Meeting: 10/05/2026
Moved by:
Seconded by:

Resolution 2026-136

Budget Transfer 2026-8

BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to make the following budgetary transfers:

Fund	Amount	Acct. Trans. From	Acct. Trans. To
General A	$1,500.00	A1220.1.B	A1410.4
General A	$1,443.65	A1220.1.B	A1640.4
General A	$2,000.00	A7610.4	A1640.4
General A	$400.00	A7020.2	A7510.4

Financial Impact:
N/A

	Ayes	Nays
Councilmember Coleman	____	____
Councilmember Damone	____	____
Councilmember Dodge	____	____
Councilmember Goodman	____	____
Supervisor Lowell	____	____

Meeting: 10/05/2026
Moved by:
Seconded by:

Resolution 2026-137

Approval of Town of Newport 2027 Tentative Budget

WHEREAS, Town Supervisor Lowell has prepared a 2027 Tentative Budget for review; and

WHEREAS, the Town Board foresees the possible potential to exceed the two-percent New York State Real Property Tax Cap within its 2027 Budget; and

WHEREAS, a Public Hearing is held every year for the purpose of hearing all those in favor or against the adoption of the Preliminary Budget for the Town of Newport as the Annual Budget.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby adopts the 2027 Tentative Budget (Appendix A.1) as the 2027 Preliminary Budget for the Town of Newport; and

BE IT RESOLVED FURTHER that the Town Board hereby sets Elected Officials' salaries, as part of the Preliminary Budget and part of the notice of the hearing of the Preliminary Budget, as follows

	2025 Salary	2026 Salary
Supervisor	$7,700.00	$7,931.00
Councilmembers	$2,400.00	$2,472.00
Town Clerk	$17,300.00	$18,884.00
Highway Superintendent	$48,000.00	$51,000.00
Town Justice	$9,270.00	$9,834.00; and

BE IT RESOLVED FURTHER that the Town Board shall hold a public hearing on November 2, 2026 at 7:15 p.m. at the Newport Town Offices, 2788 Newport Road, Newport, New York, to hear all interested parties on the proposed Local Law No. 5 of 2026 (Appendix A.2); and

BE IT RESOLVED FURTHER that the Town Board shall hold a public hearing on November 2, 2026 at 7:30 p.m. at the Newport Town Offices, 2788 Newport Road, Newport, New York, to hear all interested parties on the proposed Preliminary Budget for the Town of Newport (Appendix A.3); and

BE IT RESOLVED FURTHER that the Town Board hereby authorizes the advertisement of the public hearings scheduled wherein.

Financial Impact:
N/A

	Ayes	Nays
Councilmember Coleman	____	____
Councilmember Damone	____	____
Councilmember Dodge	____	____
Councilmember Goodman	____	____
Supervisor Lowell	____	____

TOWN OF
NEWPORT
NEW YORK

2027 Tentative Annual Budget

Office of the Town Supervisor
Nathaniel E. Lowell

October
2026

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Message from the Supervisor

Dear Town of Newport Board and Residents:

This document contains my fiscal year 2027 Tentative Budget proposal for the Town of Newport. The Budget maintains currently provided Town services, cuts expenditures where able, and funds capital improvements to Town roads.

Under this Budget, a combination of revenues, taxes, state aid, and local reserves fund $1,646,210.15 in expenses and other uses, with a tax rate of 1.171316. The total Town tax levy is $151,000.00, compared to the levy of $147,638.00 in 2026. For the median assessed value of owner-occupied housing in the Town, this represents an increase of about $5.07 in Town taxes from fiscal year 2026.

This year's Budget completes the Town's long-term plan of gradually bringing Town Wide General Fund taxes back to a sustainable level over a three-year period and brings the Town closer to a structurally balanced budget while also ensuring Town services, operational improvement initiatives, and investments in our workforce and community are not hindered by budget or program cuts.

All my best,
Nathaniel Lowell
Town of Newport Supervisor

Financial Standing

Prioritizing Short- and Long-Term Fiscal Health

Unassigned Fund Balance Projections

The Town of Newport Fund Balance Policy requires the Town Board to strive to maintain an unappropriated unassigned fund balance in the Town's General and Highway funds of not less than 25% and not more than 45% of each respective fund's adopted budget appropriations and other uses for that year.

A - General Town Wide	**$177,678.73**
B - General Town-Outside Village	**$31,785.25**
DA - Highway Town Wide	**$299,144.95**
DB - Part-Town Highway Fund	**$34,291.87**

Restricted Reserve Fund Balance Projections

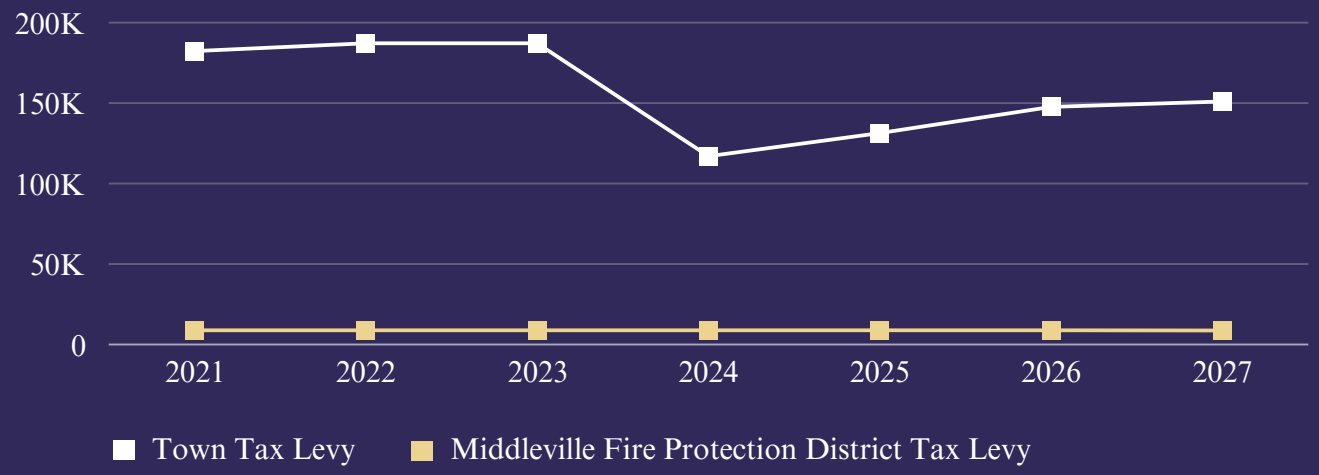
The Town of Newport Reserve Fund Policy requires the Town Board to maintain a reserve fund that does not accumulate excessively or unnecessarily. Below are projections for the Town's active reserve funds.

Town Buildings Reserve Fund	**$60,032.00**
Town Parks and Trails Reserve Fund	**$51,700.43**
Town Highway Equipment Reserve Fund	**$190,075.31**
Town Bridges Reserve Fund	**$697.43**
Town Roads Reserve Fund	**$314,508.41**

Town Taxes

The Budget raises Town real property taxes by $3,362.00, for a total Town tax levy of $151,000.00. The Budget decreases the Town's Fire Protection District taxy levy for the portion of the Village of Middleville in the Town by $123.96, for a total levy of $8,698.04.

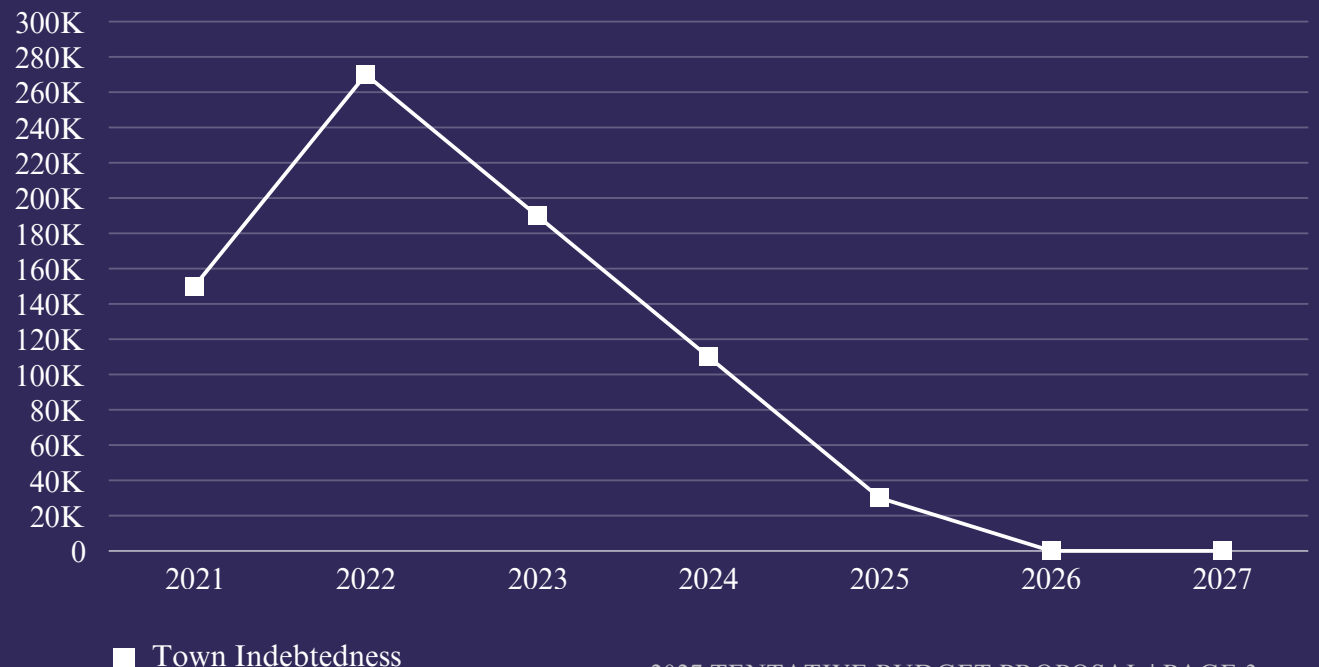
Town and Middleville Fire Protection District Tax Levy (2021-2027)



Town Indebtedness

The Town currently has no debt. The Budget does not include any debt payments.

Town Indebtedness (2021-2027)



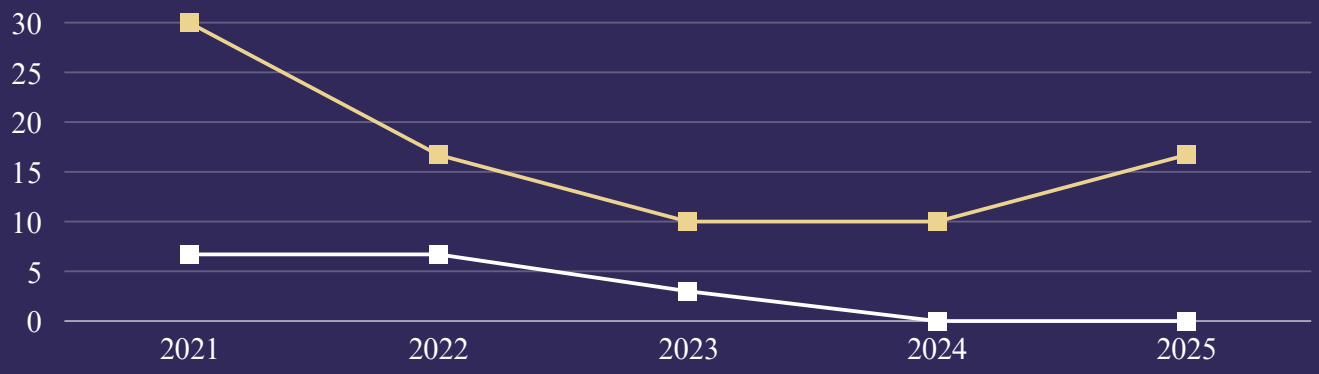
Fiscal and Environmental Stress Scores

The New York State Comptroller's Fiscal Stress Monitoring System informs public officials and taxpayers about factors that impact local governments' fiscal health. It evaluates local governments on financial indicators including year-end fund balance, cash-on-hand, short-term borrowing, fixed costs, and patterns of operating deficits and then creates fiscal stress scores on a scale of 0 to 100.

