	11,276.60	959.38	10,317.22	10,317.22
Advertising 15500200 050210	.00	1,567.48	.00	1,567.48	1,567.48
Dues and Subscriptions 15500200 050212	.00	6,078.20	.00	6,078.20	6,078.20
Conferences and Training 15500200 050220	.00	7,777.33	1,110.00	6,667.33	6,667.33
Consulting Fees 15500200 050238	.00	145,025.43	.00	145,025.43	145,025.43
Postage and Delivery Expense 15500200 050239	.00	1,553.49	.00	1,553.49	1,553.49
Liability Insurance 15500200 050251	.00	49,728.89	.00	49,728.89	49,728.89
Phone and Communications 15500200 050261	.00	8,852.86	6.99	8,845.87	8,845.87
Property Taxes 15500200 050266	.00	396,847.65	.00	396,847.65	396,847.65
Legal and Admin Management Fee 15500200 050267	.00	318,524.00	.00	318,524.00	318,524.00
Computer Management Fees 15500200 050268	.00	343,175.00	.00	343,175.00	343,175.00
Mileage Reimbursement 15500200 050271	.00	4,033.98	.00	4,033.98	4,033.98
Gas and Vehicle Maintenance 15500200 050275	.00	7,757.69	.00	7,757.69	7,757.69
Repair and Maintenance Equipme 15500200 050280	.00	387.52	.00	387.52	387.52
Regulatory Expense 15500200 050281	.00	12.00	.00	12.00	12.00
Regulatory Assessment	.00	124,766.71	.00	124,766.71	124,766.71

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**

FUND 0015

ACCOUNT NAME	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
15500200 050305 Water Charges	.00	2,234.48	.00	2,234.48	2,234.48
15500200 050306 Electricity	.00	10,827.64	.00	10,827.64	10,827.64
15500200 050307 Natural Gas	.00	12,363.07	.00	12,363.07	12,363.07
15500200 050361 Office Supplies	.00	26,493.99	469.13	26,024.86	26,024.86
15500200 050422 Transfer To Equip Replacement	.00	249,474.28	249,474.28	.00	.00
15500200 050440 Capital Outlay	.00	140,153.39	140,153.39	.00	.00
15500200 050520 Severance Benefits	.00	1,954.06	.00	1,954.06	1,954.06
15500200 050950 Depreciation Expense	.00	1,305,985.84	.00	1,305,985.84	1,305,985.84
15500209 050001 Salaries	.00	430,339.17	49,218.70	381,120.47	381,120.47
15500209 050002 Overtime	.00	12,256.08	832.50	11,423.58	11,423.58
15500209 050101 Active Medical Insurance	.00	147,004.08	24,294.99	122,709.09	122,709.09
15500209 050102 Active Dental Insurance	.00	5,730.61	669.74	5,060.87	5,060.87
15500209 050103 Life Insurance	.00	1,108.05	448.45	659.60	659.60
15500209 050104 Payroll Taxes	.00	33,821.38	3,911.90	29,909.48	29,909.48
15500209 050105 State Defined Benefits	.00	86,323.88	9,813.04	76,510.84	76,510.84
15500209 050106 State Defined Contributions	.00	3,500.76	405.24	3,095.52	3,095.52
15500209 050120 Bank Fees	.00	94,711.09	829.31	93,881.78	93,881.78
15500209 050175 Annual Leave Sell Back	.00	15,925.99	3,201.91	12,724.08	12,724.08
15500209 050212 Conferences and Training	.00	1,189.70	.00	1,189.70	1,189.70
15500209 050225 Contract Services	.00	42,119.31	10,017.89	32,101.42	32,101.42
15500209 050238 Postage and Delivery Expense	.00	78,839.97	.00	78,839.97	78,839.97
15500209 050271 Gas and Vehicle Maintenance	.00	38,684.11	.00	38,684.11	38,684.11
15500209 050275 Repair and Maintenance Equipme	.00	12,924.34	12,744.60	179.74	179.74
15500209 050299 Meter Maintenance	.00	4,437.50	.00	4,437.50	4,437.50
15500209 050311 Operating Supplies	.00	6,053.26	.00	6,053.26	6,053.26
15500209 050320 Uniforms and Protective Gear	.00	4,915.29	.00	4,915.29	4,915.29
15500209 050380					

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**  
 FUND 0015

ACCOUNT NAME	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
Customer Account Supplies	.00	10,797.18	.00	10,797.18	10,797.18
15500209 050440					
Capital Outlay	.00	183,977.40	183,977.40	.00	.00
15500209 050452					
Interest Expense	.00	43,682.59	.00	43,682.59	43,682.59
15500209 050950					
Depreciation Expense	.00	150,017.90	.00	150,017.90	150,017.90
15500212 050001					
Salaries	.00	443,709.44	45,295.90	398,413.54	398,413.54
15500212 050002					
Overtime	.00	35,294.57	1,452.19	33,842.38	33,842.38
15500212 050101					
Active Medical Insurance	.00	154,395.23	24,241.50	130,153.73	130,153.73
15500212 050102					
Active Dental Insurance	.00	6,251.99	623.65	5,628.34	5,628.34
15500212 050103					
Life Insurance	.00	1,181.57	416.15	765.42	765.42
15500212 050104					
Payroll Taxes	.00	35,351.77	3,418.42	31,933.35	31,933.35
15500212 050105					
State Defined Benefits	.00	87,881.26	8,916.40	78,964.86	78,964.86
15500212 050106					
State Defined Contributions	.00	3,681.02	375.77	3,305.25	3,305.25
15500212 050271					
Gas and Vehicle Maintenance	.00	112,673.54	.00	112,673.54	112,673.54
15500212 050275					
Repair and Maintenance Equipme	.00	75,227.34	51,589.23	23,638.11	23,638.11
15500212 050277					
Reservoir Maintenance	.00	39,424.03	.00	39,424.03	39,424.03
15500212 050306					
Electricity	.00	26,040.51	.00	26,040.51	26,040.51
15500212 050311					
Operating Supplies	.00	2,859.78	1.30	2,858.48	2,858.48
15500212 050320					
Uniforms and Protective Gear	.00	5,600.78	.00	5,600.78	5,600.78
15500212 050335					
Chemicals	.00	94,798.75	.00	94,798.75	94,798.75
15500212 050440					
Capital Outlay	.00	729,919.20	729,919.20	.00	.00
15500212 050452					
Interest Expense	.00	111,745.68	.00	111,745.68	111,745.68
15500212 050950					
Depreciation Expense	.00	306,417.61	.00	306,417.61	306,417.61
15500213 050002					
Overtime	.00	8,685.75	888.00	7,797.75	7,797.75
15500213 050004					
Temporary & Seasonal Wages	.00	46,287.00	4,292.00	41,995.00	41,995.00
15500213 050005					
Permanent Part-Time	.00	5,741.69	441.67	5,300.02	5,300.02
15500213 050104					
Payroll Taxes	.00	4,644.65	430.05	4,214.60	4,214.60
15500213 050275					
Repair and Maintenance Equipme	.00	27,695.62	15,555.00	12,140.62	12,140.62

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**

FUND 0015

ACCOUNT	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
15500213 050277 Reservoir Maintenance	.00	21,046.11	.00	21,046.11	21,046.11
15500213 050306 Electricity	.00	163,654.39	.00	163,654.39	163,654.39
15500213 050311 Operating Supplies	.00	4,205.77	.00	4,205.77	4,205.77
15500213 050440 Capital outlay	.00	16,979.50	16,979.50	.00	.00
15500213 050950 Depreciation Expense	.00	31,058.58	.00	31,058.58	31,058.58
15500222 050001 Salaries	.00	712,575.95	73,058.78	639,517.17	639,517.17
15500222 050002 Overtime	.00	139,108.37	21,121.05	117,987.32	117,987.32
15500222 050003 Holiday Pay	.00	27,877.56	2,042.52	25,835.04	25,835.04
15500222 050045 Lead Plant Operator Stipend	.00	7,584.00	697.60	6,886.40	6,886.40
15500222 050101 Active Medical Insurance	.00	195,043.79	31,036.40	164,007.39	164,007.39
15500222 050102 Active Dental Insurance	.00	7,777.65	804.95	6,972.70	6,972.70
15500222 050103 Life Insurance	.00	1,718.91	712.86	1,006.05	1,006.05
15500222 050104 Payroll Taxes	.00	66,886.84	7,380.24	59,506.60	59,506.60
15500222 050105 State Defined Benefits	.00	140,672.32	14,339.75	126,332.57	126,332.57
15500222 050106 State Defined Contributions	.00	6,054.02	618.50	5,435.52	5,435.52
15500222 050175 Annual Leave Sell Back	.00	10,935.45	2,641.36	8,294.09	8,294.09
15500222 050212 Conferences and Training	.00	5,149.90	285.00	4,864.90	4,864.90
15500222 050239 Liability Insurance	.00	87,627.75	.00	87,627.75	87,627.75
15500222 050260 Rental of Equipment/Facilities	.00	1,243.71	.00	1,243.71	1,243.71
15500222 050271 Gas and Vehicle Maintenance	.00	5,372.17	.00	5,372.17	5,372.17
15500222 050275 Repair and Maintenance Equipme	.00	57,745.01	22,791.00	34,954.01	34,954.01
15500222 050306 Electricity	.00	252,133.55	.00	252,133.55	252,133.55
15500222 050307 Natural Gas	.00	54,531.06	26.59	54,504.47	54,504.47
15500222 050308 Sewer Charges	.00	102,848.01	.00	102,848.01	102,848.01
15500222 050311 Operating Supplies	.00	3,716.91	.00	3,716.91	3,716.91
15500222 050320 Uniforms and Protective Gear	.00	5,124.44	.00	5,124.44	5,124.44
15500222 050335					

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**

FUND 0015

ACCOUNT	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
Chemicals	.00	640,021.26	.00	640,021.26	640,021.26
15500222 050440					
Capital Outlay	.00	48,875.00	48,875.00	.00	.00
15500222 050452					
Interest Expense	.00	586,329.32	.00	586,329.32	586,329.32
15500222 050950					
Depreciation Expense	.00	347,961.48	.00	347,961.48	347,961.48
15500223 050001					
Salaries	.00	670,055.32	67,701.82	602,353.50	602,353.50
15500223 050002					
Overtime	.00	142,401.46	13,007.82	129,393.64	129,393.64
15500223 050003					
Holiday Pay	.00	25,987.20	1,853.49	24,133.71	24,133.71
15500223 050045					
Lead Plant Operator Stipend	.00	8,968.00	1,195.84	7,772.16	7,772.16
15500223 050101					
Active Medical Insurance	.00	219,379.83	34,170.38	185,209.45	185,209.45
15500223 050102					
Active Dental Insurance	.00	8,288.18	851.16	7,437.02	7,437.02
15500223 050103					
Life Insurance	.00	1,810.60	793.62	1,016.98	1,016.98
15500223 050104					
Payroll Taxes	.00	63,011.53	6,214.48	56,797.05	56,797.05
15500223 050105					
State Defined Benefits	.00	133,873.10	13,446.84	120,426.26	120,426.26
15500223 050106					
State Defined Contributions	.00	6,459.46	648.52	5,810.94	5,810.94
15500223 050175					
Annual Leave Sell Back	.00	4,699.64	1,092.67	3,606.97	3,606.97
15500223 050212					
Conferences and Training	.00	5,384.12	285.00	5,099.12	5,099.12
15500223 050239					
Liability Insurance	.00	81,785.90	.00	81,785.90	81,785.90
15500223 050260					
Rental of Equipment/Facilities	.00	1,151.00	.00	1,151.00	1,151.00
15500223 050271					
Gas and Vehicle Maintenance	.00	5,785.52	.00	5,785.52	5,785.52
15500223 050275					
Repair and Maintenance Equipme	.00	76,471.57	7,857.00	68,614.57	68,614.57
15500223 050306					
Electricity	.00	311,053.51	.00	311,053.51	311,053.51
15500223 050307					
Natural Gas	.00	24,216.02	.00	24,216.02	24,216.02
15500223 050308					
Sewer Charges	.00	505,820.42	.00	505,820.42	505,820.42
15500223 050311					
Operating Supplies	.00	2,520.22	.00	2,520.22	2,520.22
15500223 050320					
Uniforms and Protective Gear	.00	3,211.13	.00	3,211.13	3,211.13
15500223 050335					
Chemicals	.00	711,509.60	.00	711,509.60	711,509.60
15500223 050452					
Interest Expense	.00	1,128,403.33	.00	1,128,403.33	1,128,403.33

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**  
 FUND 0015

ACCOUNT NAME	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
15500223 050950 Depreciation Expense	.00	772,295.00	.00	772,295.00	772,295.00
15500225 050950 Depreciation Expense	.00	373.50	.00	373.50	373.50
15500235 050001 Salaries	.00	176,804.91	17,273.63	159,531.28	159,531.28
15500235 050101 Active Medical Insurance	.00	22,997.02	3,843.88	19,153.14	19,153.14
15500235 050102 Active Dental Insurance	.00	709.96	71.73	638.23	638.23
15500235 050103 Life Insurance	.00	332.30	79.42	252.88	252.88
15500235 050104 Payroll Taxes	.00	13,606.80	1,294.30	12,312.50	12,312.50
15500235 050105 State Defined Benefits	.00	35,565.41	3,464.58	32,100.83	32,100.83
15500235 050106 State Defined Contributions	.00	1,715.39	167.21	1,548.18	1,548.18
15500235 050175 Annual Leave Sell Back	.00	4,023.33	.00	4,023.33	4,023.33
15500235 050275 Repair and Maintenance Equipme	.00	7,270.98	.00	7,270.98	7,270.98
15500235 050281 Regulatory Assessment	.00	108,822.93	420.00	108,402.93	108,402.93
15500235 050339 Laboratory Supplies	.00	36,882.67	.00	36,882.67	36,882.67
15500241 050001 Salaries	.00	629,524.58	63,560.07	565,964.51	565,964.51
15500241 050002 Overtime	.00	88,372.71	6,425.48	81,947.23	81,947.23
15500241 050101 Active Medical Insurance	.00	157,723.84	31,150.27	126,573.57	126,573.57
15500241 050102 Active Dental Insurance	.00	6,319.55	660.30	5,659.25	5,659.25
15500241 050103 Life Insurance	.00	1,894.94	920.74	974.20	974.20
15500241 050104 Payroll Taxes	.00	52,549.31	5,148.11	47,401.20	47,401.20
15500241 050105 State Defined Benefits	.00	125,160.48	12,718.09	112,442.39	112,442.39
15500241 050106 State Defined Contributions	.00	4,002.02	411.21	3,590.81	3,590.81
15500241 050175 Annual Leave Sell Back	.00	1,665.76	.00	1,665.76	1,665.76
15500241 050212 Conferences and Training	.00	3,999.20	1,035.00	2,964.20	2,964.20
15500241 050225 Contract Services	.00	12,479.22	.00	12,479.22	12,479.22
15500241 050260 Rental of Equipment/Facilities	.00	1,123.00	.00	1,123.00	1,123.00
15500241 050271 Gas and Vehicle Maintenance	.00	82,593.87	10,702.95	71,890.92	71,890.92
15500241 050275					

**ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JUL TO JUN**  
 FUND 0015

ACCOUNT ACCOUNT NAME	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
Repair and Maintenance Equipme 15500241 050276	.00	33,148.43	901.86	32,246.57	32,246.57
Repair and Maintenance of Main 15500241 050296	.00	138,822.24	.00	138,822.24	138,822.24
Service Maintenance 15500241 050306	.00	46,714.61	515.97	46,198.64	46,198.64
Electricity 15500241 050311	.00	53,274.10	.00	53,274.10	53,274.10
Operating Supplies 15500241 050320	.00	9,851.53	20.98	9,830.55	9,830.55
Uniforms and Protective Gear 15500241 050440	.00	7,372.58	.00	7,372.58	7,372.58
Capital Outlay 15500241 050441	.00	1,582,265.61	1,577,315.61	4,950.00	4,950.00
RICWFA Capital Projects 15500241 050452	.00	.00	61,130.60	-61,130.60	-61,130.60
Interest Expense 15500241 050950	.00	214,388.53	.00	214,388.53	214,388.53
Depreciation Expense 15500245 050275	.00	507,529.05	.00	507,529.05	507,529.05
Repair and Maintenance Equipme 15500245 050440	.00	17,625.82	695.52	16,930.30	16,930.30
Capital Outlay 15500245 050950	.00	107,405.14	107,405.14	.00	.00
Depreciation Expense	.00	26,589.76	.00	26,589.76	26,589.76
<b>TOTALS FOR FUND 0015</b>					
Water Fund	.00	161,967,076.06	161,967,076.06	.00	.00
<b>REPORT TOTALS</b>	<b>.00</b>	<b>161,967,076.06</b>	<b>161,967,076.06</b>	<b>.00</b>	<b>.00</b>

\*\* END OF REPORT - Generated by Deborah Barrett \*\*

STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION  
DOCKET NO. 24-30-WW  
Response Of The City Of Newport,  
Utilities Division, Water Department  
To The State of Rhode Island  
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**Div. 3-2:** Please provide the actual versus budget O&M accounts variance analyses for FY 2022, FY2023 and FY2024. Please provide the explanation of variances that are 15% or greater.

**Response:** Provided along with this response is the requested data in an Excel spreadsheet entitled Div. 3-2 Attachment. Please note that providing the level of detail sought in this request is difficult for FY 2022 and FY2023. On January 1, 2023, the City of Newport switched its municipal financial software from Lawson financial software to Munis. Thus, the level of granularity for expense variances under the old Lawson software is not available. In addition, while there may be variances that exceed 15%, the actual dollar amounts are low. Finally, many of the variances are addressed in the responses to other data requests, particularly the responses herein below. If the Division still has questions on particular variances that are not explained in Newport Water's other data responses, Newport can attempt to explain these particular variances.

**Prepared by:** Robert C. Schultz, Jr.

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**Div. 3-3:** Refer to HJS Schedule A-1A, Page 2 of 84. Please explain how it is possible for the Test Year (2023) expenses under Account # 50266 (Legal & Administrative) to be the same amounts as presented in the column with the heading "Docket 4933".

**Response:** The Test Year expenses for Account # 50266 (Legal & Administrative) is the amount set forth in the Docket 4933 Revised Settlement Agreement, which was approved by the Commission in that Docket (see Order No. 23855). Thus, that is the amount paid to the City of Newport in the test year.

**Prepared by:** Harold Smith

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**Div. 3-4:** Please provide the supporting documentation, bills, invoices or other workpapers for the Test Year (2023) expenses under Account # 50266 (Legal & Administrative).

**Response:** The Test Year expenses for Account # 50266 (Legal & Administrative) is the amount set forth in the Docket 4933 Revised Settlement Agreement, which was approved by the Commission in that Docket (see Order No. 23855).

**Prepared by:** Harold Smith

STATE OF RHODE ISLAND  
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**Div. 3-5:** Please provide the formal accounting policy document, agreement or other documentation that governs the allocation of costs (or sharing of administrative services) from the City of Newport to NWD.

**Response:** Please see Newport Water's response to Comm. 1-15.

**Prepared by:** Harold Smith

**Div. 3-6:** Refer to HJS Schedule A-1A, Page 2 of 84. With respect to the expenses below, please provide the following:

- a. Please explain the nature of the expense [listed below in subpart b.] and what the percentages represent.
- b. Please provide the documentation showing the derivation of the percentages below.
  - Finance Administrative - 50%
  - Finance Administrative - 5%
  - Finance Admin - 10% Inv/Debt
  - Accounting - Wires - 5%

**Response:** a. The expenses are what are otherwise known as “city services” expenses. The City of Newport provides services to Newport Water, which is an enterprise fund of the City, so it can operate and collect revenue. If the City did not provide these services, Newport Water would have to obtain the services from an outside vendor or hire additional staff to provide the services.

Historically, the City of Newport, like other host municipalities of a regulated water utility, has provided a number of valuable services to the Water Fund. The Water Fund has no separate Board or Authority, and it needs assistance from the City’s employees to help manage its capital, debt and operating requirements. As a result, the PUC has always allowed Newport Water revenue to reimburse the City for services provided.

b. Please refer to Newport Water’s Response to Comm. 1-15.

**Prepared by:** Harold Smith

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**Div. 3-7:** Refer to the Direct Testimony of Harold J. Smith at page 11, line 27. Please explain the status of the AFSCME contract negotiation.

**Response:** At this time, no new contract has been agreed to with the Union, and while Newport Water cannot comment on negotiations, we will update this response if there are any developments that can be shared publicly, or when a contract has been agreed to by the City of Newport and AFSCME.

**Prepared by:** Robert C. Schultz, Jr.

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**Div. 3-10:** Refer to the Newport Water Rate Excel Model. Please provide the supporting documents showing the derivation of the FY 2025 Annual Leave Buyback presented in the tabs labeled as "Administration 2025"; "Customer Service 2025"; "Source Supply Island"; "Source Supply Mainland 2025"; "Station One 2025"; "Lawton Valley 2025"; "Laboratory 2025"; and "Distribution 2025".

**Response:** Various economic factors, salary adjustments, and increased age eligibility for retirement influence the annual leave buyback program. It is difficult to know how many employees will participate from year-to-year and to know what the expense will be. The annual leave buyback expense in the test year, FY2023, was \$44,940 and in FY2024 the (unaudited) expense was \$49,998.33. The total rate year amount requested of \$54,650 for all accounts is \$9,710 more than the test year and only \$4,651.67 than the (unaudited) amount for FY2024, which correlates generally to increase in salaries and wages.

**Prepared by:** Robert C. Schultz, Jr.

STATE OF RHODE ISLAND  
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**Div. 3-11:** Please explain NWD's Annual Leave Buyback policies and procedures and how it is accounted for in the financial statements.

**Response:** The Annual Leave Buyback policy is established in the City of Newport Code of Ordinances; Title 3. - PERSONNEL; Chapter 3.28. - LEAVES AND HOLIDAYS; 3.28.040. - Accrual of annual leave.; C "All full-time employees shall be entitled to sell back to the city a maximum of two hundred (200) hours to accumulated annual leave in increments of at least fifty (50) hours at a time." All expenses related to the program are accounted for under line item 50175 - Annual Leave Buyback.

**Prepared by:** Robert C. Schultz, Jr.

**Div. 3-12.** Refer to the tabs labelled as “Administration 2025”; “Customer Service 2025”; “Source Supply Island”; “Station One 2025”; “Lawton Valley 2025”; and “Distribution 2025” in the Newport Water Rate Excel Model. Each of these tabs contains employees’ salary and wages that appear to be 50% allocated to NWD.

- a. In each of the instances where the salary and wages are allocated, please identify where the remaining salary and wages are charged.
- b. Please provide any studies, analyses and other documentation showing the derivation of the allocation percentage.

**Response:** The 50% allocation was an error in the schedules. The allocation should have been 60% to Newport Water and 40% as provided for in the Docket 4933 Settlement Agreement, which was approved by the Commission. This error affects nine positions and Newport can fix this allocation in its rebuttal rate model, or if the Division prefers, Newport can provide an updated rate model now with the correct allocation.

**Prepared by:** Harold Smith

- Div. 3-13:** Refer to the “Administration 2025” tab in the Newport Water Rate Excel Model.
- a. Please provide the supporting documentation and basis of the \$4,980 (27%) increase in Standby Salaries.
  - b. For fiscal years 2023 and 2024 please identify the weekly number of employees that were assigned to Standby duties.
  - c. Please provide the supporting documentation and basis of the FY 2025 Retiree Insurance Coverage amount.
  - d. Please provide the supporting documentation and basis of the \$34,047 (41.84%) increase in Workers Compensation.
  - e. Please provide the supporting documentation and basis of the \$2,000 increase in Tuition Reimbursement.
  - f. Please provide the supporting documentation and basis of the \$48,998 (109.80%) increase in Consultant Fees.
  - g. Please provide the supporting documentation and basis of the \$826 (473.72%) increase in Postage.
  - h. Please provide the supporting documentation and basis of the \$3,334 (36.37%) increase in Telephone & Communication.
  - i. Please provide the supporting documentation and basis of the \$92,987 (20.02%) increase in Property Taxes.
  - j. Please provide the supporting documentation and basis of the \$342,020 amount for FY 2025 Data Processing (MIS).
  - k. Please provide the supporting documentation and basis of the \$1,651 (49.29%) increase in Mileage Allowance.
  - l. Please provide the supporting documentation and basis of the \$1,500 increase in Regulatory Expense.
  - m. Please provide the supporting documentation and basis of the \$5,187 increase in Regulatory Assessment.
  - n. Please provide the supporting documentation and basis of the \$2,422 amount for FY 2025 Water.

**Response:**

- a. Newport Water has three (3) standby employees per week - Distribution (1), Collections (1), and Heavy Equipment Operator (1), who must be available at all times to respond to any emergencies. These employees receive an additional one hundred twenty (\$120.00) dollars per week on top of their regular rate of pay for each week they are assigned to such duty. It is

anticipated that this rate will increase as part of union contract negotiations. As such, we used the rate of one hundred fifty (\$150) per week.