The system also evaluates information such as population trends, poverty and unemployment in order to establish a separate "environmental" score for each municipality, which can be used to help describe the context in which Newport and other local governments operate.

2025 Fiscal Score	2025 Environmental Score
0.0	16.7
Prior Year: 0.0	Prior Year: 10.0

Town Fiscal and Environmental Stress Scores (2021-2025)



Fiscal Stress Score

Significant Fiscal Stress 65 - 100
Moderate Fiscal Stress 55 - 64.9
Susceptible Fiscal Stress 45 - 54.9
No Designation 0 - 44.9

Environmental Stress Score

Significant Environmental Stress 50 - 100
Moderate Environmental Stress 40 - 49.9
Susceptible Environmental Stress 30 - 39.9
No Designation 0 - 29.9

County	Municode	Municipality	Fiscal Year	Stress Level
Herkimer	210358000000	**Town of Newport**	2025	No Designation

Category	Indicator	Scoring	Fiscal Year End	Score Determination	Value	Points
Year End Fund Balance	1 Assigned and Unassigned Fund Balance	**General Fund and Highway Town-wide Fund** 25 Points ≤ 0% 18.75 Points > 0% But ≤ 3.33% 12.50 Points > 3.33% But ≤ 6.67% 6.25 Points > 6.67% But ≤ 10% 0 Points > 10%	2025	**Data Required** Assigned and Unassigned Fund Balance (codes 915 & 917) Gross Expenditures **Calculation** Assigned and Unassigned Fund Balance ÷ Gross Expenditures	 594,554 791,814 75.09%	0.00
	2 Total Fund Balance	**General Fund and Highway Town-wide Fund** 25 Points ≤ 0% 18.75 Points > 0% But ≤ 10% 12.50 Points > 10% But ≤ 15% 6.25 Points > 15% But ≤ 20% 0 Points > 20%	2025	**Data Required** Total Fund Balance (code 8029) Gross Expenditures **Calculation** Total Fund Balance ÷ Gross Expenditures	 646,871 791,814 81.69%	0.00
Operating Deficits	3 Operating Deficit	**Combined Funds** 10 Points = Deficit < 0% in 3/3 Last Fiscal Years 6.67 Points = Deficit < 0% in 2/3 Last Fiscal Years 3.33 Points = Deficit < 0% in 1/3 Last Fiscal Years 0 Points = Deficit < 0% in 0/3 Last Fiscal Years	2023 2024 2025	**Data Required** Gross Revenues Gross Expenditures **Calculation** (Gross Revenues - Gross Expenditures) ÷ Gross Expenditures Gross Revenues Gross Expenditures (Gross Revenues - Gross Expenditures) ÷ Gross Expenditures Gross Revenues Gross Expenditures (Gross Revenues - Gross Expenditures) ÷ Gross Expenditures	 938,227 833,909 12.51% 1,026,545 991,373 3.55% 935,150 873,490 7.06%	0.00
Cash Position	4 Cash Ratio	**Combined Funds** 10 Points ≤ 50% 6.67 Points > 50% But ≤ 75% 3.33 Points > 75% But ≤ 100% 0 Points > 100%	2025	**Data Required** Cash and Investments (codes 200-223, 450, 451) Net Current Liability (codes 600-626, 631-637 & 639-668 less codes 280, 290, 295) **Calculation** Cash and Investments ÷ Net Current Liability	 1,477,363 0 0.00	0.00
	5 Cash % of Monthly Expenditures	**Combined Funds** 10 Points ≤ 33.33% 6.67 Points > 33.33% But ≤ 66.67% 3.33 Points > 66.67% But ≤ 100% 0 Points > 100%	2025	**Data Required** Cash and Investments (codes 200, 201, 450, 451) Average Monthly Gross Expenditures (Gross Expenditures ÷ 12) **Calculation** Cash and Investments ÷ Average Monthly Gross Expenditures	 1,477,363 72,791 2029.60%	0.00
Use of Short-Term Cash-Flow Debt	6 Short-Term Cash-Flow Debt Issuance	**All Funds** 5 Points > 15% 3.33 Points > 5% But ≤ 15% 1.67 Points > 0% But ≤ 5% 0 Points = 0%	2025	**Data Required** Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes) Total Revenues (General Fund Only) **Calculation** Short-Term Debt Issued ÷ Total Revenues (General Fund Only)	 0 383,310 0.00%	0.00
	7 Short-Term Cash-Flow Debt Issuance Trend	**All Funds** 5 Points = Issuance In Each of Last Three Years 3.33 Points = Issuance In Each of Last Two Years 1.67 Points = Issuance In Current Year 0 Points = No Issuance In Current Year	2023 2024 2025	**Data Required** Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes) Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes) Short-Term Cash-Flow Debt Issued (Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes)	 0 0 0	0.00

County	Municode	Municipality	Fiscal Year	Stress Level
Herkimer	210358000000	**Town of Newport**	2025	No Designation

Category	Indicator	Scoring	Fiscal Year End	Score Determination	Value	Points
Fixed Costs	8 Personal Services and Employee Benefits	**All Funds (Except Capital Projects)** 5 Points = Last Three Fiscal Year Average ≥ 75% 3.33 Points = Last Three Fiscal Year Average ≥ 70% But < 75% 1.67 Points = Last Three Fiscal Year Average ≥ 65% But < 70% 0 Points = Last Three Fiscal Year Average < 65%	2023	**Data Required**		
				Personal Services and Employee Benefits	270,827	
				Total Revenues	947,049	
				Calculation		
				Personal Services and Employee Benefits ÷ Total Revenues	28.60%	
			2024	Personal Services and Employee Benefits	305,380	
				Total Revenues	1,035,367	
				Personal Services and Employee Benefits ÷ Total Revenues	29.49%	
			2025	Personal Services and Employee Benefits	350,603	
				Total Revenues	939,972	
				Personal Services and Employee Benefits ÷ Total Revenues	37.30%	
				Calculation (Average)		
				3 Year Average (Personal Services and Employee Benefits ÷ Total Revenues)	31.80%	0.00
	9 Debt Service % Revenue	**All Funds (Except Capital Projects)** 5 Points = Last Three Fiscal Year Average ≥ 20% 3.33 Points = Last Three Fiscal Year Average ≥ 15% But < 20% 1.67 Points = Last Three Fiscal Year Average ≥ 10% But < 15% 0 Points = Last Three Fiscal Year Average < 10%	2023	**Data Required**		
				Debt Service Expenditures - Current Refunding Bond Proceeds (code 5792)	119,000	
				Total Revenues	947,049	
				Calculation		
				Debt Service ÷ Total Revenues	12.57%	
			2024	Debt Service Expenditures - Current Refunding Bond Proceeds (code 5792)	53,550	
				Total Revenues	1,035,367	
				Debt Service ÷ Total Revenues	5.17%	
			2025	Debt Service Expenditures - Current Refunding Bond Proceeds (code 5792)	82,825	
				Total Revenues	939,972	
				Debt Service ÷ Total Revenues	8.81%	
				Calculation (Average)		
				3 Year Average (Debt Service ÷ Total Revenues)	8.85%	0.00
						Total Points*
						0.0

Class	General Fund	Combined Funds
Towns	A, DA	A, B, DA, DB, FX, G, SS, SW, ES, EW

Revenue and Expenditures Description

Gross Revenues = Revenues and Other Sources
Total Revenues = Revenues
Gross Expenditures = Expenditures and Other Uses

Stress Designation	Point Range (Out of 100 total pts)
Significant Fiscal Stress	65 - 100
Moderate Fiscal Stress	55 - 64.9
Susceptible Fiscal Stress	45 - 54.9
No Designation	0 - 44.9

Footnotes

** Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.*

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County	Municode	Municipality	Fiscal Year	Stress Level
Herkimer	210358000000	**Town of Newport**	2025	No Designation

Category	Indicator	Scoring	Year	Score Determination	Value	Points
Population	1 Change in Population	10 Points < -5% 6.67 Points < -2.5% But ≥ -5% 3.33 Points < 0% But ≥ -2.5% 0 Points ≥ 0%		**Data Required**		
			2019	Population	2,219	
			2024	Population	2,107	
				Calculation		
				(2024 Population Estimate - 2019 Population Estimate) ÷ 2019 Prior Population	-5.05%	10.00
Poverty	2 Percent of Households with Public Assistance	20 Points > 30% 13.33 Points > 25% But ≤ 30% 6.67 Points > 20% But ≤ 25% 0 Points ≤ 20%		**Data Required**		
			2024	Households with Public Assistance	120	
				Total Number of Households	775	
				Calculation		
				Households with Public Assistance ÷ Total Number of Households	15.48%	0.00
Age	3 Percent of Population Under 18 & Over 65	10 Points > 50% 6.67 Points > 47.50% But ≤ 50% 3.33 Points > 45% But ≤ 47.50% 0 Points ≤ 45%		**Data Required**		
			2024	Percent of Population Under 18	20.00%	
				Percent of Population 65 and Over	25.40%	
				Calculation		
				Percent of Population Under 18 + Percent of Population 65 and Over	45.40%	3.33
Tax Base	4 Percent Change in Home Value	20 Points < 0% 13.33 Points < 10.07% (50% x Consumer Price Index Calculation) 6.67 Points < 20.13% (Consumer Price Index Calculation) 0 Points ≥ 20.13% (Consumer Price Index Calculation)		**Data Required**		
			2019	Median Value of Owner Occupied Housing	109,400	
				Housing Consumer Price Index (NY-NJ-PA Region)	303	
			2024	Median Value of Owner Occupied Housing	193,300	
				Housing Consumer Price Index (NY-NJ-PA Region)	364	
				Calculation (Property Value)		
				(2024 Median Home Value - 2019 Median Home Value) ÷ 2019 Median Home Value	76.69%	
				Calculation (Consumer Price Index)		
				(2024 Consumer Price Index - 2019 Consumer Price Index) ÷ 2019 Consumer Price Index	20.13%	0.00
Income	5 Median Household Income	10 Points < 38,730 (150% x Federal Poverty Line (FPL)) 6.67 Points < 45,185 (175% x FPL) But ≥ 38,730 (150% x FPL) 3.33 Points < 51,640 (200% x FPL) But ≥ 45,185 (175% x FPL) 0 Points ≥ 51,640 (200% x FPL)		**Data Required**		
			2024	Median Household Income	79,727	
				Federal Poverty Line (Family of 3)	25,820	
						0.00
Unemployment	6 Unemployment Rate	10 Points > 12% 6.67 Points > 10% But ≤ 12% 3.33 Points > 8% But ≤ 10% 0 Points ≤ 8%		**Data Required**		
			2024	Unemployment Rate	8.20%	
						3.33
State and Federal Aid	7 Reliance on State and Federal Aid	20 Points > 30% 13.33 Points > 20% But ≤ 30% 6.67 Points > 15% But ≤ 20% 0 Points ≤ 15%		**Data Required**		
			2023	State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960)	26,735	
				Total Revenues (All Funds Except Capital Projects)	947,049	
				Calculation		
				State and Federal Revenues ÷ Total Revenues	2.82%	
			2024	State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960)	109,084	
				Total Revenues (All Funds Except Capital Projects)	1,035,367	
				State and Federal Revenues ÷ Total Revenues	10.54%	
			2025	State and Federal Revenues (codes 3000-4999) - (codes 3960 & 4960)	104,729	
				Total Revenues (All Funds Except Capital Projects)	939,972	
				State and Federal Revenues ÷ Total Revenues	11.14%	
				Calculation (Average)		
				3 Year Average (State and Federal Revenues ÷ Total Revenues)	8.17%	0.00
						Total Points*
						16.7

County	Municode	Municipality	Fiscal Year	Stress Level
Herkimer	210358000000	**Town of Newport**	2025	No Designation

Revenue Description	Stress Designation	Point Range (Out of 100 total pts)
Total Revenues = Revenues (Not Including Other Sources)	Significant Environmental Stress	50 - 100
	Moderate Environmental Stress	40 - 49.9
	Susceptible Environmental Stress	30 - 39.9
	No Designation	0 - 29.9

FootNotes

** Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.*

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Budget Vision

Building Back Town Infrastructure

Public Safety

- Includes $50,280.88 in funding to support the Kuyahoora Valley Ambulance Corps, a nonprofit ambulance service, to continue to bring 18-hour ambulance coverage to local residents.
- Includes $5,000.00 in funding to support the upkeep and maintenance of local cemeteries.