- b. As indicated in subsection a., we have three (3) standby employees per week, which results in one hundred fifty-six (156) for both 2023 and 2024.
- c. The amount established for this expense in Docket 4933 was \$384,011.04 (i.e. \$32,000.92/month x 12 = \$384,011.04/year). As set forth below, the actual amounts paid out each year have decreased. Thus, Newport Water proposes to lower the annual funding to \$273,600 (\$22,800/month x 12 = \$273,600).

<u>Fiscal Year</u>	<u>Expense</u>	<u>Docket 4933 Allowance</u>
FY2024 (projected)	\$210,421	\$384,011
FY2023	\$273,742	\$384,011
FY2022	\$332,914	\$384,011
FY2021	\$328,023	\$384,011

- d. Please see Response to Div. 2-14. The FY 2024 – 2025 Premium breakdown of \$106,617.97 and The Trust invoice are provided herein. However, this premium does not include any new or unfilled positions that may be filled.
- e. As outlined in Comm 1-5, Div. 2-13, and Div. 2-30, Newport Water has reemphasized the significance of promoting a culture that encourages employees to actively participate in professional societies, organizations, conferences, training, and tuition reimbursement. The majority of advanced licensure requires course work. In FY 2025, NWD has already incurred an expense of \$3,000.
- f. Please see the responses to COMM 1-5-b and COMM 1-7.

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- g. Please refer to the response to Div. 2-34. Out of the stated 2,500 Letters, it is estimated that approximately 1,200 would be sent by mail. The cost is expected to increase slightly to \$876.00 due to the United States Postal Service (USPS) July 14, 2024 cost increases.
- h. The Foreman Distribution & Collection, Distribution On Call, Collection On Call, and Meter Maintenance Mechanic will all be upgraded from flip phones to iPhones or equivalent devices with data. This upgrade will increase by \$17.33 per month per phone for an annual services expense total of \$9,133.08. The account covers equipment replacement, which includes the following items:
- Two iPads (\$1,250 each)
  - One iPhone (\$1,000)
  - One hotspot (\$400)
- i. The current tax payment amounts for FY2023 and 2024 are set forth below. The tax payments to Portsmouth unexpectedly decreased from FY2023 to FY 2024, and Newport does not yet have the PILOT payment amount from Middletown. Once we have this information, we will revise our rate year request.

<b>Municipality</b>	<b>2023</b>	<b>2024</b>
Little Compton	\$10,384.57	\$10,511.74
Middletown (PILOT)	\$62,183.32	Not Available
Portsmouth	\$381,490.32	\$306,365.46
Tiverton	\$13,808.53	\$14,063.37

- j. Please see the response to Comm. 1-13.
- k. The mileage allowance is used to cover two (2) FTEs who use their vehicles for work at \$2,500 each, approximately 3,623 annual miles, instead of providing a department car with the lowest annual cost for gas and vehicle

maintenance of \$5,372.17 (FY 2024 Expense), not including the capital cost for purchase. Thankfully, these FTEs agree to use personal vehicles and save the Department this expense.

- l. The regulatory expenses cover costs associated with the Consumer Confidence Report. For FY 2024, the design, printing, and shipping expenses totaled \$1,795.52. Therefore, the FY 2025 expense should be adjusted to approximately \$1,850.00.
- m. The majority (81%) of the amount in the Regulatory Assessment is the annual Assessment Invoice from the Division of Public Utilities and Carriers. In FY 2022, the actual amount was \$100,413.63 out of a total account of \$124,400.13. In FY 2023 (the test year), the amount was \$105,000.53 out of \$129,813.25. The calculation of this invoice is based on NWD's percentage of the entire State's regulated water utilities revenue and the Agency's Assessment, causing this amount to fluctuate from year to year. NWD can only base the amount on its own numbers, using the FY 2023 to FY 2022 period (See attached).
- n. The test year expense for water was \$2,015, and the unaudited FY 2024 expense was \$2,123.48. If we apply the projected Non-Residential rate increase of 22%, the adjusted expense would be \$2,590.65.

**Prepared by:** Robert C. Schultz, Jr.

2024-2025 City of Newport WC Premium Breakdown				
Class	Job Classification	Payroll	Rates	Final Contribution
0042	Landscape Gardening	\$ -	0.05343	\$ -
0106	Tree Pruning	\$ 65,243.00	0.307263	\$ 20,046.76
5506	Street or Road Repair	\$ 790,172.00	0.061993	\$ 48,985.13
6217	Landfill	\$ -	0.03944	\$ -
6836	Harbor (Harbormaster Operation)	\$ 110,330.00	0.043111	\$ 4,756.44
7380	Drivers (chauffeurs & their helpers NOC)	\$ -	0.172238	\$ -
7382	School Bus Drivers	\$ -	0.067868	\$ -
7520	Waterworks	\$ 2,827,549.00	0.044361	\$ 125,432.90
7580	Sewer Treatment Plant	\$ 821,975.00	0.036176	\$ 29,735.77
7605	Fire Alarm Installation or Repair	\$ -	0.03435	\$ -
7720	Police Personnel / Ambulance Service	\$ 900,000.00	0.05041	\$ 45,369.00
8227	Heavy Equipment Maintenance	\$ 69,356.00	0.07523	\$ 5,217.65
8391	Mechanic	\$ -	0.11881	\$ -
8742	Outside Sales	\$ -	0.00474	\$ -
8810	Clerical / Office	\$ 6,962,076.00	0.002679	\$ 18,651.40
8810	Librarians	\$ -	0.002679	\$ -
8820	Attorney	\$ -	0.00248	\$ -
8831	Animal Shelters	\$ 69,248.00	0.051821	\$ 3,588.50
8841	Nursing Home Professional Employees	\$ -	0.02557	\$ -
8868	School Professionals (Teachers)	\$ -	0.00499	\$ -
9015	Building Operations	\$ 764,024.00	0.059119	\$ 45,168.33
9033	Housing Authority	\$ -	0.041085	\$ -
9061	Club NOC & Clerical	\$ -	0.017622	\$ -
9083	Restaurant, Fast Food	\$ -	0.02833	\$ -
9101	School other or Library Maintenance	\$ -	0.062912	\$ -
9102	Parks & Recreations	\$ 1,065,852.00	0.044433	\$ 47,359.00
9402	Street / Sewer Cleaning	\$ -	0.233431	\$ -
9403	Refuse Collection	\$ -	0.185977	\$ -
9410	Municipal NOC	\$ 1,526,310.00	0.032736	\$ 49,965.28
	<b>Total</b>	<b>\$ 15,972,135.00</b>		
	Manual Premium			\$ 444,276.17
	Ex Mod			0.85
	Standard Premium			377,635
	Premium w/VD			356,398
	IOD Payroll	14,944,071		
	IOD Surcharge			84,314
	Final Premium			396,641

# INVOICE

RHODE ISLAND INTERLOCAL



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](mailto:accountsreceivable@ritrust.com)

**Bill To:**

Jim Nolan  
 City of Newport  
 Controller  
 City Hall - 43 Broadway  
 Newport RI 02840

**50% Due in 30 Days**  
**Remaining Due by Due Date**

<b>Invoice</b>	PANDC003809
<b>Date</b>	6/18/2024
<b>Page</b>	1

Purchase Order No.	Customer ID	Payment Terms	Due Date	Late Fees Assess As Of
	NEWPCITW	Net 60 W15	8/17/2024	9/1/2024
Quantity	Item Number	Description	Unit Price	Ext. Price
1.0	WC-2025	Worker's Compensation Coverage PY 2024-2025	\$396,642.00	\$396,642.00

WORKERS COMPENSATION PREMIUM FY 2024-2025

<b>Subtotal</b>	\$396,642.00
<b>Misc</b>	\$0.00
<b>Total</b>	\$396,642.00

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

## DIVISION OF PUBLIC UTILITIES AND CARRIERS

89 Jefferson Boulevard Warwick, RI 02888

Phone: (401) 941-4500 Fax: (401) 941-9248 Web: www.ripuc.ri.gov

INVOICE NUMBER: 41

INVOICE DATE: December 6, 2021

Newport Water Department  
70 Halsey Street  
Newport RI 02840

Attention: Julia Forgue

**Total Amount Due by January 1, 2022**

*Interest at the rate of 6% per annum may  
be added if invoice is not paid by the due  
date. (R.I. GL - 39-1-24)*

**ASSESSMENT INVOICE**

This invoice is in accordance with Section 39-1-23 of the  
General Laws of the State of Rhode Island.

For FY2022 - July 1, 2021 to June 30, 2022

**Company Name:**

Newport Water Department

**Assessment Amount Due:****\$100,413.63****Breakdown of Assessment Calculation**

<b><u>Item 1</u></b>	<b><u>Item 2</u></b>	<b><u>Item 3</u></b>	<b><u>Item 4</u></b>	
Utility Revenue Reported FY2020	Agency Assessment FY2022	Revenues Reported All Utilities	Amount Paid In Advance	Amount Due By January 1, 2022
<b>\$19,697,353</b>	<b>\$9,956,840</b>	<b>\$1,953,155,177</b>	<b>\$0</b>	<b>\$100,413.63</b>

**Steps for calculating the assessment**

(Item 1 / Item 3 \* Item 2) - Item 4 = Assessment Amount Due

**R.I. General Law 39-1-23. Administrative expenses - Assessment against utilities.**

The administrator shall aggregate the expenses of the division, including expenses incurred by the attorney general pursuant to 39-1-19, and expenses incurred by the commission for each upcoming fiscal year and shall apportion and assess these expenses among the state's regulated utilities based upon approved budgets .

**RECEIVED**

DEC 10 2021

**Director of Utilities  
City of Newport, RI**

**Please Make Check Payable To:**

**Rhode Island Division of Public Utilities  
Attn: Becky Harwood  
89 Jefferson Boulevard  
Warwick, Rhode Island 02888**

**STATE OF RHODE ISLAND**  
**DIVISION OF PUBLIC UTILITIES AND CARRIERS**

89 Jefferson Boulevard Warwick, RI 02888  
Phone: (401) 941-4500 Fax: (401) 941-9248 Web: www.ripuc.ri.gov

INVOICE NUMBER: 41

INVOICE DATE: December 20, 2022

Newport Water Department  
70 Halsey Street  
Newport RI 02840

**Total Amount Due by February 1, 2023**  
*Interest at the rate of 6% per annum may be added if invoice is not paid by the due date. (R.I. GL - 39-1-24)*

Attention: Robert C. Schultz, Jr.

**ASSESSMENT INVOICE**

This invoice is in accordance with Section 39-1-23 of the  
General Laws of the State of Rhode Island.  
For FY2023 - July 1, 2022 to June 30, 2023

**Company Name:**

Newport Water Department

**Assessment Amount Due:**

**\$105,000.53**

**Breakdown of Assessment Calculation**

<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>	<u>Item 4</u>	
Utility Revenue Reported FY2021	Agency Assessment FY2023	Revenues Reported All Utilities	Amount Paid In Advance	Amount Due By February 1, 2023
<b>\$19,447,927</b>	<b>\$10,729,313</b>	<b>\$1,987,255,619</b>	<b>\$0</b>	<b>\$105,000.53</b>

**Steps for calculating the assessment**

(Item 1 / Item 3 \* Item 2) - Item 4 = Assessment Amount Due

**R.I. General Law 39-1-23. Administrative expenses - Assessment against utilities.**

The administrator shall aggregate the expenses of the division, including expenses incurred by the attorney general pursuant to 39-1-19, and expenses incurred by the commission for each upcoming fiscal year and shall apportion and assess these expenses among the state's regulated utilities based upon approved budgets .

**RECEIVED**  
27 2022  
**Director of Utilities**  
**City of Newport, RI**

**Please Make Check Payable To:**

**Rhode Island Division of Public Utilities**  
**Attn: Becky Harwood**  
**89 Jefferson Boulevard**  
**Warwick, Rhode Island 02888**

Inv# 41 FY/23 \$ 105,000.53  
RI DIVISION OF PUBLIC UTILITIES  
12/20/2022 # Pages 1 FP1 DOC130S571  
P0# 23000109

STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION  
DOCKET NO. 24-30-WW  
Response Of The City Of Newport,  
Utilities Division, Water Department  
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Division Of Public Utilities And Carriers'  
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Set 3

**Div. 3-14:** Refer to the "Administration 2025" tab in the Newport Water Rate Excel Model.  
Please provide a breakdown, by cost type, for Legal & Administrative.

**Response:** Please see HJS Schedule D-17.

**Prepared by:** Harold Smith

- Div. 3-15:** Refer to the “Customer Service 2025” tab in the Newport Water Rate Excel Model.
- a. Please provide the supporting documentation and basis of the \$5,323 (120.23%) increase in seasonal shutoff Notices - Lead Service Lines.
  - b. Please provide the supporting documentation and basis of the \$5,569 increase in Bank Fees.
  - c. Please provide the supporting documentation and basis of the \$1,713 increase in Annual Leave Buyback.
  - d. Please provide the supporting documentation and basis of the \$32,363 (168.10%) increase in Support Services.
  - e. Please provide the supporting documentation and basis of the \$2,553 (131.14%) increase in Uniforms & Protective Gear.

**Response:**

- a. The 15500209 – 50002 Overtime is primarily associated with the Rules and Regulations Governing the Termination of Residential Electric, Gas, and Water Utility Service 810-RICR-10-00-1 and various aspects of the Lead Service Line Program. The Customer Service field employees are responsible for meter readings, water service inspections, backflow programs, and other water service appurtenances. They are trained and experienced in face-to-face interactions with customers and entering private property for readings or inspections. The unaudited expense for FY 2024 15500209 – 50002 Overtime was \$11,423.58, and year to date FY 2025 is \$3,583.21, which would project to \$26,618.13 for the annual expense. The Lead Service Line Program is highly dynamic and overtime is directly associated with accommodating customers' schedules, which are outside of normal business hours.
- b. Per Docket 5254 – Miscellaneous Petition to Recover Electronic Payment Fees: NWD calculates an annual true-up of the Bank Fees. FY 2023 was \$59,431, and FY 2024 annual true-up for FY 2024 was calculated as \$64,215.
- c. Please refer to Newport’s Answer to Div. 3-10.
- d. Please refer to Robert C. Schultz, Jr.'s Testimony on pages 11 and 12. Attached is updated supporting documentation from Badger and Berkone, which acquired TouchPoint.

STATE OF RHODE ISLAND  
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- e. The city contract with RI Council 94 AFSCME, AFL-CIO, Local 911 under article 16 Uniforms requires as a minimum – " furnish annual one (1) set of coveralls for each Meter Reader in the Water Department... will provide three (3) sets of uniforms to non-clerical Water Department employees in the following divisions: Collections, Distributions, and Water Meter... The Employer will provide an annual \$200 boot allowance to Utilities and Public Services employees who are required by management to wear safety shoes/boots that conform to relevant safety standards and are approved by the Department Director."

The unaudited expense for FY 2024 15500209 – 50320 Uniforms and Protective Gears amounted to \$4,915.29. The itemization provided in the rate filing remains applicable, which includes: Boot Allowance AFSCME Contract: \$200/Year; \$1,000 Uniform / Clothing; \$2,500 Safety Vests; \$250 Hi-Viz Jacket; \$1,000 Gloves, Safety Glasses, Respirator, etc. \$750; this total \$4,500.

**Prepared by:** Robert C. Schultz, Jr

INVOICE



Div. 3-15 d. Attachment

Mail all remittances to:  
 Box 88223  
 Milwaukee, WI 53288-8223

4545 W Brown Deer Rd. P.O. Box 245036  
 Milwaukee, WI 53224-9536 (414) 355-0400  
 Credit Inquiries - credit@badgermeter.com

INVOICE NUMBER	DATE
80165230	07/30/24
D-U-N-S 00-606-9710	
NET 30 DAYS	

FED I.D. #39-0143280  
 GST# 123746141

SOLD TO CUSTOMER: 11159  
 CITY OF NEWPORT  
 ACCOUNTS PAYABLE  
 43 BROADWAY  
 NEWPORT, RI 02840

SHIP TO CUSTOMER: 1  
 CITY OF NEWPORT  
 70 HALSEY ST  
 NEWPORT, RI 02840

PO 25000436

CUSTOMER PO#	SHIPPING TERMS	FREIGHT CARRIER
BADGER SERVICES	FREIGHT PREPAID	
ORDER DATE	INCO TERMS	TRACKING NUMBER
07/30/24	FCA FACTORY	
PROPOSAL #	FINAL DESTINATION	WAREHOUSE / ORDER#
	UNITED STATES	MM 1287533

LINE	PRODUCT DEFINITION	UNIT PRICE	EXTENDED PRICE USD
1	Badger Meter Item: 68886-301 Description: BEACON MBL HOSTING SERV UNIT Ordered: 14140.000 shipped: 14140.000 8446 STILES CO/HOUSE SERVICES FOR JULY 2024	0.0600	848.40
2	Badger Meter Item: 68886-104 Description: ORION CELLULAR LTE SERV UNIT Ordered: 428.000 shipped: 428.000 8446 STILES CO/HOUSE 8446 12 0 AA A4 SERVICES FOR JULY 2024	0.9000	385.20
	Sub Total		1233.60
	Total		1233.60
	BADGER SERVICES INVOICE, SALES REPRESENTATIVE # 8446		rcv - 8/9/24

This invoice is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>. Goods covered by this invoice were produced in compliance with the provisions of the Fair Labor Standards Act of 1938 as amended.

ORIGINAL INVOICE



INVOICE

Mail all remittances to:  
 Box 88223  
 Milwaukee, WI 53288-8223

4545 W Brown Deer Rd. P.O. Box 245036  
 Milwaukee, WI 53224-9536 (414) 355-0400  
 Credit Inquiries - credit@badgermeter.com

INVOICE NUMBER	DATE
80151879	02/28/24
D-U-N-S 00-606-9710	
NET 30 DAYS	

FED I.D. #39-0143280  
 GST# 123746141

SOLD TO CUSTOMER: 11159  
 CITY OF NEWPORT  
 ACCOUNTS PAYABLE  
 43 BROADWAY  
 NEWPORT, RI 02840

SHIP TO CUSTOMER: 1  
 CITY OF NEWPORT  
 70 HALSEY ST  
 NEWPORT, RI 02840

*PO 24600023*

CUSTOMER PO#	SHIPPING TERMS	FREIGHT CARRIER
BADGER SERVICES	FREIGHT PREPAID	
ORDER DATE	INCO TERMS	TRACKING NUMBER
02/28/24	FCA FACTORY	
PROPOSAL #	FINAL DESTINATION	WAREHOUSE / ORDER#
	UNITED STATES	MM 1244807

LINE	PRODUCT DEFINITION	UNIT PRICE	EXTENDED PRICE USD
1	Badger Meter Item: 68886-301 Description: BEACON MBL HOSTING SERV UNIT Ordered: 14152.000 Shipped: 14152.000 8446 STILES CO/HOUSE SERVICES FOR FEBRUARY 2024	<i>Line 1</i> 0.0500	707.60
2	Badger Meter Item: 68886-501 Description: MOBILE READ MODULE SERVICE UNITS Ordered: 12.000 Shipped: 12.000 8446 STILES CO/HOUSE 8446 12 0 AA FU SERVICE AGREEMENT FOR THE MOBILE LICENSE, FEBRUARY 2024 THROUGH JANUARY 2025	<i>Line 3</i> 200.0000	2400.00
	Sub Total		3107.60
	Total		3107.60
	BEACON SERVICES INVOICE, SALES REPRESENTATIVE # 8446		

This invoice is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>. Goods covered by this invoice were produced in compliance with the provisions of the Fair Labor Standards Act of 1938 as amended.

## CHANGE ORDER REQUEST FORM

### Change Order

Change Order Number	Change Order Date
2	5/13/2024
Client Company Name	Anticipated Start Date*
City of Newport	6/1/2024

\*If the rollout of this change order is delayed by the client, there may be an additional delay as the work is rescheduled with the BerkOne technical teams.

### Client Contact Information

Contact Name	E-mail Address
Carol Costa	ccosta@cityofnewport.com
Telephone Number	
Contacted via email	

### Reason for Change

This is for the updated rates of for City of Newport Fire and Utility bills BerkOne currently processes. This document is to confirm the extension of City of Newport's contract for a year's time. This increase will reflect pricing moving forward from 7/1/2024 to 7/1/2025. This pricing increase and information covers the cost of printing, mailing, inserting, presorting (if applicable).

### Scope of Work

BerkOne will continue the processing, printing, mailing, and inserting of City of Newport's monthly Fire and Utility bills at the newly increased pricing rate for a term of one year.

### Assumptions and Risks

Current pricing increase does not include postage. Postage amount is dependent upon USPS.

Pricing

UPDATED PRICING INCREASE FOR CONTRACT RENEWAL TO BE PROVIDED VIA QUOTE

\*\*Please note that all hours are estimated. Actual invoice may be + or - 10% of estimate.
\*\*\*Pricing is valid for 60 days from Change Order Date.

Conclusion

In accordance with the terms and conditions of the Agreement between BerkOne, Inc., ("BerkOne") and City of Newport ("CLIENT"), it is agreed that a change in the Scope of Services should take place.

As a result of change in the Scope of Services authorized in this Change Order, BerkOne shall provide such additional services under the same terms and conditions of the Agreement, subject to additional payment terms and service descriptions described herein. If any of the terms in this Change Order conflicts with the Agreement, the terms in this Change Order shall govern with respect to the services above.

Any work that is requested to be performed outside of agreed upon project timeline or outside of normal business hours will be performed at a rate of \$277.50/hour.

Acceptance Signatures

Client BerkOne, Inc. Signature Printed Name Title Date fields with handwritten entries for Carol Costa, Fiscal Analyst, 10/13/24.

# BerkOne

1530 Valley Center Parkway  
Bethlehem, PA 18017  
Website: [BerkOne.com](http://BerkOne.com)



## City of Newport Utility Print/Mail

<b>Prepared By:</b> Haidenne Bui hbui@berkone.com	<b>Prepared For:</b> Carol Costa ccosta@cityofnewport.com City of Newport 43 BROADWAY NEWPORT RI 02840 USA	<b>Quote Information:</b> Quote #: Q-01430-3 Quote Date: 5/13/2024 Quote Expiration: 5/27/2024
---	---	---

### Printing

DESCRIPTION	UNIT PRICE	QTY	EXTENDED
Print: Bills - Fire	\$0.1170	0	\$0.00
Print: Bills - Utility	\$0.1170	0	\$0.00
<b>Printing TOTAL:</b>			\$0.00

### Other Services

DESCRIPTION	UNIT PRICE	QTY	EXTENDED
Address Services: CASS & Presort	\$0.0280	0	\$0.00
<b>Other Services TOTAL:</b>			\$0.00

<b>TOTAL:</b>	\$0.00
---------------	--------

### Comments

Price may be subject to an annual price adjustment.

### Terms & Conditions

This is not an invoice. An invoice will follow with terms of Net 30. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature:

Name:

Carol Costa

Title:

Fin'l Analyst



www.BerkOne.com

Invoice questions?  
Please call 610-954-9575, option 2

Invoice Date: March 31, 2024  
Invoice No: 24030390  
Account No: City of Newport  
PO #:

Terms: Net 30. 1.5% Per Month Late Charge

Email:  
ccosta@CityofNewport.com  
accountspayable@cityofnewport.com

**To:**  
City of Newport  
43 Broadway  
Newport, RI 02840

Description	Pieces	Rate	Amount
Bills - Utility	14,382.0000	\$0.0970	\$1,395.05
Postage			\$6,264.39
Postage CASS Presort	14,382.0000	\$0.0260	\$373.93
Invoice Total:			\$8,033.37
Total Due:			\$8,033.37

Keep Upper Portion for Your Records

Remittance Stub

City of Newport

Invoice Date: March 31, 2024  
Invoice No: 24030390  
Account No: City of Newport  
PO #:

Make all checks payable to:



Accounting Department  
1883 Jury Road  
Pen Argyl, PA 18072

Total Due:	\$8,033.37
Amount Paid:	\$

110035130000390032400000&03337

**Div. 3-16:** Refer to the "Source Supply Island" 2025 tab in the Newport Water Rate Excel Model.

- a. Please provide the supporting documentation and basis of the \$11,842 increase in Gas/Vehicle Maintenance.
- b. Please provide the supporting documentation and basis of the \$47,500 FY 2025 Reservoir Maintenance expense.
- c. Please provide the supporting documentation and basis of the \$3,522 (129.61%) increase in Operating Supplies.
- d. Please provide the supporting documentation and basis of the \$2,466 (124.32%) increase in Uniforms & Protective Gear.