Road Repairs

- Includes $727,342.27 in appropriated Highway funds and funding from the Town Roads Reserve Fund to fund the construction of repairs to Town roads approved for construction under the fiscal year 2027 284 Agreement for the Expenditure of Highway Funds.

Snow Removal

- Includes $160,000.00 in funding to the Highway Department's snow removal budget line to enable the purchase of more salt to be used in snow removal services.

Records Inventory Room

- Includes funding to hire an engineer to develop formal design plans for an extension onto the Town offices to serve as a secure, climate-controlled, and centralized inactive records storage area.

Recruitment and Retention

- Includes increased funding to Town elected and appointed positions outlined in the Budget and Salary and Wage Schedule to continue to better align salaries, hourly rates, and employee benefits with surrounding towns and better position the Town in its short-term and long-term recruitment and retention objectives.

Account Description		Account Number	2025	2026	2027	2027	2027	Difference	%
			Adopted Budget	Adopted Budget	Tentative Budget	Preliminary Budget	Adopted Budget		
Town Wide General Fund (A) Appropriations									
	Town Board - Personal Services	A1010.1	$ 9,600.00	$ 9,600.00	$ 9,888.00			$ 288.00	3%
Town Justice	Municipal Court Justice - Personal Services	A1110.1	$ 9,270.00	$ 9,548.00	$ 9,834.00			$ 286.00	3%
	Municipal Court Clerk - Personal Services	A1110.1.A	$ 5,100.00	$ 5,253.00	$ 5,410.00			$ 157.00	3%
	Municipal Court - Equipment and Capital Outlay	A1110.2	$ 1,600.00	$ 800.00	$ 800.00			$ -	0%
	Municipal Court - Contractual	A1110.4	$ 1,000.00	$ 2,500.00	$ 2,500.00			$ -	0%
Supervisor	Supervisor - Personal Services	A1220.1	$ 7,700.00	$ 7,700.00	$ 7,931.00			$ 231.00	3%
	Deputy Supervisor - Personal Services	A1220.1.A	$ 100.00	$ 100.00	$ 103.00			$ 3.00	3%
	Administrative Assistant to the Supervisor - Personal Services	A1220.1.B	$ 5,100.00	$ 5,253.00	$ -			$ (5,253.00)	-100%
	Supervisor - Equipment and Capital Outlay	A1220.2	$ 1,000.00	$ 800.00	$ 800.00			$ -	0%
	Supervisor - Contractual	A1220.4	$ 300.00	$ 300.00	$ 300.00			$ -	0%
	Independent Auditing and Accounting - Contractual	A1320.4	$ 11,000.00	$ 42,600.00	$ 45,000.00			$ 2,400.00	6%
Budget Officer	Budget Officer - Equipment and Capital Outlay	A1340.2	$ 800.00	$ -	$ -			$ -	0%
	Budget Officer - Contractual	A1340.4	$ 1,080.00	$ 2,200.00	$ 2,600.00			$ 400.00	18%
Assessment	Assessor - Personal Services	A1355.1	$ 11,330.00	$ 11,670.00	$ 12,020.00			$ 350.00	3%
	Board of Assessment Review - Personal Services	A1355.1.A	$ 1,500.00	$ 940.00	$ 1,184.00			$ 244.00	26%
	Assessment - Equipment and Capital Outlay	A1355.2	$ -	$ -	$ -			$ -	0%
	Assessment - Contractual	A1355.4	$ 300.00	$ 300.00	$ 300.00			$ -	0%
Clerk	Clerk - Personal Services	A1410.1	$ 17,300.00	$ 17,819.00	$ 18,884.00			$ 1,065.00	6%
	Deputy Clerk - Personal Services	A1410.1.A	$ 14,000.00	$ 14,400.00	$ 15,000.00			$ 600.00	4%
	Clerk - Equipment and Capital Outlay	A1410.2	$ 1,300.00	$ 1,300.00	$ 1,300.00			$ -	0%
	Clerk - Contractual	A1410.4	$ 5,000.00	$ 5,000.00	$ 6,000.00			$ 1,000.00	20%
	Clerk - LGRMIF Contractual	A1410.4.A	$ -	$ 18,930.00	$ -			$ (18,930.00)	-100%
	Attorney - Contractual	A1420.4	$ 18,000.00	$ 12,000.00	$ 10,000.00			$ (2,000.00)	-17%
	Engineer - Contractual	A1440.4	$ 10,000.00	$ 12,237.00	$ 2,500.00			$ (9,737.00)	-80%
	Operation of Plant - Contractual	A1620.4	$ 7,000.00	$ 7,000.00	$ 8,000.00			$ 1,000.00	14%
	Central Garage - Contractual	A1640.4	$ 43,000.00	$ 30,000.00	$ 30,000.00			$ -	0%
	Central Communication System - Contractual	A1650.4	$ 8,900.00	$ 8,900.00	$ 10,015.00			$ 1,115.00	13%
	Central Printing and Mailing - Contractual	A1670.4	$ 3,000.00	$ 2,000.00	$ 2,000.00			$ -	0%
	Central Data Processing - Contractual	A1680.4	$ 7,000.00	$ 7,000.00	$ 14,200.00			$ 7,200.00	103%
	Unallocated Insurance - Contractual	A1910.4	$ 25,500.00	$ 26,500.00	$ 34,000.00			$ 7,500.00	28%
	Municipal Association Dues - Contractual	A1920.4	$ 1,500.00	$ 1,300.00	$ 1,900.00			$ 600.00	46%
Dog Control Officer	Dog Control Officer - Personal Services	A3510.1	$ 2,575.00	$ 2,652.00	$ 2,732.00			$ 80.00	3%
	Dog Control Officer - Equipment and Capital Outlay	A3510.2	$ 800.00	$ 800.00	$ 800.00			$ -	0%
	Dog Control Officer - Contractual	A3510.4	$ 2,500.00	$ 3,000.00	$ 3,250.00			$ 250.00	8%
	Ambulance - Contractual	A4540.4	$ 40,000.00	$ 49,294.98	$ 50,280.88			$ 985.90	2%
Highway Superintendent	Highway Superintendent - Personal Services	A5010.1	$ 48,000.00	$ 49,500.00	$ 51,000.00			$ 1,500.00	3%
	Deputy Highway Superintendent - Personal Services	A5010.1.A	$ 100.00	$ 100.00	$ 103.00			$ 3.00	3%
	Highway Superintendent - Equipment and Capital Outlay	A5010.2	$ 800.00	$ 800.00	$ 800.00			$ -	0%

	Highway Superintendent - Contractual	A5010.4	$ 300.00	$ 300.00	$ 1,200.00			$ 900.00	300%
	Veterans Service - Contractual	A6510.4	$ 700.00	$ 700.00	$ 1,200.00			$ 500.00	71%
Parks and Recreation Administration	Director of Parks and Recreation - Personal Services	A7020.1	$ 1,200.00	$ 1,200.00	$ 1,236.00			$ 36.00	3%
	Parks and Recreation Administration - Equipment and Capital Outlay	A7020.2	$ 800.00	$ 800.00	$ 800.00			$ -	0%
	Parks and Recreation Administration - Contractual	A7020.4	$ 1,000.00	$ 300.00	$ 300.00			$ -	0%
Historian	Historian - Personal Services	A7510.1	$ 400.00	$ 413.00	$ 1,236.00			$ 823.00	199%
	Deputy Historian - Personal Services	A7510.1.A	$ 250.00	$ 258.00	$ 266.00			$ 8.00	3%
	Historian - Equipment and Capital Outlay	A7510.2	$ 800.00	$ 800.00	$ 800.00			$ -	0%
	Historian - Contractual	A7510.4	$ 800.00	$ 1,500.00	$ 300.00			$ (1,200.00)	-80%
	Programs for the Aging - Contractual	A7610.4	$ 6,000.00	$ 6,000.00	$ 3,000.00			$ (3,000.00)	-50%
	Refuse and Garbage - Contractual	A8160.4	$ 3,000.00	$ 3,300.00	$ 4,200.00			$ 900.00	27%
	Cemetery - Contractual	A8810.4	$ 6,500.00	$ 5,000.00	$ 5,000.00			$ -	0%
Employee Benefits	Social Security - Employee Benefits	A9030.8	$ 10,000.00	$ 10,000.00	$ 10,373.00			$ 373.00	4%
	Workers' Compensation - Employee Benefits	A9040.8	$ 12,000.00	$ 3,000.00	$ 1,975.00			$ (1,025.00)	-34%
	Unemployment Insurance - Employee Benefits	A9050.8	$ 4,000.00	$ 3,000.00	$ 3,000.00			$ -	0%
	Contingency Fund	A1990.4	$ 5,000.00	$ 5,000.00	$ 5,000.00			$ -	0%
	Total Appropriations		$ 375,805.00	$ 411,667.98	$ 401,320.88			$ (10,347.10)	-3%
	Provision for Town Buildings Reserve Fund	A962	$ -	$ -	$ -			$ -	-
	Provision for Town Parks and Trails Reserve Fund	A962.A	$ -	$ -	$ -			$ -	-
	Total Appropriations and Other Uses		**$ 375,805.00**	**$ 411,667.98**	**$ 401,320.88**			$ (10,347.10)	-3%
	Town Wide General Fund (A) Revenues								
	Real Property Taxes	A1001	$ 122,364.00	$ 138,638.00	$ 142,000.00			$ 3,362.00	2%
	Interest and Penalties on Real Prop Taxes	A1090	$ 500.00	$ 1,000.00	$ 2,000.00			$ 1,000.00	100%
	Non Property Tax Distribution by County	A1120	$ 80,000.00	$ 135,200.00	$ 187,194.88			$ 51,994.88	38%
	Franchise Taxes	A1170	$ -	$ 3,100.00	$ 3,300.00			$ 200.00	6%
	Tax Collector Fees	A1232	$ 2,000.00	$ -	$ -			$ -	-
	Clerk Fees	A1255	$ 2,000.00	$ 2,500.00	$ 1,000.00			$ (1,500.00)	-60%
	Games of Chance - Town Share	A2530	$ -	$ 30.00	$ 30.00			$ -	-
	State and Local Fiscal Recovery Funds	A1640	$ 20,000.00	$ -	$ -			$ -	-
	Interest and Earnings	A2401	$ 1,000.00	$ 15,000.00	$ 4,600.00			$ (10,400.00)	-69%
	Rental of Real Property	A2410	$ 2,300.00	$ -	$ -			$ -	-
	Dog Licenses	A2544	$ 700.00	$ 500.00	$ 500.00			$ -	0%
	Building and Alteration Permits	A2555	$ 1,600.00	$ 5,000.00	$ 4,000.00			$ (1,000.00)	-20%
	Fines and Forfeited Bail	A2610	$ 5,000.00	$ 6,000.00	$ 6,000.00			$ -	0%
	Refunds of Prior Year Expenditures	A2701	$ 5,000.00	$ 9,465.00	$ 2,000.00			$ (7,465.00)	-79%
	Cable TV	A2770	$ 3,700.00	$ -	$ -			$ -	-
	State Aid Revenue Sharing	A3001	$ 15,500.00	$ 15,453.00	$ 15,453.00			$ -	0%
	State Aid Mortgage Tax	A3005	$ 20,000.00	$ 18,000.00	$ 30,000.00			$ 12,000.00	67%
	State Aid Other	A3089	$ -	$ -	$ 3,243.00			$ 3,243.00	-
	State Aid Education/Records Management	A3289	$ -	$ 9,465.00	$ -			$ (9,465.00)	-100%
	Total Revenues		**$ 159,300.00**	**$ 220,713.00**	**$ 259,320.88**			**$ 38,607.88**	**17%**
	Total Estimated Fund Balance		$ -	$ -	$ 290,078.73			$ 290,078.73	-
	Less Encumbrances		$ -	$ -	$ -			$ -	-
	Less Appropriated Reserves		$ -	$ -	$ -			$ -	-
	Less Unappropriated Reserves		$ -	$ -	$ 112,400.00			$ 112,400.00	-
	Less Appropriated Unassigned Fund Balance		$ -	$ -	$ -			$ -	-
	Unappropriated Unassigned Fund Balance		$ -	$ -	$ 177,678.73			$ 177,678.73	-