**Response:**

- a. Currently, fifteen contract vehicles (15) and numerous non-contract maintenance or outdoor power equipment use gas within this account. The unaudited FY 2024 15500212 – 50271 Gas and Vehicle Maintenance expense was \$112,673.54.
- b. The raw water supply system comprises nine reservoirs, seven of which are located on Aquidneck Island under the Source of Supply Island and the remaining two in Little Compton and Tiverton under the Source and Supply Mainland.

The Watson Dam, constructed in 1960, is the most recent addition. Newport has been dealing with underinvestment and deferred maintenance issues for some time now. It is crucial to address these concerns promptly to prevent further deterioration. Failure to do so will result in increased deterioration, necessitating more extensive capital investment than what is already required.

Please note that RipRap is ordered in 100-ton batches at an expense of \$3,500, and AquaBlok is ordered by the tractor trailer load at an approximate expense of \$11,277.76.

- c. Please refer to Newport's Answer to Div. 2-30.
- d. The city contract with RI Council 94 AFSCME, AFL-CIO, Local 911 under article 16 Uniforms requires a minimum "will provide three (3) sets of uniforms to non-clerical Water Department employees in the following divisions: Collections, Distributions, and Water Meter... The Employer will provide an annual \$200 boot

STATE OF RHODE ISLAND  
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allowance to Utilities and Public Services employees who are required by management to wear safety shoes/boots that conform to relevant safety standards and are approved by the Department Director."

The unaudited FY 2024 expense for 15500212 – 50320 Uniforms and Protective Gears amounted to \$5,600.78, which is higher than the rate year request of \$4,450.

**Prepared by:** Robert C. Schultz, Jr.

- Div. 3-17:** Refer to the "Source Supply Mainland 2025" tab in the Newport Water Rate Excel Model.
- a. Please provide the supporting documentation and basis of the \$12,500 in Overtime expense.
  - b. Please explain how there can be overtime charges but no salary and wages related to regular hours.
  - c. Please provide the supporting documentation and basis of the \$10,925 (210.10%) increase in Permanent Part time.
  - d. Please provide the supporting documentation showing how the permanent part-time amount of \$1,075 was derived.
  - e. Please provide the supporting documentation and basis of the \$7,213 FY 2025 Reservoir Maintenance Expense.

**Response:**

- a. It is anticipated that there will be a need for increased use of mainland supplies, as was experienced during the test year. The actual expenditure was rounded from \$11,871 to \$12,000.
- b. There are no regular, full-time staff members assigned to this account, so any work done is considered overtime.
- c. According to the Newport, Rhode Island Code of Ordinances, Title 3—Personnel, Chapter 3.16—Pay Plan, Salaried Employees, the Water Caretaker receives an annual salary of \$13,100, and an on-call caretaker earns \$5,300 per year. This brings the total to \$18,400. As a result, the line item is underfunded by \$2,275.00.
- d. The notes section, including "12 months @ \$1,075," is a holdover from Docket 4933 and should be disregarded. It is not applicable to the current rate case.
- e. Please see the Div. 3-16 b response for supporting material. The following itemization illustrates the typical projected expenses.

STATE OF RHODE ISLAND  
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AquaNeat	\$1,123.75
H Watson Dam Toe Drain Jetting	\$1,600
USDA: Depredation Activities	\$2,540
RipRap	\$1,400
AquaBlok	\$2,879.16
Misc. Seed Mix	\$711
50/50 Loam – Compost Mix	\$1,224
Misc.	\$522.09
	\$12,000.00

**Prepared by:** Robert C. Schultz, Jr.

**Div. 3-18:** With respect to Source Supply Mainland, please explain whether NWD has studied or considered a full-time employee instead of permanent part-time employees and overtime costs.

**Response:** NWD has not conducted a comprehensive study comparing the costs of employing a full-time employee versus employing permanent part-time employees and paying for overtime. Based on the current request, the total expenses would be slightly higher when adding one (1) full-time employee, considering only salary and benefits and excluding any additional costs such as uniforms, safety gear, and vehicle expenses. Additionally, one FTE would not wholly eliminate overtime expenses. NWD is willing to conduct such a study if the Division deems it necessary and sufficient funding is provided.

**Prepared by:** Robert C. Schultz, Jr.

**Div. 3-19:** Refer to the "Station One 2025" tab in the Newport Water Rate Excel Model.

- a. Please provide the supporting documentation and basis of the \$150,000 in Overtime expense.
- b. Please provide the supporting documentation and basis of the \$23,959 (15.89%) increase in Holiday Pay.
- c. Please provide the supporting documentation and basis of the \$12,480 for the FY2025 Lead Plant Operator Stipend.
- d. Please provide the supporting documentation and basis of the \$43,309 (25.06%) decrease in Sewer charges.
- e. Please provide the supporting documentation and basis of the \$5,449 (118.27%) increase FY 2025 Gas/Vehicle Maintenance.
- f. Please provide the supporting documentation and basis of the \$9,893 (193.74%) increase in Operating Supplies.
- g. Please provide the supporting documentation and basis of the \$7,043 (137.93%) increase in Uniforms & Protective Gear.

**Response:**

- a. Newport runs two water treatment plants with three shifts at each plant each day. This equates to six shifts per day and 2,190 shifts per year. Each shift requires two operators – one must have a T3 license and the other may have a T3, T2 or T1 license. Newport currently has thirteen T3 licensed operators, one T2 operator and one T1 operator. These 15 operators must cover the 2,190 shifts per year. This makes no allowance for vacation, sick, personal time, vacancies, or projects that require additional staffing. Thus, overtime must often be used to cover these shifts. Per the union contract, overtime is staffed on a rotating basis with seniority preference. Operator pay ranges from \$33.69 to \$44.78, which accommodates approximately 20% shift coverage for vacation, sick leave, personal time, vacancies, or special projects.
- b. Juneteenth was added as a holiday in 2024 and the FY2024 actual expense for Holiday Pay was \$25,835.04.
- c. The Lead Plant Operator Stipend is unchanged from Docket 4933, with three (3) Lead Operators per plant per week at \$80, totaling \$12,480.
- d. Please note that the Sewer Charge *increase* by \$43,309 (25.06%). Please

see NWD's response to Comm 1-5 e for an explanation of the anticipated increase.

- e. The Laboratory Account (15-500-2235) does not have a 50271 Gas/Vehicle Maintenance line item and the Laboratory staff and Station One Staff share a vehicle. So this increase accounts for Laboratory staff also using the vehicle.
- f. The expenses for this line item demonstrate the difficulty in setting rates for a future rate year. While we try to set rates to cover expenses, we have no control over unpredicted increases to those expenses. The itemization below shows examples of the estimates upon which the rate year was based and the current pricing.

Operating Supplies Details	2025 Rate Filing	Current Pricing
Valves	\$2,350.00	\$3,351.89
Piping	\$500.00	\$613.00
Tools	\$500.00	\$750.00
Mechanical Seals & Packing	\$500.00	\$5,295.00
Analytical Analyzer Reagents	\$2,830.00	\$3,740.86
Analyzer probe Salt bridges, Cell Solution, Grit Filters	\$669.00	\$2,609.00
Fluoride Feeder Filter Pack	\$364.00	\$2,526.83
Roll towels, bathroom tissue	\$250.00	\$573.57
Cleaning supplies	\$475.00	\$581.24
Chemical Transfer Pumps	\$2,050.00	\$3,116.60
CLO2 Generator Maintenance Kit & Filters	\$924.00	\$2,500.00
Generator Fuel	\$2,708.00	\$3,479.06
Misc.	\$880.00	\$1,000.00
<b>Total</b>	<b>\$15,000.00</b>	<b>\$30,137.05</b>

- g. The itemization below are examples and may vary.

STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION  
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Set 3

		<u>\$12,150</u>
Boot Allowance	AFSCME Contract \$200/Year	\$2,000
Uniform / Clothing		\$5,500
Hi Viz Jackets, Rain Gear, and Safety Vests		\$2,200
Gloves, Safety Glasses, Respirator, etc.		\$1,200
Coveralls, Chemical Protection		\$1,000
Work Lights, Misc.		\$250

**Prepared by:** Robert C. Schultz, Jr.

**Div. 3-20:** Refer to the "Lawton Valley 2025" tab in the Newport Water Rate Excel Model.

- a. Please provide the supporting documentation and basis of the \$150,000 in Overtime expense.
- b. Please provide the supporting documentation and basis of the \$22,500 (11.86%) increase in Holiday Pay.
- c. Please provide the supporting documentation and basis of the \$12,480 (67.26%) increase in Lead Plant Operator Stipend.
- d. Please provide the supporting documentation and basis of the \$121,625 (25.00%) increase in Sewer charges.
- e. Please provide the supporting documentation and basis of the \$4,683 (87.17%) increase FY 2025 Maintenance (Acct. 50271).
- f. Please provide the supporting documentation and basis of the \$22,179 (23.85%) increase FY 2025 Maintenance (Acct. 50275).
- g. Please provide the supporting documentation and basis of the \$12,386 (358.40%) increase in Operating Supplies.
- h. Please provide the supporting documentation and basis of the \$10,935 (1209.58%) increase in Protective Gear.

**Response:**

- a. Please see the response to DIV 3-19 a.
- b. Please see the response to DIV 3-19 b.
- c. Please see the response to DIV 3-19 c.
- d. Please see the response to DIV 3-19 d. Additionally, we have eliminated wash water recycling during poor raw water conditions, and that increases residuals that have to be disposed of, which in turn increases sewer charges.
- e. Please see the response to DIV 3-19 e.
- f. Industry standards require tank inspection every five years. However, over the past few years, raw water and overall treatability issues have necessitated that we complete interim inspections via Remotely Operated Vehicles (ROV) yearly. Of particular concern is the buildup of

manganese deposits and films, which has resulted in an increased annual cost of \$5,600.

The SCADA capital project had been deferred, resulting in an increased need for repair and maintenance. A particular area that has minimal contractors available is fiber optic lines. The lines connecting the raw water and recycle pump station have been impacted by varmints and water intrusion. While spot repairs have been made on the conduit or other failed areas and fiber spliced, these will continue to have reliability issues until complete replacement. In FY 2024, the unplanned expense associated with the fiber network was \$5,559.10.

The fluoride system also requires increased repair and maintenance. The needs are associated with changes in the supply chain since the treatment plants were designed and constructed, and there is no longer an American supply; now, the source of Sodium fluorosilicate is Asia. The issues we are facing are related to the variable chemical consistency of the water and the limitations of our existing equipment. As a result, we routinely have to repair or replace pumps, feed systems, and chemical lines for an order of magnitude-cost of \$5,500.

The chlorine dioxide system's annual maintenance and service contract costs approximately \$5,000 to \$6,000. Unlike the previous vendor, PureLine is the only vendor that can provide this service.

- g. The expenses for this line item demonstrate the difficulty in setting rates for a future rate year. While we try to set rates to cover expenses, we have no control over unpredicted increases to those expenses. The itemization below shows examples of the estimates upon which the rate year was based and the current pricing.

STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION  
DOCKET NO. 24-30-WW  
Response Of The City Of Newport,  
Utilities Division, Water Department  
To The State of Rhode Island  
Division Of Public Utilities And Carriers'  
Data Requests  
Set 3

<b>Operating Supplies Details</b>	<b>2025 Rate Filing</b>	<b>Current Pricing</b>
Valves	\$2,000.00	\$ 3,351.89
Piping	\$500.00	\$ 613.00
Tools	\$500.00	\$ 750.00
Mechanical Seals & Packing	\$500.00	\$ 5,295.00
Analytical Analyzer Reagents	\$2,830.00	\$ 4,740.86
Analyzer probe Salt bridges, Cell Solution, Grit Filters	\$669.00	\$ 2,609.00
Fluoride Feeder Filter Pack	\$364.00	\$ 2,526.83
Roll towels, bathroom tissue	\$250.00	\$ 573.57
Cleaning supplies'	\$475.00	\$ 581.24
Chemical Transfer Pumps	\$2,050.00	\$ 3,116.60
CLO2 Generator Maintenance Kit & Filters	\$924.00	\$ 2,500.00
Generator Fuel	\$440.00	\$ 3,479.06
Misc.	\$884.00	\$ 1,000.00
<b>Total</b>	<b>\$12,386.00</b>	<b>\$31,137.05</b>

h. Please see the response to DIV 3-19 c. and associated information. The test year for this account was an anomaly. The itemization below and the associated supporting documentation are examples and may vary.