	Town Outside Village General Fund (B) Appropriations								
Safety Inspection	Codes Enforcement Officer - Personal Services	B3620.1	$ 5,000.00	$ 5,150.00	$ 10,000.00			$ 4,850.00	94%
	Safety Inspection - Equipment and Capital Outlay	B3620.2	$ 300.00	$ 300.00	$ -			$ (300.00)	-100%
	Safety Inspection - Contractual	B3620.4	$ 850.00	$ 400.00	$ 300.00			$ (100.00)	-25%
	Registrar of Vital Statistics - Personal Services	B4020.1	$ 500.00	$ 515.00	$ -			$ (515.00)	-100%
	Playground and Recreation Centers - Contractual	B7140.4	$ 2,200.00	$ 2,200.00	$ -			$ (2,200.00)	-100%
	Historian - Contractual	B7510.4	$ 2,500.00	$ 2,700.00	$ -			$ (2,700.00)	-100%
Zoning	Zoning Enforcement Officer - Personal Services	B8010.1	$ 4,120.00	$ 4,244.00	$ 10,000.00			$ 5,756.00	136%
	Zoning Board of Appeals - Personal Services	B8010.1.A	$ 1,900.00	$ 1,960.00	$ 2,831.00			$ 871.00	44%
	Zoning - Equipment and Capital Outlay	B8010.2	$ 500.00	$ 300.00	$ 300.00			$ -	0%
	Zoning - Contractual	B8010.4	$ -	$ -	$ -			$ -	-
Planning and Surveys	Planning Board - Personal Services	B8020.1	$ 3,700.00	$ 3,820.00	$ 4,431.00			$ 611.00	16%
	Planning and Surveys - Equipment and Capital Outlay	B8020.2	$ 500.00	$ 300.00	$ 300.00			$ -	0%
	Planning and Surveys - Contractual	B8020.4	$ 2,430.00	$ 400.00	$ -			$ (400.00)	-100%
Employee Benefits	Social Security - Employee Benefits	B9030.8	$ 1,300.00	$ 1,181.00	$ 2,100.00			$ 919.00	78%
	Workers' Compensation - Employee Benefits	B9040.8	$ 5,500.00	$ 2,000.00	$ 1,000.00			$ (1,000.00)	-50%
	Unemployment Insurance - Employee Benefits	B9050.8	$ 1,600.00	$ 900.00	$ 500.00			$ (400.00)	-44%
	Contingency Fund	B1990.4	$ 1,500.00	$ 500.00	$ 400.00			$ (100.00)	-20%
	Total Appropriations		$ 34,400.00	$ 26,870.00	$ 32,162.00			$ 5,292.00	20%
	Total Appropriations and Other Uses		**$ 34,400.00**	**$ 26,870.00**	**$ 32,162.00**			**$ 5,292.00**	**20%**
	Town Outside Village General Fund (B) Revenues								
	Non Property Tax Distribution by County	B1120	$ 15,000.00	$ 26,500.00	$ 13,989.65			$ (12,510.35)	-47%
	Interest Income	B2401	$ -	$ 370.00	$ 860.00			$ 490.00	132%
	Total Revenues		**$ 15,000.00**	**$ 26,870.00**	**$ 14,849.65**			**$ (12,020.35)**	**-45%**
	Total Estimated Fund Balance		$ -	$ -	$ 31,785.25			$ 31,785.25	-
	Less Encumbrances		$ -	$ -	$ -			$ -	-
	Less Appropriated Reserves		$ -	$ -	$ -			$ -	-
	Less Unappropriated Reserves		$ -	$ -	$ -			$ -	-
	Less Appropriated Unassigned Fund Balance		$ -	$ -	$ 17,312.35			$ 17,312.35	-
	Unappropriated Unassigned Fund Balance		$ -	$ -	$ 14,472.90			$ 14,472.90	-
	Town Wide Highway Fund (DA) Appropriations								
	Maintenance of Roads - Contractual	DA5110.4	$ 13,000.00	$ 13,000.00	$ -			$ (13,000.00)	-100%
	Maintenance of Bridges - Contractual	DA5120.4	$ 40,000.00	$ 8,000.00	$ -			$ (8,000.00)	-100%
Machinery	Machinery - Personal Services	DA5130.1	$ 1,000.00	$ 1,000.00	$ -			$ (1,000.00)	-100%
	Machinery - Equipment and Capital Outlay	DA5130.2	$ 2,000.00	$ -	$ -			$ -	-
	Machinery - Contractual	DA5130.4	$ 35,000.00	$ 40,000.00	$ 54,000.00			$ 14,000.00	35%
Snow Removal	Snow Removal - Personal Services	DA5142.1	$ 150,000.00	$ 155,000.00	$ 160,000.00			$ 5,000.00	3%
	Snow Removal - Equipment and Capital Outlay	DA5142.2	$ -	$ -	$ -			$ -	-
	Snow Removal - Contractual	DA5142.4	$ 110,000.00	$ 155,000.00	$ 160,000.00			$ 5,000.00	3%
Employee Benefits	Social Security - Employee Benefits	DA9030.8	$ 12,000.00	$ 13,000.00	$ 13,924.00			$ 924.00	7%
	Workers' Compensation - Employee Benefits	DA9040.8	$ 27,400.00	$ 27,400.00	$ 10,000.00			$ (17,400.00)	-64%
	Unemployment Insurance - Employee Benefits	DA9050.8	$ 6,000.00	$ 6,000.00	$ 6,000.00			$ -	0%
	Disability Insurance - Employee Benefits	DA9055.8	$ 400.00	$ 400.00	$ -			$ (400.00)	-100%

Installment Bonds	Installment Bonds - Debt Principal	DA9720.6	$ 50,000.00	$ -	$ -			$ -	-
	Installment Bonds - Debt Interest	DA9720.7	$ 1,775.00	$ -	$ -			$ -	-
Debt Principal	Debt Principal (Salt Shed)	DA9750.6	$ -	$ 30,000.00	$ -			$ (30,000.00)	-100%
	Budget Notes - Debt Interest	DA9750.7	$ -	$ 525.00	$ -			$ (525.00)	-100%
	Total Appropriations		$ 448,575.00	$ 449,325.00	$ 403,924.00			$ (45,401.00)	-10%
	Provision for Town Bridges Reserve Fund	DA962	$ -	$ -	$ -			$ -	-
	Provision for Town Highway Equipment Reserve Fund	DA962.A	$ -	$ -	$ 32,399.00			$ 32,399.00	-
	Total Appropriations and Other Uses		**$ 448,575.00**	**$ 449,325.00**	**$ 436,323.00**			**$ (13,002.00)**	**-3%**
	Town Wide Highway Fund (DA) Revenues								
	Real Property Taxes	DA1049	$ 9,000.00	$ 9,000.00	$ 9,000.00			$ -	0%
	Non Property Tax Distribution by County	DA1120	$ 32,000.00	$ 20,000.00	$ -			$ (20,000.00)	-100%
	Snow Removal Services Other Governments - Herkimer County	DA2302	$ 280,000.00	$ 341,500.00	$ 341,500.00			$ -	0%
	Snow Removal Services Other Governments - U.S. Government	DA2302.A	$ 73,424.00	$ 73,424.00	$ 80,323.00			$ 6,899.00	9%
	Interest and Earnings	DA2401	$ 1,000.00	$ 5,401.00	$ 5,500.00			$ 99.00	2%
	State Aid Other	DA3089	$ 15,000.00	$ -	$ -			$ -	-
	Total Revenues		**$ 410,424.00**	**$ 440,325.00**	**$ 427,323.00**			**$ (13,002.00)**	**-3%**
	Total Estimated Fund Balance		$ -	$ -	$ 489,839.25			$ 489,839.25	-
	Less Encumbrances		$ -	$ -	$ -			$ -	-
	Less Appropriated Reserves		$ -	$ -	$ -			$ -	-
	Less Unappropriated Reserves		$ -	$ -	$ 190,694.30			$ 190,694.30	-
	Less Appropriated Unassigned Fund Balance		$ -	$ -	$ -			$ -	-
	Unappropriated Unassigned Fund Balance		$ -	$ -	$ 299,144.95			$ 299,144.95	-
	Part-Town Highway Fund (DB) Appropriations								
Maintenance of Roads	Maintenance of Roads - Personal Services	DB5110.1	$ 26,000.00	$ 31,840.00	$ 31,840.00			$ -	0%
	Maintenance of Roads - Contractual	DB5110.4	$ 40,000.00	$ 14,000.00	$ -			$ (14,000.00)	-100%
	Permanent Improvements Highway - Contractual	DB5112.4	$ -	$ 150,000.00	$ -			$ (150,000.00)	-100%
Machinery	Machinery - Personal Services	DB5130.1	$ 1,000.00	$ -	$ -			$ -	-
	Machinery - Contractual	DB5130.4	$ 17,000.00	$ 660.00	$ 1,000.00			$ 340.00	52%
Brush and Weeds	Brush And Weeds - Personal Services	DB5140.1	$ 2,000.00	$ 3,000.00	$ 3,000.00			$ -	0%
Employee Benefits	Social Security - Employee Benefits	DB9030.8	$ 3,500.00	$ 3,500.00	$ 2,700.00			$ (800.00)	-23%
	Workers' Compensation - Employee Benefits	DB9040.8	$ 4,700.00	$ 1,200.00	$ 1,200.00			$ -	0%
	Unemployment Insurance - Employee Benefits	DB9050.8	$ 1,400.00	$ 1,238.00	$ 500.00			$ (738.00)	-60%
	Transfers to Capital Projects Fund - Interfund Transfer	DB9950.9	$ -	$ -	$ 727,342.27			$ 727,342.27	-
	Total Appropriations		$ 115,600.00	$ 205,438.00	$ 767,582.27			$ 562,144.27	274%
	Provision for Town Roads Reserve Fund	DB962	$ -	$ -	$ -			$ -	-
	Total Appropriations and Other Uses		**$ 115,600.00**	**$ 205,438.00**	**$ 767,582.27**			**$ 562,144.27**	**274%**
	Part-Town Highway Fund (DB) Revenues								
	Non Property Tax Distribution by County	DB1120	$ 75,000.00	$ 54,000.00	$ 59,812.35			$ 5,812.35	11%
	Interest and Earnings	DB2401	$ -	$ 11,000.00	$ 1,778.00			$ (9,222.00)	-84%
	CHIPS	DB3501	$ -	$ 91,811.00	$ -			$ (91,811.00)	-100%
	PAVE NY	DB3501.A	$ -	$ 18,792.00	$ -			$ (18,792.00)	-100%
	EWR	DB3501.B	$ -	$ 16,974.00	$ -			$ (16,974.00)	-100%
	POP	DB3501.C	$ -	$ 12,861.00	$ -			$ (12,861.00)	-100%
	Total Revenues		**$ 75,000.00**	**$ 205,438.00**	**$ 61,590.35**			**$ (143,847.65)**	**-100%**
	Total Estimated Fund Balance		$ -	$ -	$ 740,283.79			$ 740,283.79	-
	Less Encumbrances		$ -	$ -	$ -			$ -	-

	Less Appropriated Reserves		$ -	$ -	$ 705,991.92			$ 705,991.92	-
	Less Unappropriated Reserves		$ -	$ -	$ -			$ -	-
	Less Appropriated Unassigned Fund Balance		$ -	$ -	$ -			$ -	-
	Unappropriated Unassigned Fund Balance		$ -	$ -	$ 34,291.87			$ 34,291.87	-
	Fire Protection Special District (SF) Appropriations								
	Middleville	SF1-3410	$ 8,822.00	$ 8,822.00	$ 8,822.00			$ -	0%
	Total Appropriations		**$ 8,822.00**	**$ 8,822.00**	**$ 8,822.00**			**$ -**	**0%**
	Fire Protection Special District (SF) Revenues								
	Real Property Taxes	SF1001	$ 8,822.00	$ 8,822.00	$ 8,698.04			$ (123.96)	-1%
	Total Revenues		**$ -**	**$ -**	**$ -**			**$ -**	**-**
	Total Estimated Fund Balance		$ -	$ -	$ 123.96			$ 123.96	-
	Less Encumbrances		$ -	$ -	$ -			$ -	-
	Less Appropriated Reserves		$ -	$ -	$ -			$ -	-
	Less Unappropriated Reserves		$ -	$ -	$ -			$ -	-
	Less Appropriated Unassigned Fund Balance		$ -	$ -	$ 123.96			$ 123.96	-
	Unappropriated Unassigned Fund Balance		$ -	$ -	$ -			$ -	-
	Summary of Town Budget								
	Town Wide General Fund (A) Appropriations and Other Uses		**$ 375,805.00**	**$ 411,667.98**	**$ 401,320.88**			$ (10,347.10)	-3%
	Less Town Wide General Fund (A) Revenues		**$ 159,300.00**	**$ 220,713.00**	**$ 259,320.88**			$ 38,607.88	17%
	Less Appropriated Reserves		**$ -**	**$ -**	**$ -**			$ -	-
	Less Appropriated Unassigned Fund Balance		**$ 94,141.00**	**$ 52,316.98**	**$ -**			$ (52,316.98)	-100%
	Amount to be Raised by Tax		**$ 122,364.00**	**$ 138,638.00**	**$ 142,000.00**			$ 3,362.00	2%
	Town Outside Village Fund (B) Appropriations and Other Uses		**$ 34,400.00**	**$ 26,870.00**	**$ 32,162.00**			$ 5,292.00	20%
	Less Town Outside Village Fund (B) Revenues		**$ 15,000.00**	**$ 26,870.00**	**$ 14,849.65**			$ (12,020.35)	-45%
	Less Appropriated Reserves		**$ -**	**$ -**	**$ -**			$ -	-
	Less Appropriated Unassigned Fund Balance		**$ 18,900.00**	**$ -**	**$ 17,312.35**			$ 17,312.35	-
	Amount to be Raised by Tax		**$ -**	**$ -**	**$ -**			$ -	-
	Town Wide Highway Fund (DA) Appropriations and Other Uses		**$ 448,575.00**	**$ 449,325.00**	**$ 436,323.00**			$ (13,002.00)	-3%
	Less Town Wide Highway Fund (DA) Revenues		**$ 410,424.00**	**$ 440,325.00**	**$ 427,323.00**			$ (13,002.00)	-3%
	Less Appropriated Reserves		**$ -**	**$ -**	**$ -**			$ -	-
	Less Appropriated Unassigned Fund Balance		**$ 29,151.00**	**$ -**	**$ -**			$ -	-
	Amount to be Raised by Tax		**$ 9,000.00**	**$ 9,000.00**	**$ 9,000.00**			$ -	0%
	Part-Town Highway Fund (DB) Appropriations and Other Uses		**$ 115,600.00**	**$ 205,438.00**	**$ 767,582.27**			$ 562,144.27	274%
	Less Part-town Highway Fund (DB) Revenues		**$ 75,000.00**	**$ 205,438.00**	**$ 61,590.35**			$ (143,847.65)	-70%
	Less Appropriated Reserves		**$ -**	**$ -**	**$ 705,991.92**			$ 705,991.92	-
	Less Appropriated Unassigned Fund Balance		**$ 39,600.00**	**$ -**	**$ -**			$ -	-
	Amount to be Rasied by Tax		**$ -**	**$ -**	**$ -**			$ -	-
	Fire Protection Special District (SF) Appropriations and Other Uses		**$ 8,822.00**	**$ 8,822.00**	**$ 8,822.00**			$ -	0%
	Less Fire Protection Special District (SF) Revenues		**$ -**	**$ -**	**$ -**			$ -	-
	Less Appropriated Reserves		**$ -**	**$ -**	**$ -**			$ -	-
	Less Appropriated Unassigned Fund Balance		**$ -**	**$ -**	**$ 123.96**			$ 123.96	-
	Amount to be Raised by Tax		**$ 8,822.00**	**$ 8,822.00**	**$ 8,698.04**			$ (123.96)	-1%

Salary and Wage Schedule

Salaried Employees

Councilmember

$2,472.00 Annually

Town and Village Justice

$9,834.00 Annually

Town and Village Court Clerk

$5,410.00 Annually

Supervisor

$7,931.00 Annually

Deputy Supervisor

$103.00 Annually

Assessor

$12,020.00 Annually

Board of Assessment Review Chair

$320.00 Annually

Salary and Wage Schedule

Salaried Employees

Board of Assessment Review Member

$216.00 Annually

Town Clerk

$18,884.00 Annually

Dog Control Officer

$2,732.00 Annually

Highway Superintendent

$51,000.00 Annually

Deputy Highway Superintendent

$103.00 Annually

Director of Parks and Recreation

$1,236.00 Annually

Historian

$1,236.00 Annually

Salary and Wage Schedule

Salaried Employees

Deputy Historian

$266.00 Annually

Codes Enforcement Officer

$10,000.00 Annually

Zoning Enforcement Officer

$10,000.00 Annually

Zoning Board of Appeals Chair

$1,236.00 Annually

Zoning Board of Appeals Member

$319.00 Annually

Planning Board Chair

$1,236.00 Annually

Planning Board Member

$639.00 Annually

Salary and Wage Schedule

Hourly Employees

Deputy Clerk

$22.00 per hour

Highway Department Motor Equipment Operator

$29.00 per hour

Longevity: The following longevity will be paid to all employees for their continuous years of service with the Town of Newport:

After five years of continuous service (Add $0.25 to base rate per hour)
After ten years of continuous service (Add $0.50 to base rate per hour)
After fifteen years of continuous service (Add $0.75 to base rate per hour)
After twenty years of continuous service (Add $1.00 to base rate per hour)

Highway Department Heavy Equipment Operator

$32.50 per hour

Longevity: The following longevity will be paid to all employees for their continuous years of service with the Town of Newport:

After five years of continuous service (Add $0.25 to base rate per hour)
After ten years of continuous service (Add $0.50 to base rate per hour)
After fifteen years of continuous service (Add $0.75 to base rate per hour)
After twenty years of continuous service (Add $1.00 to base rate per hour)

Total Assessed Value 155,142,090
Uniform Percentage 54.00

Equalized Total Assessed Value 287,300,167

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
12100	NYS - GENERALLY	RPTL 404(1)	1	11,111	0.00
13100	CO - GENERALLY	RPTL 406(1)	19	28,537,407	9.93
13110	CO - CEMETERY LAND	RPTL 446	1	46,296	0.02
13350	CITY - GENERALLY	RPTL 406(1)	1	18,519	0.01
13650	VG - GENERALLY	RPTL 406(1)	13	612,407	0.21
13800	SCHOOL DISTRICT	RPTL 408	1	64,815	0.02
25110	NONPROF CORP - RELIG(CONST PR(	RPTL 420-a	1	186,111	0.06
25300	NONPROF CORP - SPECIFIED USES	RPTL 420-b	20	9,709,259	3.38
26400	INC VOLUNTEER FIRE CO OR DEPT	RPTL 464(2)	3	1,412,222	0.49
27350	PRIVATELY OWNED CEMETERY LANI	RPTL 446	1	64,074	0.02
41101	VETS EX BASED ON ELIGIBLE FUND	RPTL 458(1)	2	1,204	0.00
41121	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	25	313,167	0.11
41131	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	28	591,111	0.21
41141	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	13	463,713	0.16
41161	COLD WAR VETERANS (15%)	RPTL 458-b	10	95,000	0.03
41171	COLD WAR VETERANS (DISABLED)	RPTL 458-b	2	63,333	0.02
41700	AGRICULTURAL BUILDING	RPTL 483	6	142,593	0.05
41720	AGRICULTURAL DISTRICT	AG-MKTS L 305	5	293,717	0.10
41730	AGRIC LAND-INDIV NOT IN AG DIS	AG MKTS L 306	71	4,798,869	1.67
41801	PERSONS AGE 65 OR OVER	RPTL 467	4	632,222	0.22
42100	SILOS, MANURE STORAGE TANKS,	RPTL 483-a	11	307,830	0.11
47611	BUSINESS INVESTMENT PROPERTY	RPTL 485-b	1	111,111	0.04

Total Assessed Value 155,142,090

Uniform Percentage 54.00

Equalized Total Assessed Value 287,300,167

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
50000	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	1	92,963	0.03

Total Exemptions Exclusive of System Exemptions:	**239**	**48,476,091**	**16.87**
Total System Exemptions:	**1**	**92,963**	**0.03**
Totals:	**240**	**48,569,054**	**16.91**

Values have been equalized using the Uniform Percentage of Value. The Exempt amounts do not take into consideration, payments in lieu of taxes or other payments for municipal services.

Amount, if any, attributable to payments in lieu of taxes: _____

R/S	Name	# Parcels	Land Assessed Value	Total Assessed Value	Taxable Value			
					County	Town/City	School	Village
1	Taxable	1,259	32,009,700	126,078,422	122,016,473	121,858,933	123,049,998	32,949,872
5	Special Franch.	17	0	2,798,394	2,798,394	2,798,394	2,798,394	560,799
6	Utility	26	112,500	4,257,474	4,257,474	4,257,474	4,257,474	1,575,853
8	Wholly Exmpt	62	1,541,800	22,007,800	0	0	0	0
	Town Totals:	1,364	33,664,000	155,142,090	129,072,341	128,914,801	130,105,866	35,086,524

R/S	Name	# Parcels	Land Assessed Value	Total Assessed Value	Taxable Value			
					County	Town/City	School	Village
1	Taxable	97	1,187,600	4,992,800	4,927,320	4,910,960	4,957,600	4,910,960
5	Special Franch.	4	0	176,583	176,583	176,583	176,583	176,583
6	Utility	2	0	6,691	6,691	6,691	6,691	6,691
8	Wholly Exmpt	2	12,000	12,000	0	0	0	0
	Village Totals:	105	1,199,600	5,188,074	5,110,594	5,094,234	5,140,874	5,094,234

R/S	Name	# Parcels	Land Assessed Value	Total Assessed Value	Taxable Value			
					County	Town/City	School	Village
1	Taxable	272	3,884,750	24,149,457	24,036,560	24,009,200	24,134,180	24,034,737
5	Special Franch.	3	0	308,873	308,873	308,873	308,873	308,873
6	Utility	9	112,500	1,548,873	1,548,873	1,548,873	1,548,873	1,548,873
8	Wholly Exmpt	24	476,800	4,900,800	0	0	0	0
	Village Totals:	308	4,474,050	30,908,003	25,894,306	25,866,946	25,991,926	25,892,483

R/S	Name	# Parcels	Land Assessed Value	Total Assessed Value	Taxable Value			
					County	Town/City	School	Village
1	Taxable	36	693,400	4,049,775	4,010,445	3,999,045	4,049,775	4,004,175
5	Special Franch.	3	0	75,343	75,343	75,343	75,343	75,343
6	Utility	4	0	20,289	20,289	20,289	20,289	20,289
8	Wholly Exmpt	6	141,700	1,343,500	0	0	0	0
	Village Totals:	49	835,100	5,488,907	4,106,077	4,094,677	4,145,407	4,099,807

R/S	Name	# Parcels	Land Assessed Value	Total Assessed Value	Taxable Value			
					County	Town/City	School	Village
1	Taxable	854	26,243,950	92,886,390	89,042,148	88,939,728	89,908,443	0
5	Special Franch.	7	0	2,237,595	2,237,595	2,237,595	2,237,595	0
6	Utility	11	0	2,681,621	2,681,621	2,681,621	2,681,621	0
8	Wholly Exmpt	30	911,300	15,751,500	0	0	0	0
	T.O.V. Totals:	902	27,155,250	113,557,106	93,961,364	93,858,944	94,827,659	0

Code	Name	Ext	CC/OM	# Parcels	Taxable Value
FD165	Newport Joint FD	TO		975	97,975,694.00
FD175	Newport fire prot #3	TO	M	85	11,770,400.00
FD205	Poland Joint FD	TO		190	18,021,715.00

Appendix A.2

Town of Newport Local Law No. 5 of 2026

A Local Law to Override the Real Property Tax Cap for Fiscal Year 2027

BE IT ENACTED by the Town Board of the Town of Newport, County of Herkimer, State of New York, as follows:

Section 1. Authority
This Local Law is enacted pursuant to subdivision 5 of N.Y. General Municipal Law § 3-c (the "Property Tax Cap Law"), which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

Section 2. Purpose
The purpose of this local law is to permit the Town Board to override the tax levy limit on the amount of property taxes that may be levied by the Town of Newport pursuant to the Property Tax Cap Law, and to allow the Town to adopt a budget for Fiscal Year 2027 that requires a real property tax levy in excess of the "tax levy limit" as defined by the Property Tax Cap Law. Such override would be necessary and in the best interests of the Town.