		<u>\$10,934</u>
Boot Allowance	AFSCME Contract \$200/Year	\$1,800
Uniform / Clothing		\$4,950
Hi Viz Jackets, Rain Gear, and Safety Vests		\$1,980
Gloves, Safety Glasses, Respirator, etc.		\$1,080
Coveralls, Chemical Protection		\$900
Work Lights, Misc.		\$225

**Prepared by:** Robert C. Schultz, Jr.

**Div. 3-21:** Refer to the "Laboratory 2025" tab in the Newport Water Rate Excel Model.

- a. Please identify what the "Benefits on Annual leave buyback" are.
- b. Please explain the cause of the 51.73% increase in Regulatory Assessments.
- c. Please provide a schedule of the current Regulatory Assessment fees.
- d. Please provide the supporting documentation and basis of the \$36,601 (87.42%) increase FY 2025 Laboratory Supplies.
- e. With respect to FY 2025, please provide the unit costs and quantities used to derive the Laboratory Supplies expense.
- f. For FY 2022, FY 2023 and FY 2024, please provide the unit costs and quantities used to derive the Laboratory Supplies expense for those fiscal years.

**Response:**

- a. Please see response to Div. 3-11.
- b. As noted in my direct testimony, "The expenses for (Laboratory) Regulatory Assessment have increased due to price increases and the need for more sampling and supplies. The majority of the increase is associated with per- and polyfluoroalkyl substances (PFAS) sampling." HJS Schedule D-13, Expense Detail - Laboratory itemizes the 50281 Regulatory Assessment expenses, which include PFAS/PFOA \$11,375.00, PFAS Field blanks S \$11,375.00, and disposal \$4,116.00. The remaining \$5,602 increase is for other regulatory testing. It should be noted that the unaudited expenditure for 2024 was \$108,402.93.
- c. The "schedule" of the individual components for the Laboratory Regulatory Assessment fees are set forth in Laboratory 2025 tab of Newport's Excel Model at lines 32-51.
- d. It may be an oversimplification, but two factors are driving the increase in costs:

**More tests requiring more supplies:** This leads to higher overall costs. We have provided the most recently updated itemization to Newport

STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION  
DOCKET NO. 24-30-WW  
Response Of The City Of Newport,  
Utilities Division, Water Department  
To The State of Rhode Island  
Division Of Public Utilities And Carriers'  
Data Requests  
Set 3

Water - FY 2025 Rate Filing HJS Schedule D-13 Expense Detail -  
Laboratory, 50339 Laboratory Supplies, including the unit cost in  
quantities in Div. 3-21 e.

**Equipment running 24/7/365:** This results in wear and tear, necessitating  
more frequent replacements.

NWD has also included some supporting documentation attached herein.

- e. Please see the attached including FY 2025 Laboratory Supplies expense  
with unit cost and quantities.
- f. Please see NWD's response to Div. 3-2. Refer to Div. 3-21 b, c, d, and e  
relating to the Laboratory expenses.

**Prepared by:** Robert C. Schultz, Jr

50339 Laboratory Supplies				
Vendor	Item Description	QTY	Unit Cost	Total Cost
Wilkem Scientific	LMILZRQVP3US DIRECT Q3 UV S. KIT	2	\$9,315.00	\$18,630.00
Wilkem Scientific	LORVSTAR40B2 VERSA STAR KIT 2 PH/ISE MODULES METER KIT	2	\$3,196.00	\$6,392.00
Wilkem Scientific	LOVIBOND 25ML FREE CHLORINE DPD	27	\$211.74	\$5,716.98
Wilkem Scientific	LOVIBOND 25ML TOTAL CHLORINE DPD	27	\$213.61	\$5,767.47
Wilkem Scientific	LOVISTAR PH/ISE MODULE	2	\$1,241.00	\$2,482.00
Wilkem Scientific	LOVIBOND 10ML FREE CHLORINE DPD	12	\$185.73	\$2,228.76
Wilkem Scientific	FLUORIDE ELECTRODE	2	\$926.50	\$1,853.00
Wilkem Scientific	LOR927007MD TEMP PROB	2	\$424.15	\$848.30
Wilkem Scientific	SMARTPAK DQ3	1	\$836.10	\$836.10
Wilkem Scientific	LBD326895 BD ALCOHOL WIPES	10	\$80.00	\$800.00
Wilkem Scientific	22451002 FLUORIDE STD 2PPM	8	\$97.75	\$782.00
Wilkem Scientific	22451001 FLUORIDE STANDARD 1PPM	8	\$97.75	\$782.00
Wilkem Scientific	21257515 TISAB	4	\$167.45	\$669.80
Wilkem Scientific	LOR9107BNMD PH ELECTRODE	2	\$312.80	\$625.60
Wilkem Scientific	MILLIPAK EXPRESS 40	2	\$263.70	\$527.40
Wilkem Scientific	LC148802 GLYCINE	10	\$48.96	\$489.60
Wilkem Scientific	FILTER PAPER LABBEST GRADE 613	8	\$56.43	\$451.44
Wilkem Scientific	LSNI-Q-10 QUARTZ VIAL	2	\$210.00	\$420.00
Wilkem Scientific	SPCUVT-60020 LAMP UV254	2	\$200.00	\$400.00
Wilkem Scientific	WRI1601-1 PH 10	4	\$84.55	\$338.20
Wilkem Scientific	SPC2980500 GEL CHECK STD	1	\$329.00	\$329.00
Wilkem Scientific	LC140201 ELECTRODE STORAGE SOLUTION	10	\$32.37	\$323.70
Wilkem Scientific	VARIO PAN LOB 530632	4	\$77.10	\$308.40
Wilkem Scientific	VARIO ALKALINE CYANIDE LOB 530622	4	\$76.84	\$307.36
Wilkem Scientific	EC 2000 ZERO STANDARD 135059	4	\$70.13	\$280.52
Wilkem Scientific	EC 2000 VALIDATION STANDARD	2	\$130.14	\$260.28
Wilkem Scientific	SPORE STRIPS SPC1195J95	1	\$250.00	\$250.00
Wilkem Scientific	LOR90061 OPTIMUM RESULTS A	2	\$124.10	\$248.20
Wilkem Scientific	LGB137035 1 ML PIPETS	1	\$243.85	\$243.85
Wilkem Scientific	WRI1501-1 PH 4	4	\$85.60	\$242.40
Wilkem Scientific	WRI1551-1 PH 7	4	\$85.60	\$242.40
Wilkem Scientific	LBB1221030 AGAR	4	\$51.85	\$207.40
Wilkem Scientific	VARIO ASCORBIC ACID LOB 541100	8	\$25.76	\$206.08
Wilkem Scientific	LHDK82 TRYPTIC SOY	2	\$90.00	\$180.00
Wilkem Scientific	LC226001 SILVER NITRATE	4	\$35.22	\$140.88
Wilkem Scientific	LOR700012 ALKALINITY STD	1	\$117.30	\$117.30
Wilkem Scientific	12206605 PETRI PLATES	1	\$115.00	\$115.00
Wilkem Scientific	LC256604 SULFURIC ACID	2	\$56.51	\$113.02
Wilkem Scientific	VARIO IRON LOB 530560	4	\$25.59	\$102.36
Wilkem Scientific	LC138502 EDTA TITRANT	4	\$27.66	\$110.64
Wilkem Scientific	LC188501 POTASSIUM CHROMATE	4	\$26.42	\$105.68
Wilkem Scientific	WRI5887.2-16 Potassium Chloride Conductivity Standard, 147 $\mu$ S/cm	1	\$94.78	\$94.78
Wilkem Scientific	21251102 FLUORIDE STD 100 PPM	1	\$88.40	\$88.40
Wilkem Scientific	LC146352 FLUORIDE STD 5.0 PPM	1	\$70.85	\$70.85
Wilkem Scientific	LC146201 FLUORIDE STD 1.0 PPM	1	\$58.53	\$58.53
Wilkem Scientific	LC146101 FLUORIDE STD 0.5 PPM	1	\$51.23	\$51.23
Wilkem Scientific	WRI2236.52-16 1413 US/CM STANDARD	1	\$33.92	\$33.92
Hach	HACH DR 6000 SPECTROPHOTOMETER	1	\$13,802.00	\$13,802.00
Hach	LIGHTDECK HACH ALGAL TOXIN TEST	1	\$653.00	\$653.00
Hach	HACH HARDNESS QUALITY CONTROL 2833449 500ML	3	\$82.35	\$247.05
Hach	HACH COPPER REAGENT SET 2242700	2	\$249.00	\$500.00
Hach	HACH STABLCAL TURBIDITY STANDARD SET LZ835	2	\$739.00	\$1,478.00
Hach	HACH SAMPLE VIALS FOR TU5200 LZV946	4	\$83.35	\$333.40
Hach	9459500 QBD 1200 CALIBRATION SOLUTION	1	\$337.00	\$337.00
Hach	HACH STABLCAL 0.30 NTU 2697953	1	\$280.00	\$280.00
Hach	HACH HARDNESS 2 SOLUTION	2	\$47.65	\$95.30
Hach	9459400 ONE REAGENT SOLUTION	1	\$647.00	\$647.00
Aquaphoenix Scientific	KEMIO, DISINFECTION SOFT CASE KIT KEM510DIS	1	\$2,992.21	\$2,992.21

## Div. 3-21 e. Attachment

Aquaphoenix Scientific	Kemio Sensors 25 CDX 500/PK	5	\$596.16	\$2,980.80
Aquaphoenix Scientific	PT547 CR2 REAGENT	8	\$34.46	\$275.68
Aquaphoenix Scientific	PT549 GLYCINE REAGENT	8	\$33.90	\$271.20
Aquaphoenix Scientific	PT546 CR1 REAGENT	8	\$44.07	\$352.56
IDEXX	STERILE PIPETS 1ML	10	\$29.00	\$290.00
			Total	\$81,408.03


**AquaPhoenix**  
 S C I E N T I F I C

# Quote - Q24081297

**ADDRESS**

AquaPhoenix Scientific PA  
 Attn:  
 860 GITTS RUN RD  
 Hanover, PA 17331  
 1 (717) 632-1291  
 quotes@aquaphoenixsci.com

<b>Date</b>	<b>08/23/2024</b>
<b>Quote No.</b>	<b>Q24081297</b>
<b>Expiration Date</b>	<b>9/22/2024</b>

**TO**

Customer Acct. C4664  
 City Of Newport - Water Division  
 Requested by: Matt

Item	Description	HAZ Info	Qty	Unit Price	Price
KEM25CDX	Kemio Sensors, Chlorine Dioxide & Chlorite, 500pk Chlorine Dioxide 0.02-50mg/L Chlorite 0.92-50mg/L	N	5	596.16	2,980.80
PT546	CR-1 Reagent, 25mL for chlorite determination	N	8	44.07	352.56
PT547	CR-2 Reagent, 25mL for chlorite determination	S	8	34.46	275.68
PT549	Glycine Reagent, 25mL	N	8	33.90	271.20
KEMS10DIS	Kemio, Disinfection, Soft Case Kit	MSD	1	2,992.21	2,992.21

**Terms and Conditions:**

Please reference quote number when placing order and confirm pricing on order acknowledgement upon receipt. Shipping is additional unless otherwise noted. A processing and handling fee will be applied to all collect shipments. Due to market fluctuations, pricing may vary. Prepayment may be required for large orders. For our Terms and Conditions visit: [www.aquaphoenixsci.com/terms-and-conditions](http://www.aquaphoenixsci.com/terms-and-conditions)

**TOTAL: \$6,872.45 USD**

Payment Terms: NET30  
 30 Days  
 FOB: Hanover, PA

Quotation Prepared By: Kendra

**THANK YOU FOR YOUR BUSINESS!**



Be Right™

# Quotation

**Quote Number: 101044521v2**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 05/08/24

Quote Expiration: 07/07/24

CITY OF NEWPORT  
43 BROADWAY  
NEWPORT, RI 02840-2746

Name: Matthew Miller  
Phone: 410-845-5828  
Email: mmiller@cityofnewport.com

Customer Account Number : 004484

Sales Contact: Greg Tirelli Email: greg.tirelli@hach.com Phone: 845-874-1732

## PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LPV441.99.00012	DR6000 UV VIS Spectrophotometer with RFID Technology. Standard lead time 3 days.	1	13,802.00	13,802.00
2	LZQ066	Operator RFID Tag, PK/2. Standard lead time 15 days.	10	30.35	303.50
				Grand Total	\$ 14,105.50

Sales Contact:

Name: Greg Tirelli  
Title: Regional Sales Manager  
Phone: 845-874-1732  
Email: greg.tirelli@hach.com



**HACH COMPANY**

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**  
PO Box 608  
Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**  
Phone: 800-227-4224  
Fax: 970-669-2932  
E-Mail: orders@hach.com  
quotes@hach.com  
techhelp@hach.com