Section 3. Tax Levy Limit Override
The Town of Newport Town Board is hereby authorized to override the Tax Levy Limit established pursuant to N.Y. General Municipal Law § 3-c, for Fiscal Year 2027, and to adopt a budget for Fiscal Year 2027 that requires a real property tax levy in excess of the amount otherwise prescribed in N.Y. General Municipal Law § 3-c.

Section 4. Severability
If any clause, sentence, paragraph, section or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to said clause, sentence, paragraph, section or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. Effective Date
This local law shall take effect immediately upon its filing with the Secretary of State as provided in § 27 of the N.Y. Municipal Home Rule.

Meeting: 10/05/2026
Moved by:
Seconded by:

Resolution 2026-138

Authorization to Sign Intergovernmental Agreement for the Provision of Endpoint Protection and Response Services (Phase II)

WHEREAS, increasingly sophisticated cyber-attacks on governmental entities as well as unauthorized access to their systems may compromise the security and integrity of government data, disrupt operations and services and damage critical infrastructure, thereby risking the health and welfare of the public; and

WHEREAS, recognize that deployment and use of Endpoint Detection and Response (EDR) software and thar rapid information sharing are foundational components of a sound cybersecurity program; and

WHEREAS, New York State has awarded the Town with a grant to facilitate and cover the cost of licensing for Endpoint Detection and Response (EDR) software.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to sign the Intergovernmental Agreement for the Provision of Endpoint Protection and Responses Services (Phase II) Between the New York State Office of Information Technology Services, the New York State Division of Homeland Security and Emergency Services, and the Town of Newport (Appendix A.4).

Financial Impact:
N/A

	Ayes	Nays
Councilmember Coleman	____	____
Councilmember Damone	____	____
Councilmember Dodge	____	____
Councilmember Goodman	____	____
Supervisor Lowell	____	____

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND RESPONSE SERVICES (Phase II)

BETWEEN

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,

THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

AND

Town of Newport

X052144

This Intergovernmental Agreement ("IA") is entered into by and among the New York State Office of Information Technology Services ("ITS"), the New York State Division of Homeland Security and Emergency Services ("DHSES"), ITS and DHSES collectively referred to herein as the "State," and the entity identified on the signature page of this IA which is a political subdivision, municipal corporation, or public authority as defined by the laws of the State of New York ("Participating Entity"). By entering into this IA, the Participating Entity acknowledges that it has the legal authority to enter into this IA and that the individual executing this IA has been duly authorized to execute the IA. Each party to this IA is referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, ITS is responsible for protecting New York State Government's cyber security infrastructure and does so by employing a multi-faceted approach that includes coordinating policies, standards and programs on cyber security across the State, partnering with State agencies and law enforcement, monitoring the State's technology assets and responding to abnormalities and threats to their systems; and

WHEREAS, DHSES is responsible for working with federal, state, local and private entities to protect the State's critical infrastructure from cyber threats and vulnerabilities and to coordinate and facilitate information and intelligence sharing amongst these entities to assist in the early identification of and response to natural and man-made disasters; and

WHEREAS, the Participating Entity provides vital services to residents of New York State and within its jurisdictional boundaries; and

WHEREAS, the Parties remain committed to ensuring the safety of their respective critical infrastructure by investing in strategic collaborations and technology for strengthening cyber security and resiliency in the face of evolving threats; and

WHEREAS, there is established within the State a Joint Security Operations Center ("JSOC") to serve as the round the clock operational center for the purposes of sharing cyber threat information that is uniquely positioned as a sharing hub to integrate information and facilitate operational collaboration from multiple sources; and

WHEREAS, the NY Security Operations Center Initiative ("hereafter, "NYSOC") is a one-of-a kind cooperative approach between State and local governments to enhance collective cybersecurity and risk management capabilities and provide Participating Entities with actionable information to prevent, detect, respond to and recover from cyber-attacks; and

WHEREAS, increasingly sophisticated cyber-attacks on governmental entities as well as unauthorized access to their systems may compromise the security and integrity of government data, disrupt operations and services and damage critical infrastructure, thereby risking the health and welfare of the public; and

WHEREAS, the Parties recognize that deployment and use Endpoint Detection and Response (EDR) software, and rapid information sharing are foundational components of a sound cybersecurity program; and

WHEREAS The estimated total value of the endpoint detection licenses which is provided at no cost to the Participating Entity over the term of the Intergovernmental Agreement (3 years) is $1,761.90 .

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. PURPOSE AND BENEFITS

The purpose of this Intergovernmental Agreement is to allow Participating Entities to access EDR software for better proactive security collaboration on threat intelligence amongst New York State and political subdivisions of the State.

Taking advantage of economies of scale and the State's purchasing power, the State has arranged for the Participating Entity to receive EDR software at no cost. Additionally, as part of that arrangement, the software provider or its affiliates will work directly with the Participating Entity to deploy the EDR solution within the Participating Entity's environment and provide training to assist the Participating Entity with using the EDR software.

2. DEFINITIONS

"**Confidential Information**" means any non-public information that a Party ("**Disclosing Party**"), regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, electronic systems, federal government, or third-party contractors) provides to the other Party or Parties, its agents, employees, officers, partners, or subcontractors ("**Recipient**") or which the Recipient obtains, discovers, derives, or otherwise becomes aware of as a result of performance of this IA.

"**Cyber Information**" means information owned or derived by a Party relating to cyber intelligence, indicators of compromise, indicators of cyber threat, cyber security investigative information, defensive measures being taken during an ongoing or imminent threat, and other such information relating to cyber security.

"EDR software data" means data derived from an endpoint security solution that continuously monitors endpoint devices to detect and respond to cyber security incidents that is shared through the software provider to the NYSOC.

"Security Incident" means a cyber event that a Party believes has compromised or may compromise the security, confidentiality, availability or integrity of its data, systems, networks, or other information technology related assets.

"**Affected Party**" means a Party that is affected by a Security Incident.

3. INTERGOVERNMENTAL AGREEMENT

The IA between the Parties consists of the following documents listed below in the following order of precedence:

a. Appendix A – Standard Clauses for All New York State Contracts
b. This IA document setting forth the final agreement between the Parties, including all attachments, appendices, and exhibits contained herein.

4. SERVICES

a. Obligations of the State:
    i. Facilitate and cover the cost of licensing for Endpoint Detection and Response (EDR) software for Participating Entity endpoints. The EDR software will be provided to the Participating Entity directly from the software provider.
    ii. Provide services, as selected by the Participating Entity, as described in Attachment A.
b. Obligations of the Participating Entity:
    i. Participating Entity will be responsible for providing a technical lead with access to deploy the EDR software on end points and sufficient IT staff to facilitate the deployment of this software in their environment.
    ii. Participating Entity agrees to abide by the EDR software provider's terms and conditions as agreed to between the State and the EDR software provider regarding use of the software and agrees to remain solely responsible for its use and configuration of the EDR software.
    iii. Participating Entity agrees to maintain and update the EDR software on their systems, including working with the EDR software provider directly to address any issues that arise from the software.
    iv. Participating Entity agrees that the EDR software will be configured to provide alerts to the NYSOC to contribute to the creation and monitoring of a statewide view of cybersecurity threats.

v. Participating Entity agrees to provide NYSOC a list of contacts and contact information for notification in the event of alerts or other information related to the service. Participating Entity agrees to provide updates to the list as needed.

vi. Participating Entity agrees to promptly notify all relevant entities, including but not limited to third-party system owners, of the State's activities and secure all necessary approvals, authorizations, or waivers in a timely fashion. Participating Entity will bear the full responsibility for all costs for obtaining such approvals, authorizations, or waivers, and any liability that results from the failure to secure, necessary approvals, authorizations or waivers, and for any damage to third parties arising out of or related to the products and services provided and/or performed by the State pursuant to this Section 4, including any intentional or negligent act or omission.

5. CONSIDERATION

The State agrees to provide the EDR software to the Participating Entity at no cost in exchange for the Participating Entity's agreement to share the EDR software data with the NYSOC to increase the State's visibility of the cyber threat landscape across the various state entities and political subdivisions, which will enhance the State's ability to quickly and more accurately respond to cybersecurity threats.

6. TERM

The initial term of the IA shall be for a period of three (3) years beginning on the effective date and will be automatically renewed for additional twelve (12) month terms based upon approval of funding in the State budget and approval of the New York State Office of the State Comptroller, if applicable The Parties agree that should funding for this initiative not be appropriated in a State budget, the IA shall terminate with ninety (90) days prior notice required. The effective date of this IA shall be the date of approval of the IA by the New York State Office of the State Comptroller, if applicable, otherwise, this IA shall be effective as of the date of the later signature of this IA.

7. TERMINATION

a. **For Convenience**

Each Party retains the right to cancel the IA without cause and without penalty, provided that at least ninety (90) calendar days' notice of the Party's intent to cancel is given. This provision should not be understood as waiving a Party's right to terminate the IA for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

b. **For Cause**

For any material breach or failure of performance of the IA by a Party, the other Party may provide written notice of such breach or failure. A Party may terminate the IA if the other Party does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure.

No delay or omission to exercise any right, power, or remedy accruing to a Party upon breach or default by the other Party under the IA shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

c. **Termination Notice**

Notices required by this section shall be delivered to the other Party in writing, pursuant to the Notice provisions of this IA.

d. **Data Migration and Destruction**

Upon expiration or termination of this IA, the Parties agree to return each respective Party's Confidential Information and Cyber Information within a period of ninety (90) days following expiration or termination, including metadata and attachments, in a mutually agreed upon, commercially standard format. Thereafter, except for data required to be maintained by federal, state, and local laws, rules, regulations, ordinances, policies, standards, or guidelines or this IA, each Party shall destroy the other Parties' Confidential Information

and Cyber Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information and Cyber Information from its systems. The sanitization process must be in compliance the NYS Security Standard, NYS-S13-003, available at https://www.its.ny.gov/document/sanitizationsecure-disposal-standard, and other sanitization and disposal standards where required by NYSOC policy or law. If immediate purging of all data storage components is not possible by a Recipient, that Recipient will certify that any Confidential Information or Cyber Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until such purging is possible. The non-purging Recipient must then certify to the other Parties, in writing, that it has complied with the provisions of this paragraph including providing any supporting documentation as required.

8. WARRANTIES

To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

9. NO PERSONAL LIABILITY

No commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this IA or because of its execution or attempted execution or because of any breach or alleged breach hereof.

10. THIRD PARTY DATA SHARING

EDR software data received by the NYSOC will be accessible by all NYSOC personnel from various partner entities, including New York State and New York City. Any NYSOC personnel who may have access to EDR Data, Confidential Information and Cyber Information, are subject to a formal background check requirement compliant with the FBI's Criminal Justice Information Services (CJIS) requirements and must take training consistent with the State's federal obligations. In addition to these requirements, vendor partners of these entities who may need access to EDR data, Confidential Information, and Cyber Information to assist the NYSOC personnel in carrying out the services described in this IA, are also subject to certain non-disclosure agreements. The NYSOC personnel may share anonymized data with participating entities and other entities that enter into cyber information sharing agreements with the State.

11. CONFIDENTIAL AND CYBER INFORMATION SHARING

a. Confidentiality Obligations. Each Party will:
   i. Hold all Confidential Information and Cyber Information provided by the other Party in strict confidence, except as otherwise expressly permitted under this Section 11;
   ii. Not disclose Confidential Information or Cyber Information of the other Party to any third-parties except to those who are subject to the same obligations as set forth in this Section 11, or as otherwise set forth in this Section 11;
   iii. Not process Confidential Information or Cyber Information of the other Party in any way not authorized by this IA;
   iv. Limit reproduction of the other Party's Confidential Information and Cyber Information to a need only basis;
   v. When Confidential Information or Cyber Information is shared, not disclose any Confidential Information or Cyber Information that may be used to identify the other Party;
   vi. In the event of an unauthorized or inadvertent use or disclosure of, or access to Confidential Information and Cyber Information, shall without unreasonable delay upon discovery that an unauthorized disclosure or loss has occurred, notify the other Party in writing and shall ensure a proper record of such unauthorized or inadvertent use, disclosure or access is kept and immediately provided to the other Party. The Parties shall also assist in any subsequent investigation of the unauthorized or inadvertent use, disclosure or access and mitigate any possible resulting damages of same. A record required under this provision shall include, at a minimum, the following:
      a. Date of the unauthorized use or inadvertent disclosure;
      b. Name of the recipient of the unauthorized use or inadvertent disclosure;
      c. Address of the recipient of the unauthorized use or inadvertent disclosure, if known;
      d. Brief description of the Confidential Information or the Cyber Information used or disclosed;

e. Any remedial measures taken to retrieve or otherwise repossess such Confidential Information or Cyber Information; and
f. All other details required or necessary for the Party disclosing the Confidential Information or Cyber Information to know when and how such unauthorized disclosure was made and what mitigating steps are being undertaken or recommended to remedy.

vii. Take steps to avoid publication or dissemination of the Confidential Information and Cyber Information using at least the same degree of care as the Parties would use with respect to their own Confidential Information and Cyber Information; and

viii. At all times, have the right to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Information and Cyber Information are being observed, and the Party receiving the request must promptly provide the assurances.

b. Exceptions Allowing Parties to Disclose Certain Confidential Information and Cyber Information

i. The confidentiality obligations in this Section 11 do not apply to the extent that the Party receiving the Confidential Information or Cyber Information can demonstrate or establish by written evidence that: (1) the Confidential Information or Cyber Information became part of the public domain other than through actions that constitute a breach of this IA or fault on the part of Recipient; (2) the Confidential Information or Cyber Information was lawfully obtained by Recipient from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Recipient developed such information independently of and without reference to any Confidential Information or Cyber Information of the Disclosing Party (Recipient shall bear the burden of proving such independent development); (4) the Disclosing Party expressly authorized disclosure of the Confidential Information or Cyber Information; (5) the Confidential Information or Cyber Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that Recipient shall comply with Section 11(b)(iii)(3) (Disclosure if Legally Compelled) below; (6) the Disclosing Party, in its sole discretion, agrees that the Confidential Information or Cyber Information has been anonymized to remove personal identifying information or information not otherwise disclosable under existing law; or (7) it is a third party as described in Section 10 above for which sharing Confidential Information or Cyber Information is necessary to provide NYSOC services. Recipient will bear the burden of proving any of the foregoing conditions exist.

ii. Notwithstanding the provisions of Section 11(a) herein and where written notice is provided to the Party disclosing the Confidential Information or Cyber Information, the Recipient may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in cyber security activities, provided that such third-party representative (1) is advised by the Party disclosing the Confidential Information or Cyber Information of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this IA as if they were a Party.

iii. Disclosure if Legally Compelled

1. Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information or Cyber Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or Cyber Information or documents in legal proceedings, Freedom of Information Law ("**FOIL**") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within two (2) business days of receipt of such notice, notify the other Party, orally and in writing, of the pending or threatened compulsion. In performing their obligations and exchanging information under this IA the Parties are acting in their common interests, each Party will maintain and support the attorney-client and work product privilege if asserted by the other Party.
2. To the extent permitted by law, the Parties will coordinate and cooperate with each other in advance of any disclosure, in order to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information or Cyber Information that must be disclosed.
3. To the extent permitted by law, the Parties will have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information or Cyber Information that must be disclosed.

4. Upon determination that Confidential Information or Cyber Information must be disclosed pursuant to this section, the Party receiving the request and its third-party representatives shall disclose only such Confidential Information or Cyber Information that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as may be affected by any protective order or other remedy obtained by a Party). The Party and its third-party representatives shall use all reasonable efforts to ensure that all Confidential Information or Cyber Information that is so disclosed will be accorded confidential treatment.

c. Security
   i. The Parties shall store Confidential Information and Cyber Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Information or Cyber Information under the provisions of this IA;
   ii. Temporary Suspension of Obligations. At any time, a Party may suspend performance of one or more of its obligations under this IA without terminating in the event of an actual or suspected Security Incident or a security breach of a third-party that may affect the suspending Party. The suspending Party will provide notice of the suspension as soon as practicable under the circumstances. Notwithstanding the foregoing, unless legally compelled without the possibility of contractual waiver, this Section 11(c)(ii) will not apply to Sections 11(a) and 16 of this IA.

12. NO THIRD-PARTY RIGHTS

Nothing in the IA shall create or give to third parties any claim or right of action against the Participating Entity or the State beyond such as may legally exist irrespective of the IA.

13. NOTICES

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

   i. Via certified or registered United States mail, return receipt requested;
   ii. By facsimile transmission;
   iii. By personal delivery;
   iv. By expedited delivery service; or
   v. By email.

   Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

   ITS:

   NYS Office of Information Technology Services
   Division of Legal Affairs
   Empire State Plaza, PO Box 2062 Albany, NY 12220-0062
   Attn: Chief General Counsel
   Email: its.sm.dla@its.ny.gov

   DHSES:

   NYS Division of Homeland Security and Emergency Services
   Cyber Incident Response Team
   1220 Washington Ave, Bldg 7A
   Albany, NY 12226
   Attn: CIRT Director
   Email: CIRT@dhses.ny.gov

With a copy to:

NYS Division of Homeland Security and Emergency Services
Office of Counsel
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: Deputy Counsel
Email: thomas.mccarren@dhses.ny.gov

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided, or in the case of facsimile transmission or email, upon receipt.

14. AMENDMENTS

This IA may be amended, modified or superseded, and the terms or conditions hereof may be waived only by a written instrument signed by the State and Participating Entity, or in the case of a waiver, the Party waiving compliance, and must be approved by the New York State Office of the State Comptroller if applicable.

15. DISPUTE RESOLUTION

The Parties agree that prior to the commencement of any legal proceeding, the Parties shall, in good faith, attempt to resolve any disputes that arise from this IA. The Party commencing a dispute shall do so by submitting a description of the dispute in writing to the other Party's designated single point of contact. The following escalation procedures shall be followed:

a. The Parties designated single points of contact shall attempt to amicably resolve the dispute within ten (10) business days, or as otherwise agreed to by the Parties.
b. If the Parties designated single points of contact are unable to resolve the dispute, such dispute will be submitted to the ITS Chief Information Officer, the Commissioner of DHSES, and the Participating Entity's chief executive officer for resolution.

16. INDEMNIFICATION

a. Subject to the availability of lawful appropriations, the Participating Entity shall hold the State, its officers, agents, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the Participating Entity or of its officers or employees when acting within the course and scope of their employment.
b. Subject to the availability of lawful appropriations consistent with Section 8 of the State Court of Claims Act, the State shall hold the Participating Entity harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment.

17. GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the IA.

18. ADDITIONAL REMEDIES

In addition to any other remedies available to the Parties under this IA and state and federal law for the other Party's default, a Party may choose to exercise some or all of the following:

- Pursue equitable remedies to compel a Party to perform;
- Require a Party to cure deficient performance or failure to meet any requirements of the IA.

19. INDEPENDENT CONTRACTORS

Nothing in this IA shall be construed to create any partnership, joint venture or agency relationship of any kind. Neither Party has any authority under this IA to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

20. ASSIGNMENT

The State may assign this IA, including all right and responsibilities to any successor NYS entity. The Participating Entity will be provided notice of any assignment. The Participating Entity may assign this IA as required by operation of law or with the consent of the State, such consent shall not be unreasonably withheld. Such assignment may be subject to approval by the New York State Office of the State Comptroller, if applicable.

21. NON-WAIVER

The failure by any Party to insist on performance of any term or condition or to exercise any right or privilege included in this IA shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any Party of any breach of any term of this IA shall constitute a waiver of any subsequent breach or breaches of such term.

22. ENFORCEABILITY/SECTION HEADINGS

In the event any clause, or any part or portion of any clause of this IA shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof. The section headings in this IA are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this IA.

23. JURISDICTION

This IA shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise, and all claims concerning this IA shall be determined in a court of competent jurisdiction in the county of the state of New York in which the claim is alleged to have arisen.

24. EXECUTION

By execution, delivery and performance of this IA, each party represents to the other that it has been duly authorized by all requisite action on the part of the Participating Entity and the State respectively. This IA constitutes the legal, valid, and binding obligation of the Parties hereto.

25. ENTIRE AGREEMENT

This IA represents the entire understanding and agreement between the Participating Entity, ITS, and DHSES with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such Parties.

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

By: Town of Newport
.
Name: _____

Title: _____

Date: _____, 20___

NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES

By: _____

Name: _____

Title: _____

Date _____ ,_20 _

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: _____

Name: Elizabeth Snyder

Title: Deputy Commissioner Admin & Finance

Date _____ ,20_

CORPORATE ACKNOWLEDGMENT

STATE OF _____}

ss.:

COUNTY OF _____}

On the _____ day of _____ in the year 20__, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at _____, Town/City of _____ _ ,County of _____ , State of _____; and further that s/he is the _____of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of _ _____, s/he is authorized to execute the foregoing instrument on behalf of _____for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

_____

Notary Public

APPROVED AS TO FORM:	**APPROVED:**
NYS OFFICE OF THE ATTORNEY GENERAL	NYS OFFICE OF THE STATE COMPTROLLER
_____ By: _ Title: _ Date: __	_____ By: _ Title: _ Date: __

ATTACHMENT A
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND RESPONSE SERVICES (Phase II)

BETWEEN

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,

THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

AND

Town of Newport

X052144

All Participating Entities will be provisioned with access to and training for the EDR software vendor's portal allowing the Participating Entity to perform monitoring, analysis, quarantine and containment, and other cyber hygiene functions as provided by the EDR software. In addition, the EDR software provides proactive threat hunting twenty-four hours per day, seven days per week (24x7). The EDR software will also be configured to conduct the first level of triage to identify threats, assign a level of importance or urgency to the threat, and deliver alerts and actionable notification directly to the Participating Entities thru E-mail.

A Participating Entity may choose additional levels of service from the NYSOC. These levels of service are either:

1. Off-hours monitoring, and email escalation; or

2. Off-hours monitoring, email escalation, critical escalations, and containment and/or quarantine actions on impacted endpoints flagged for such by the EDR software. By selecting this option, the Participating Entity is granting the NYSOC and/or the EDR software vendor's staff the authority to take action per the critical escalation process defined below.

Please indicate level of NYSOC service requested; if neither level of service is desired, enter N/A: _____.

Definitions:

Monitoring:
Monitoring is NYSOC and/or the EDR vendor staff reviewing Critical, High, and other vendor-escalated alerts received from the EDR software and conducting further analysis on the host endpoint using available tools (e.g., EDR Portal) to further quantify risk and determine if additional actions are required (e.g., escalation, critical escalation, containment and quarantine). The terms 'Critical' and 'High' alerts refer to the vendor's top two levels of automated alert criticality rating. 'Vendor-escalated' alerts refers to instances where the vendor escalates an alert to the NYSOC and/or Participating Entity beyond the vendor's automated alert criticality rating (e.g., Critical, High).