**Export**  
Phone: 970-669-3050  
Fax: 970-461-3939  
Email: intl@hach.com

**Div. 3-21 e. Attachment**

**Remittance**  
2207 Collections Center Drive  
Chicago, IL 60693

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000039

**Quotation Addendum**

**ADVANTAGES OF WORKING WITH HACH**

<p><b>Hach Service</b></p> <p><i>Protect your investment &amp; peace of mind</i></p> <ul style="list-style-type: none"> <li>✓ A global partner who understands your needs</li> <li>✓ Delivers timely, high-quality service you can trust</li> <li>✓ Provides team of unique experts to help you maximize instrument uptime</li> <li>✓ Ensure data integrity</li> <li>✓ Maintain operational stability</li> <li>✓ Reduce compliance risk</li> </ul> <p>www.hach.com/service-contracts</p>	<p><b>Pick&amp;Ship™</b></p> <p><i>Pick&amp;Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> <li>✓ <b>Convenience</b> of one purchase order for the entire year</li> <li>✓ <b>Flexibility</b> to change, cancel or create new orders</li> <li>✓ <b>Savings</b> from locking in prices &amp; thus avoiding price surges and rush charges</li> <li>✓ <b>Peace of mind</b> with automatic, reliable shipments just as you need them</li> </ul> <p>www.Hach.com/pickandship</p>	<p><b>Technical Support</b></p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Fast access to answers at <a href="https://support.hach.com">https://support.hach.com</a></li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>
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**ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING**

<p><b>Safe &amp; Fast Delivery</b></p> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<p><b>Save Time – Less Hassle</b></p> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<p><b>Save Money</b></p> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3, 4</sup> Pricing Effective 6/3/2023						Collect <sup>4</sup> Handling Fee Effective 6/3/2023
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.00	\$25.01	\$46.64	\$40.14	\$76.30	\$8.00
\$50.00 - \$149.99	\$12.00	\$35.37	\$66.74	\$50.72	\$96.42	\$8.00
\$150.00 - \$349.99	\$14.00	\$37.35	\$76.08	\$51.51	\$98.85	\$8.00
\$350.00 - \$649.99	\$16.00	\$41.84	\$83.20	\$52.30	\$101.27	\$8.00
\$650.00 - \$949.99	\$16.00	\$50.69	\$104.55	\$61.58	\$119.19	\$8.00
\$950.00 - \$1,999.99	\$28.00	\$59.54	\$125.90	\$70.86	\$137.10	\$8.00
\$2,000.00 - \$3,999.99	\$28.00	\$73.62	\$153.60	\$84.76	\$164.64	\$8.00
\$4,000.00 - \$5,999.99	\$50.00	\$87.69	\$181.30	\$98.66	\$192.18	\$8.00
\$6,000.00 - \$7,999.99	\$60.00	\$101.39	\$209.64	\$110.51	\$213.06	\$8.00
\$8,000.00 - \$9,999.99	\$90.00	\$151.46	\$295.96	\$162.06	\$307.35	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

## TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [§120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See [www.ethicspoint.veralto.com](http://www.ethicspoint.veralto.com) and [Integrity and compliance - Veralto](http://Integrityandcompliance-Veralto) for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

\* \* \*

- Div. 3-22:** Refer to the “Distribution 2025” tab in the Newport Water Rate Excel Model.
- a. Please provide the status of the three new positions. Indicate what stage in the hiring process these positions are.
  - b. Please provide support for the \$22.75/hour Temp Salaries.
  - c. For FY 2022, FY 2023 and FY 2024, please provide the number of temps and the number of weeks temps were used for each of those fiscal years.
  - d. Please provide supporting documentation showing the derivation of the Training amount of \$6,225 (109.99% increase).
  - e. Please provide supporting documentation showing the derivation of the Contract Services amount of \$13,500. Include a breakdown of the nature of the contract services.
  - f. Please provide the Contract Services amounts for FY 2022, FY 2023 and FY 2024.
  - g. Please provide the supporting documentation and basis of the \$7,181 (394.84%) increase in Heavy Equipment Rental.
  - h. Please provide the supporting documentation and basis of the \$14,100 (14.15%) increase in FY 2025 Gas/Vehicle Maintenance.
  - i. Please provide the supporting documentation and basis of the \$37,963 (45.97%) increase in Main Maintenance.
  - j. Please provide the supporting documentation and basis of the \$57,230 (151.52%) increase in Service Maintenance.
  - k. Please provide the supporting documentation showing the derivation of the amounts per category of Uniforms & Protective Gear.
  - l. Please provide the source document for the AFSCME Contract amount of \$200/Year for Uniforms & Protective Gear.

**Response:**

- a. These positions have not been filled yet, but Newport Water continues to try and fill these positions.
- b. Please see NWD's response to Div. 2-12.
- c. Zero for this department.
- d. Please see NWD's response to Div. 2-30. Please also note that the General Manager & Chief Engineer must approve all courses to ensure

their relevance to utility operations.

- e. The updated expenses totals \$14,042.30 for the DigSafe Membership Fee (\$8,946) and Innovyze, Infowater Pro, Hydraulic Model Annual License (\$5,096.30).
- f. Please see NWD's response to Div. 3-2.
- g. While the request notes that this expense had a 394.84% increase, the actual dollar increase was from \$1,819 to \$9,000. This is for use of the WPC Vacuum Excavation Truck on multiple occasions, at a current day rate of \$1,200 for a combination truck. However, during the transition from the legacy Lawson Billing System to Tyler Technologies MUNIS system, the City faced an issue with invoicing from WPC. The Lawson system did not support this functionality, which led to the WPC fund not being able to recoup approximately 7 to 8 days of use, amounting to \$8,400 to \$9,600. Moving forward, this cost will be recovered.
- h. Please see NWD's response to Div. 3-2.
- i. A frequently cited performance metric in the industry is the number of breaks per 100 miles of pipe per year. In the past four years, Newport has maintained an average of 12.7 breaks per 100 miles of pipe, which translates to approximately 26 breaks annually. Using a 12" main repair example includes one stick of 12" Pipe (\$888.20), Pipe Restraints (\$260.00), 2 - 12" Couplings (\$1,304.20), 10 tons of gravel (\$220), 10 tons of 3/4" stone or sand (\$300), and 10 tons of bituminous (\$1,000), for a total of \$3,972.40 per break or \$103,282.40.  
  
Using a 12" valve replacement example includes one 12" valve (\$2,800); 2 - 12" Extended Range Couplings (\$1,304.20); 10 tons of gravel (\$220); 10 tons of 3/4" stone or sand (\$300); and 10 tons of bituminous (\$1,000), for a total of \$5,624.20 per valve. Assume 2 non-capital replacements totaling \$11,248.40. This leaves approximately \$6,000 for miscellaneous repairs.  
  
The unaudited 2024, expenditures for account 050276 were \$138,822.25.
- j. The service maintenance will be expanded to include approximately 20

self-performed service line replacement mains to curb stops. The following is an estimate for a 1" Service: parts and materials totaling \$2,681.63.

- Service Tap Saddle (\$67.38)
  - 1" Corp Cock CC (\$73.30)
  - 2 1/1" Complete Service Box (\$59.00)
  - 20 feet 1" Copper tubing type K (\$173.80)
  - 1" Curb Stop (\$125.50)
  - 1" Non-Metallic Adapter (\$108.70)
  - 10 tons of gravel (\$220)
  - 10 tons of 3/4" stone or sand (\$300)
  - 10 tons of bituminous (\$1,000)
  - Miscellaneous appurtenances (\$500)
  - As required by regulations, the customer is provided a pitcher filter and associated replacement parts (\$53.95)
- k. The itemization below are examples. Additionally, the cost of Gloves, Glasses, Respirators, Hearing Protection, etc., is approximately \$112.5 per FTE annually.

Gear Boot Allowance AFSCME Contract \$200/Year totaling \$2,800

Uniform / Clothing \$5,250 or \$375 per employee.

Five Sweatshirts with logo \$49.50 each, totaling \$247.50

Five T-Shirts with Name and logo \$22.18 each, totaling \$110.90

Winter Hat with logo \$16.60

Fourteen - Radians Hi Vis Safety Vest \$22.82 each, totaling \$319.48

STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION  
DOCKET NO. 24-30-WW  
Response Of The City Of Newport,  
Utilities Division, Water Department  
To The State of Rhode Island  
Division Of Public Utilities And Carriers'  
Data Requests  
Set 3

High-visibility waterproof class 3 Jacket with logo \$152.21 each, totaling  
\$210.94

Gloves, Safety Glasses, Respirator, etc. \$1,575

- I. RI Council 94 AFSCME, AFL-CIO, Local 911, July 1, 2021 to June 2024  
Contract enclosed herein.

**Prepared by:** Robert C. Schultz, Jr.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF NEWPORT

AND

RHODE ISLAND COUNCIL 94

AFSCME, AFL-CIO

LOCAL 911

FOR THE PERIOD FROM

JULY 1, 2021 TO JUNE 30, 2024

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## AGREEMENT

**JULY 1, 2021– JUNE 30, 2024**

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 aid, 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 20<sup>th</sup> 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 1<sup>st</sup> and July 1<sup>st</sup> 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. The Union shall be notified of any changes to the job descriptions at least three (3) days prior to the effective date of the same.

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
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 his/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/her 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 one hundred twenty (\$120.00) 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 seventy (.70) 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, 2021 and shall remain in effect through June 30, 2024:

**CLASSIFICATION PLAN**

**Effective July 1, 2021 through June 30, 2024**

<b>TITLE</b>	<b>GRADE</b>	<b>TITLE</b>	<b>GRADE</b>
Account Clerk	U1	Plumbing & Mechanical Inspector	U4
Accounting Clerk	U4		
Animal Control Officer	U4	Police Clerk Typist	U1
Assistant City Engineer	U6	Principal Records & P/R Account Clerk	U4
Foreman	U5		
(Building/Maintenance)		Public Safety Dispatcher	U3

City Plumber	U7		
Custodian	U1	Principal Water Account Clerk	U2
Distribution/Collection Foreman	U5	Planning & Budget Assistant	U2
Distribution/Collection Mechanic	U4	Records Clerk	U1
		School Payroll Clerk	U4
		School Accounts Payable Clerk	U4
Distribution/Collection Operator	U3	Senior Account Clerk	U4
Electrical Inspector	U4	Senior Clerk	U1
Engineering Technician	U5	Senior Principle Clerk	U3
Fleet Coordinator	U7	Senior Clerk Typist	U2
Foreman	U5	Senior Maintenance Person	U5
Forester	U4	Skilled Laborer Equip Operator	U3
Groundskeeper	U3	Sweeper Operator	U3
Foreman	U5	Foreman (Traffic)	U5
Heavy Equip Operator-Utilities	U4	Laborer (Traffic)	U1
Heavy Equipment Operator-		Water Meter Foreman	U6
Public Services	U4		
Housing Inspector	U3	Water Laborer	U2
Laborer	U1	Water Meter Repair	U2
Laborer Equipment Operator	U3	Water Treatment Plant Foreman-Grade 3	U5
Maintenance Mechanic	U3	Water Treatment Plant Foreman-Grade 4	U6
Maintenance Person	U3	Water Plant Operator-Grade 1	U2
Municipal Inspector	U3	Water Plant Operator-Grade 2	U3
Parts & Inventory Control Tech	U4	Water Plant Operator-Grade 3	U4
		WPC Foreman	U5
		WPC Heavy Equipment Operator	U4
		WPC Laborer	U1
		WPC Laborer Equipment Operator	U3
		WPC Engineering Technician	U5

**COUNCIL 94 MUNICIPAL EMPLOYEES**

**Effective July 1, 2021 each step of the bargaining unit**

**salary scale will be increased as follows:**

GRADE	A	B	C	D	E	F	G
U1	40,086	41,214	42,373	43,570	44,802	46,070	47,380
U2	43,218	44,439	45,698	46,993	48,328	49,702	51,117
U3	46,349	47,663	49,020	50,415	51,853	53,333	54,859

U4	49,481	50,890	52,342	53,840	55,379	56,966	58,597
U5	52,613	54,116	55,664	57,260	58,903	60,488	62,339
U6	55,747	57,342	58,988	60,682	62,428	64,225	66,077
U7	61,382	63,149	64,968	66,843	68,774	70,762	72,809

a) The above salary scale represents a \$2,500 increase added to base pay for all classifications effective July 1, 2021.

b) Effective July 1, 2022, members of the bargaining unit will receive a \$1,000 increase added to base pay..

c) Effective July 1, 2023, members of the bargaining unit will receive a \$2,500 increase added to base pay.

d) 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.