Escalations:
Escalation is the process of identifying potential cybersecurity concerns so that appropriate personnel can take action to address them. Escalations will be sent via email when the NYSOC Team and/or EDR software vendor's staff requires action to be taken by the Participating Entity in order to validate activity on a host or remediate a host. Examples of when an escalation will be sent may include, but would not be limited to:
- Validating questionable admin activity seen on a host
- Validating application usage
- Not having remote access to a host
- Requests for approval to take additional remediation countermeasures

Critical Escalations:
During an investigation, where NYSOC and/or EDR software vendor's staff containment and quarantine actions are required or action need to be taken by the Participating Entity, the NYSOC Team and/or EDR software vendor's staff will call the phone numbers provided in the below order of priority. If there is no response from any of the contacts, the NYSOC Team and/or EDR software vendor's staff will send a Critical Escalation email and continue monitoring but not proceed with any countermeasures that are not approved by the Participating Entity. The NYSOC and/or EDR software vendor's staff will begin the escalation process within a reasonable amount time from receipt of the critical alert or notification by the EDR software.

The Critical escalation and containment and quarantine functions will be phased in by the NYSOC and/or EDR software vendor's staff as it reaches operational maturity. Critical escalations may not be available on the Participating Entities' onboarding date. However, the EDR software will provide direct alerting to the Participating Entity irrespective of the NYSOC's status.

Containment and Quarantine:
NYSOC and/or EDR software vendor's staff containment and quarantine includes:
- Containment of hosts identified by the EDR software as a critical risk
- Quarantine or removal of files or artifacts identified by the EDR software as a critical risk
- Recommend recovery actions as needed per incident to address vulnerabilities in infrastructure not managed by the EDR software

Off-Hours: NYSOC Off hours support is Saturday and Sunday all day, and 5PM to 8AM Monday - Friday. The EDR software vendor's staff is available 24/7/365.

Escalation priority Points of Contact: Please provide a list **in order of priority** of the persons the NYSOC and/or EDR software vendor's staff should call when notifying the Participating Entity of a Critical Escalation (the Participating Entity does not have to use all the lines below and should add additional lines if necessary):

1. _____

2. _____

3. _____

4. _____

5. _____

Meeting: 10/05/2026
Moved by:
Seconded by:

Resolution 2026-139

Authorization to Sign Rome Environmental Solutions & Testing, LLC Limited Asbestos Survey Agreement

WHEREAS, the 2026 Town Facilities Condition Assessment Report recommends that the Town complete a hazardous materials assessment and abate or encapsulate any asbestos-containing floor tile and mastic using a certified contractor; and

WHEREAS, the Town has received a proposal for a limited asbestos survey of flooring identified for assessment by the 2026 Town Facilities Condition Assessment Report in compliance with the Town of Newport Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to sign the Limited Asbestos Survey Agreement from Rome Environmental Solutions & Testing, LLC (Appendix A.5).

Financial Impact:
N/A

	Ayes	Nays
Councilmember Coleman	____	____
Councilmember Damone	____	____
Councilmember Dodge	____	____
Councilmember Goodman	____	____
Supervisor Lowell	____	____

ROME ENVIRONMENTAL SOLUTIONS & TESTING, LLC

September 29, 2026

Town of Newport
Stella Dodge | Town Clerk
2788 Newport Rd
Newport NY 13416

315-845-8340
townclerk@townofnewportny.org

RE: Proposal for a Limited Asbestos Survey of flooring in an office within the Town Highway Department

Background:
Rome Environmental Solutions & Testing LLC (REST) has been requested to perform a Limited Asbestos Survey at the above-mentioned property. REST shall provide a written report of the findings including sample location plans.

Asbestos Survey Scope of Work:

1. Includes a site visit to inspect the building and collect samples of suspect asbestos containing materials.
2. A New York State Accredited Inspector will perform the inspection and collect samples.
3. Polarized Light Microscopy (PLM) will be used to analyze friable samples. These samples would include wall/ceiling plaster, gypsum, insulation etc.
4. Non-friable Organically Bound (NOB) samples may require a two-step analysis. These samples would include flooring, mastic, caulking, roofing etc. Initially, the sample is prepared for analysis using matrix reduction and then analyzed first using PLM NOB

Description of Activities:	Estimate
1) ***Limited Asbestos Survey.*** Shall include field inspection to collect bulk samples of all suspect ACM.	**$ 250.00**
2) ***Sample Analysis for Bulk Sampling (72 Hour Turn Around Time)***	
Polarized Light Microscopy (PLM) – Friable Samples. ➢ PLM Friable Samples 0 @ $15.00/Sample	**$ - -**
Polarized Light Microscopy (PLM) – Non-friable Organically Bound Samples (Step 1) ➢ PLM NOB Samples 2 @ $28.00/Sample	**$ 56.00**
* Transmission Electron Microscopy (TEM) – NOB Samples (Step 2) ➢ TEM Samples 2 @ $35/Sample	**$70.00**
Total Sample Estimate	**$ 126.00**
TOTAL ESTIMATED COST:	**$376.00**
Estimate is good for 30 days	

Conditions:

- Ensure that the property and structure are safely accessible for the REST team to conduct necessary sampling.
- Final invoice will be adjusted based on the actual number and type of samples taken during the survey.
- Pricing is based on turn-around times indicated in this proposal. If expedited turn-around time is needed, an increase shall apply.

Payment Terms:

- Due on receipt of invoice
- Final payment is due prior to issuing the final report
- Credit Card Payment is available and must be requested by the client. Additional Charge will be applied to invoice of 3 %.

We appreciate this opportunity to provide this proposal and look forward to working with you on this project if selected. If you have any questions, please feel free to contact me anytime.

If you accept this proposal please sign and return bdousharm@romeenv.com

Sincerely,



M. Eric Dousharm | Owner | Rome Environmental Solution & Testing, LLC.

ACCEPTED BY:

_____ _____

Authorized Signature Date

_____

Printed Signature

_____

Company Name

Meeting: 10/05/2026
Moved by:
Seconded by:

Resolution 2026-140

Authorization to Sign Public Sector HR Consultants, LLC Employee Handbook Review and Update Professional Services Agreement

WHEREAS, the Town needs to update the Town of Newport Employee Handbook to be up to date with changes in federal, state, and local law for next fiscal year; and

WHEREAS, the Town needs to comply with copyright requirements of content utilized within the Town of Newport Employee Handbook; and

WHEREAS, the Town has received a proposal for a review and update to the Town of Newport Employee Handbook that is in compliance with copyright requirements and the Town of Newport Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to sign the Employee Handbook Review and Update Professional Services Agreement from Public Sector HR Consultants, LLC (Appendix A.6).

Financial Impact:
N/A

	Ayes	Nays
Councilmember Coleman	____	____
Councilmember Damone	____	____
Councilmember Dodge	____	____
Councilmember Goodman	____	____
Supervisor Lowell	____	____

PublicSectorHR CONSULTANTS LLC Human Resource Solutions Made Simple	**TOWN OF NEWPORT** ***Professional Services Agreement*** **EMPLOYEE HANDBOOK REVIEW AND UPDATE**

PARTIES TO AGREEMENT

This Professional Services Agreement is made by and between the Town of Newport, herein referred to as the "Client", and Public Sector HR Consultants LLC (PSHRC), with principal offices located at 14 Knollwood Drive, Glenville, NY, 12302.

PSHRC provides a comprehensive human resource management consulting service. PSHRC does not represent that it is in the practice of law, but provides administrative and consulting services to effectively manage the Client's human resource management needs. In the event the Client requests that its legal counsel participates in any aspect of PSHRC's human resource management, PSHRC will consult with the Client's legal counsel as directed. The Client understands and agrees that PSHRC's role is limited to an advisory capacity only and that the application and implementation of the information and services provided by PSHRC, and any employment actions pursued as a result of advice furnished by PSHRC, are solely the responsibility of the Client. Furthermore, Client understands that neither PSHRC nor any other party can determine with certainty how an appropriate government agency or other trier of fact may apply the law with regard to a specific factual situation. As a result of such, Client acknowledges that PSHRC shall not be responsible to Client as a result of a determination made by a government agency and/or other trier of fact absent negligence or willful misconduct of PSHRC.

SCOPE OF SERVICES

EMPLOYEE HANDBOOK

PSHRC will review and update the ***Town of Newport Employee Handbook***. The specific professional services to be provided by PSHRC will include:

1. Review current Human Resource practices and procedures addressed in the Employee Handbook and determine and/or recommend improvements and modifications.

2. Identify new compliance regulations, employee benefits, and personnel policies, procedures and established practices in need of revision and prepare specific modifications to be incorporated into the Employee Handbook.

3. Provide an executive draft of the revised Employee Handbook for review by designated Town Officials and staff.

4. Conduct follow-up telephone consultation as necessary to identify any further modifications that may be desired or necessary.

5. Produce a master electronic copy of the finalized Employee Handbook with PSHRC copyright notice.

FEE FOR SERVICES

The fee for the services described above will be **$2,900**, billable upon delivery of the updated handbook.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement through their respective representatives.

Town of Newport	**Public Sector HR Consultants LLC**
Signature:	*Signature:* Ronni M. Travers
Print Name:	*Print Name:* Ronni M. Travers
Title:	*Title:* President
Date:	*Date:* 10/1/26

Meeting: 10/05/2026
Moved by:
Seconded by:

Resolution 2026-141

Authorization to Advertise Grant Writing Professional Services for the Herkimer-Oneida Counties Transportation Council (HOCTC) Local Bridge Preliminary Engineering Program Request for Proposals

WHEREAS, the Herkimer-Oneida Counties Transportation Council (HOCTC) is accepting applications for the Local Bridge Preliminary Engineering Program, which is intended to give local governments an opportunity to complete bridge preliminary engineering studies ahead of the next NYSDOT Bridge NY program solicitation.; and

WHEREAS, A total of $3 million in federal funding is available to communities in Herkimer and Oneida Counties on a first-come, first-served basis. There is no minimum or maximum request; and

WHEREAS, the Town does not have the expertise or experience in-house to prepare a competitive application for this grant opportunity to help fund the replacement of Woodchuck Hill Road Bridge and finds that it would be in the best interests of the Town to hire a grant writing consultant.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the advertisement of a Grant Writing Professional Services for the Herkimer-Oneida Counties Transportation Council (HOCTC) Local Bridge Preliminary Engineering Program Request for Proposals.

Financial Impact:
N/A

	Ayes	Nays
Councilmember Coleman	____	____
Councilmember Damone	____	____
Councilmember Dodge	____	____
Councilmember Goodman	____	____
Supervisor Lowell	____	____

Meeting: 10/05/2026
Moved by:
Seconded by:

Resolution 2026-142

Authorization to Pay General Fund Bills

WHEREAS, the NYS Department of Audit and Control requires Town Boards to sign and inspect all vouchers coming into the Town for payment.

NOW, THEREFORE, BE IT RESOLVED that the Town Board authorizes the payment of General Fund vouchers #238-#251 in the amount of $6,456.42.

Financial Impact:
-$6,456.42 from General Fund

	Ayes	Nays
Councilmember Coleman	____	____
Councilmember Damone	____	____
Councilmember Dodge	____	____
Councilmember Goodman	____	____
Supervisor Lowell	____	____

Meeting: 10/05/2026
Moved by:
Seconded by:

Resolution 2026-143

Authorization to Pay Highway Fund Bills

WHEREAS, the NYS Department of Audit and Control requires Town Boards to sign and inspect all vouchers coming into the Town for payment.

NOW, THEREFORE, BE IT RESOLVED that the Town Board authorizes the payment of Highway Fund vouchers #89-#91 in the amount of $3,070.42.

Financial Impact:
-$3,070.42 from Highway Fund

	Ayes	Nays
Councilmember Coleman	____	____
Councilmember Damone	____	____
Councilmember Dodge	____	____
Councilmember Goodman	____	____
Supervisor Lowell	____	____