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

f) 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.

## 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:

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

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 1<sup>st</sup> 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 1<sup>st</sup> to September 30<sup>th</sup>; October 1<sup>st</sup> to December 31<sup>st</sup>; January 1<sup>st</sup> to March 31<sup>st</sup>; and April 1<sup>st</sup> to June 30<sup>th</sup>. 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. Effective July 1, 2019, this Article 12(f) shall be deleted in its entirety.

**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 sick leave hours during the preceding fiscal year shall on July 1<sup>st</sup> of each fiscal year effective July 1, 2019, be entitled to personal day(s) based on the following:

24 hours of accumulated sick leave	1 personal day
48 hours of accumulated sick leave	2 personal days
72 hours of accumulated sick leave	3 personal days
96 hours of accumulated sick leave	4 personal days
120 hours of accumulated sick leave	5 personal days

Personal days awarded on July 1<sup>st</sup> of a fiscal year shall be used by an employee on or before the last day of the last full pay cycle in the same fiscal year. For example, personal days awarded on July 1, 2022 must be used by June 17, 2023. Personal days awarded July 1, 2023 must be used by June 29, 2024 or else said personal days shall be lost.

Regardless of the amount of accumulated sick leave, an employee shall not be entitled to more than five (5) personal days, so called, per year during the time period of this Agreement. A personal day may be used in conjunction with a holiday or scheduled vacation with approval from the appropriate department supervisor. 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, brother-in-law, sister-in-law, uncle, aunt, nieces and nephews), one work day.

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 1<sup>st</sup> of the Title Three (3) for Newport City. Copies of changes or updates will also be provided to the Union when available.

**ARTICLE 16**  
**UNIFORMS**

16.1 a) 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

b) 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.

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

d) The Employer agrees to furnish annually three (3) sets of uniforms and boots for each Animal Control Officer each contract year.

e) 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 |                |

The Employer will provide an annual \$200 boot allowance to Utilities and Public Services employees who are required by management to wear safety shoes/boots which conform to relevant safety standards and are approved by the Department Director. Receipts must be submitted to the Department Director for reimbursement. To qualify for a boot allowance, an employee must complete twelve months of service

f) 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.

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

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

## 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.

As of January 1, 2017, 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 1<sup>st</sup> 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 1/12<sup>th</sup> 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 HSA.

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 prior to the January 1, 2017 implementation date in order for the employee to be qualified for an HSA.

Effective as of January 1, 2019, Members' HSA-Deductible reimbursement/bi-weekly Pre-Tax Payroll Healthcare Contribution payment amount shall be \$1,100/year/\$42.31 bi-weekly for Individual Coverage and \$2,200/year/\$84.62 bi-weekly for Family Coverage (i.e. Member shall pay \$1,100 of the \$2,000 Individual HSA deductible and \$2,200 of the \$4,000 Family HSA deductible over the course of the calendar year.

Effective as of January 1, 2023, Members' HSA-Deductible reimbursement / bi-weekly Pre-Tax Payroll Healthcare Contribution payment amount shall be \$1,250/year / \$48.08 bi-weekly for Individual Coverage, and \$2,500/year / \$96.15 bi-weekly for Family Coverage

(i.e. Members shall pay \$1,250 of the \$2,000 Individual HSA Deductible and \$2,500 of the \$4,000 Family HSA deductible over the course of the Calendar Year).

Effective as of January 1, 2024, Members' HSA-Deductible reimbursement / bi-weekly Pre-Tax Payroll Healthcare Contribution payment amount shall be \$1,350/year / \$51.92 bi-weekly for Individual Coverage, and \$2,700/year / \$103.85 bi-weekly for Family Coverage (i.e. Members shall pay \$1,350 of the \$2,000 Individual HSA Deductible and \$2,700 of the \$4,000 Family HSA deductible over the course of the Calendar Year).

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 Seventy-five Thousand (\$75,000.00) Dollar group term life insurance policy upon completion of two (2) years of service.

d) 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. Employees retiring on or after January 1, 2017 if otherwise entitled to receive health insurance coverage pursuant to the provisions of this Article 18 and subject to any applicable limitations herein contained shall not be covered by the City's active member HDHP and HSA plan but will receive the same base or equivalent plan provided to other City employees or retirees not covered by the HDHP and HSA plan until they reach the age of 65. Said retired employee shall be subject to a \$1,000 cap per person for the prescription drug 80/20 co-pay.

e) Effective July 1, 2009, the contribution to the cost of health care coverage shall be 3% of the premium for all future retirees. Any member retiring on or after January 1, 2017 will pay 5% of

premium as a contribution to their health insurance coverage. The Employer will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

f) 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.

g) Effective as of January 1, 2023, active members who reach the age of 65 or over will pay as their healthcare contribution 10% of the health insurance premium regardless of their date of hire. Also, members who retire on or after January 1, 2023 will pay as their healthcare contribution ten (10%) percent of the health insurance premium. Both active and retirees shall be subject to a \$1,000/\$2,000 preferred prescription drug benefit co-pay cap effective January 1, 2023.

## 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 on the first (1<sup>st</sup>) Thursday of every other month starting in February of 2016 to review safety practices. Meetings shall be held during working hours for one (1) hour without loss of pay. If needed, the Committee may meet more frequently to address issues that need immediate attention. 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.

## 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 to 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. Essential personnel are those employees determined by the City Manager or his/her designee pursuant to Article 2.1, Management Rights, as necessary and required to perform vital City services.
- 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.

**ARTICLE 23**

**CAR ALLOWANCE/LICENSES AND CERTIFICATIONS**

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.

23.2 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:

<b>Position</b>	<b>License of Certification</b>
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. If a Senior Clerk Typist and/or Senior Principle Clerk is required to have notary public certifications, the renewal fees for said certifications shall be reimbursed by the City. 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) (1) 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. 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.

(2) Employees taking courses shall, with approval at the discretion of the City Manager, be allowed to attend said courses during the Employee's normal workday provided that said courses are offered only during the Employee's normal workday. Employees will discharge leave to attend said courses. If an Employee does not have any accrued leave, leave without pay may be granted.

(3) Employees who taking continuing education courses and/or other classes for educational/professional credits in order to maintain or renew his/her professional, job-related licenses or certifications, shall, with approval at the discretion of the City Manager, be allowed to attend said courses during his/her normal work hours without discharging any leave provided that said courses are only offered during the Employee's normal workday.

c) The Employer will budget \$10,000.00 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 knew of potential contract violation or misinterpretation. The written grievance shall be forwarded by hand, certified mail, restricted delivery, return receipt requested or via email with 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 beginning 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**

**INTENTIONALLY OMITTED**

**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 1<sup>st</sup> day of July, A.D. 2021 and shall remain in effect until the 30<sup>th</sup> day of June, A.D. 2024.

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 13th day of December A.D., 2022.

**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

**CERTIFICATION**

I hereby certify that on August 26, 2024, I sent a copy of the within to all parties set forth on the attached Service List by electronic mail and copies to Stephanie De La Rosa, Commission Clerk, by electronic mail and regular mail.

<b>Parties/Address</b>	<b>E-mail Distribution</b>	<b>Phone</b>
<b>Newport Water Division</b> Joseph A. Keough, Jr., Esq. Keough & Sweeney 41 Mendon Ave. Pawtucket, RI 02861	<a href="mailto:jkeoughjr@keoughsweeney.com">jkeoughjr@keoughsweeney.com</a> ;	401-724-3600
Robert Schultz, Director of Public Works Newport Water Department 70 Halsey St. Newport, RI 02840	<a href="mailto:rschultz@CityofNewport.com">rschultz@CityofNewport.com</a> ;	401-845-5600
	<a href="mailto:lsitrin@CityofNewport.com">lsitrin@CityofNewport.com</a> ;	
	<a href="mailto:dbarrett@CityofNewport.com">dbarrett@CityofNewport.com</a> ;	
Harold Smith Raftelis Financial Consulting, PA 511 East Blvd. Charlotte, NC 28203	<a href="mailto:Hsmith@raftelis.com">Hsmith@raftelis.com</a> ;	704-373-1199
<b>Division of Public Utilities (Division)</b>  Leo Wold, Esq. John Bell	<a href="mailto:Leo.Wold@dpuc.ri.gov">Leo.Wold@dpuc.ri.gov</a> ;	401-222-2424
	<a href="mailto:Margaret.L.Hogan@dpuc.ri.gov">Margaret.L.Hogan@dpuc.ri.gov</a> ;	
	<a href="mailto:John.bell@dpuc.ri.gov">John.bell@dpuc.ri.gov</a> ;	
	<a href="mailto:Al.mancini@dpuc.ri.gov">Al.mancini@dpuc.ri.gov</a> ;	
	<a href="mailto:Joel.munoz@dpuc.ri.gov">Joel.munoz@dpuc.ri.gov</a> ;	
	<a href="mailto:pat.smith@dpuc.ri.gov">pat.smith@dpuc.ri.gov</a> ;	
	<a href="mailto:Steven.Parrillo@dpuc.ri.gov">Steven.Parrillo@dpuc.ri.gov</a> ;	
	<a href="mailto:Machaela.Seaton@dpuc.ri.gov">Machaela.Seaton@dpuc.ri.gov</a> ;	
<a href="mailto:ellen.golde@dpuc.ri.gov">ellen.golde@dpuc.ri.gov</a> ;		

STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION  
DOCKET NO. 24-30-WW  
Response Of The City Of Newport,  
Utilities Division, Water Department  
To The State of Rhode Island  
Division Of Public Utilities And Carriers'  
Data Requests  
Set 3

<b>Dept. of Navy (DON)</b> Larry Allen Kay Davoodi Legal Counsel TBD	<a href="mailto:Larry.R.Allen5.civ@us.navy.mil">Larry.R.Allen5.civ@us.navy.mil;</a>	
	<a href="mailto:Khojasteh.R.Davoodi.civ@us.navy.mil">Khojasteh.R.Davoodi.civ@us.navy.mil;</a>	
<b>Portsmouth Water &amp; Fire District (PWFD)</b> Adam M. Ramos, Esq. Christine E. Dieter, Esq. Hinckley, Allen & Snyder 100 Westminster St., Suite 1500 Providence, RI 02903	<a href="mailto:aramos@haslaw.com">aramos@haslaw.com;</a>	
	<a href="mailto:ksavage@hinckleyallen.com">ksavage@hinckleyallen.com;</a>	
	<a href="mailto:JasonM@fcsgroup.com">JasonM@fcsgroup.com;</a>	
Jessica C. Lynch, PWFD	<a href="mailto:jlynch@portsmouthwater.org">jlynch@portsmouthwater.org;</a>	
Jason Mumm, FCS Group	<a href="mailto:JasonM@fcsgroup.com">JasonM@fcsgroup.com;</a>	
<b>Town of Middletown (Middletown)</b> Peter Regan, Esq. Mark Boivin, Esq. Sayer Regan & Thayer, LLP 130 Bellevue Ave. Newport, RI 02840	<a href="mailto:Pregan@SRT-law.com">Pregan@SRT-law.com;</a>	401-849-3040 x-233
	<a href="mailto:mboivin@srt-law.com">mboivin@srt-law.com;</a>	
	<a href="mailto:arichardson@srt-law.com">arichardson@srt-law.com;</a>	
David Russell, P.E. Russell Consulting LLC	<a href="mailto:Davidrussell015@comcast.net">Davidrussell015@comcast.net;</a>	
<b>File an original and nine (9) copies w/:</b> Stephanie De La Rosa, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	<a href="mailto:Stephanie.delarosa@puc.ri.gov">Stephanie.delarosa@puc.ri.gov,</a>	401-780-2107
	<a href="mailto:John.harrington@puc.ri.gov">John.harrington@puc.ri.gov;</a>	
	<a href="mailto:Christopher.Caramello@puc.ri.gov">Christopher.Caramello@puc.ri.gov;</a>	
	<a href="mailto:Alan.nault@puc.ri.gov">Alan.nault@puc.ri.gov;</a>	

STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION  
DOCKET NO. 24-30-WW  
Response Of The City Of Newport,  
Utilities Division, Water Department  
To The State of Rhode Island  
Division Of Public Utilities And Carriers'  
Data Requests  
Set 3



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Joseph A. Keough, Jr., Esquire # 4925  
KEOUGH + SWEENEY, LTD.  
41 Mendon Avenue  
Pawtucket, RI 02861  
(401) 724-3600 (phone)  
[jkeoughjr@keoughsweeney.com](mailto:jkeoughjr@keoughsweeney.com)