

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



City of Newport
 222 Main Street
 Newport, Vermont 05855
www.newportvermont.org

Newport City Council Meeting
Council Meeting Agenda
Monday, March 18, 2024, beginning at 6:30 p.m.
Newport City Council Room

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

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

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

1. Call the Council Meeting to Order
2. Additions/Deletions to the Agenda
3. Approve the minutes of March 4th Council Meeting, March 4th Informational Meeting and March 5, 2024 Annual Meeting - Anticipated VOTE
4. Election of Council President - Anticipated VOTE
5. City Council Rules of Procedure - Anticipated VOTE
6. City Government Appointments - Anticipated VOTE
 - a. City Manager
 - b. Superintendent of Streets & Waterworks
 - c. Chief of Police
 - d. Board of Fire Wardens
 - e. Director of Recreation & Parks
 - f. Recreation Committee
 - g. Chief Assessor
 - h. Collector of Taxes & Constable
 - i. Zoning Administrator
 - j. City Counsel
 - k. Cemetery Commission (3)
 - l. City Landscaper
 - m. Planning Commission & Historic Preservation
 - n. Harbor Master
 - o. Harbor Commission
 - p. Development Review Board
 - q. Animal Control Officer
 - r. Health Officer
 - s. Tree Warden
 - t. Representative to NVDA (2)
 - u. Representative to NVEDD
 - v. Weigher of Coal
 - w. Inspector of Wood & Shingles
 - x. Building Safety Officer
 - y. E911 Coordinator
 - z. Emergency Management Director
 - aa. Board of School Trustees
 - bb. City School District Moderator
 - cc. City School Trustee
 - dd. Grand Juror
 - ee. Auditors
 - ff. Assistant Assessors
 - gg. NEK Broadband

7. Authorization to Sign Warrants - 24 V.S.A. §1623(a)(1) - Anticipated VOTE
8. Newport City Downtown Development - Electronic Kiosk Update
9. Fire Department - New Engine/Pumper Update
10. Road Agreement - Update on Wildflower Way
11. Vacation Time Ratification - Anticipated VOTE
12. MVP Group Health Plan Contract - Anticipated VOTE
13. Residuals Management Service Agreement - Anticipated VOTE
14. Water and Wastewater Allocation - Anticipated VOTE
15. Water & Sewer Rates Discussion
16. Comments by Members of the Public
17. New Business
18. Old Business
19. Set next meeting: Regularly Scheduled Council Meeting: April 1, 2024
20. Adjourn

Newport City Council Meeting Participation Guidelines

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

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

City Manager (802) 334-5136
334-3891
City Clerk/Treasurer 334-2112
334-3892
Public Works 334-2124
Zoning Adm./Assessor ... 334-6992
Recreation/Parks 334-6345
Fax 334-5632



City of Newport
222 Main Street
Newport, Vermont 05855

City Manager Report - March 18, 2024

I started in my new role as City Manager on Monday, March 11, 2024, and began the week with the March legislative breakfast at the Eastside Restaurant. Both Senator Russ Ingalls and Representative Katherine Sims gave updates to those in attendance about key topics being discussed in Montpelier and how mid-point of the legislative session (Crossover) was approaching. What is Crossover? Crossover is the unofficial halfway point of the legislative session where bills must be passed onto the other chamber, or it's done for the session. On March 15, bills that do not involve money and have been voted upon by the originating body cross over to the other body. On March 22, the bills that require spending make the crossing.

After returning to City Hall following the legislative breakfast, Police Chief Bingham provided me with a tour of the Police Department facilities at City Hall. We discussed the many different types of incidents/activities that the department responds to/participates in and the challenges of the current facility. These challenges include but are not limited to: a non-secured building, entrance and storage of police cruisers and other police equipment, lack of evidence storage space, and that the suspects being brought in are exposed to the Senior Center, handicap entrance, other public spaces, etc.

Participated in the City's solar eclipse planning with the leadership team to discuss the Monday, April 8 event in Gardner Park and what the City is doing to prepare for the influx of people visiting our community. We anticipate roughly 10,000 people will be in attendance in Newport for this event. Our city staff will be all hands on deck to make sure that our residents and visitors remain safe while being able to enjoy this once in a lifetime experience. Newport City Downtown Development is sponsoring this event taking place from 2:00 PM - 4:45 PM.

<https://www.discovernewportvt.com/event/2024-solar-eclipse-event/>

Went on NEK-TV with Mayor Sullivan to introduce myself to the community and go over key priorities coming into the position. These priorities include: transparency in local government, creation of new jobs, addition of all types of new housing, redevelopment of existing housing, economic development, Northeast Kingdom International Airport expansion, water quality and other environmental issues.

Participated in a luncheon for the new City Manager with the leadership team. This allowed for everyone to meet the City Manager and socialize together over lunch.

Participated in the fire department training on Tuesday evening to meet with members of the fire department and discuss the status of the department over the past six months or so. We also placed two new AEDs in service on Engine 2 and Rescue 1.

Participated in the City Council/City Manager Orientation Breakfast to meet with the newly elected City Council member (Rick) and the leadership team. This meeting was to highlight what each department does on a regular basis in addition to any key projects and issues that need addressing. These updates came from the following departments: Planning & Zoning, Recreation, Police, Public Works, Fire, Clerk/Treasurer, and Comptroller/Programs Director.

Participated in a water/sewer rate discussion to best determine a path moving forward on the rate structure. This particular topic will be on the next couple City Council agendas to have additional discussion amongst the Council.

Discussed with Mayor Sullivan and Treasurer James Johnson about creating a liability line item to account for the taxes that are collected for the school.

Went over to North Country High School and introduced myself to the administration staff including the principal and two assistant principals. Also met with the School Resource Officer to discuss how the Police Department is integrated into the school system and the positive impact this is having on the students.

Participated in a solar eclipse tabletop exercise at North Country Hospital. Participating organizations included North Country Hospital, City of Newport, Vermont State Police, Orleans County Sheriffs, Jay Peak Resort, Vermont Emergency Management, Northeastern Vermont Development Association, Newport Ambulance Service, and Glover Ambulance Service.

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

Have scheduled a meeting on Monday with Mayor Sullivan to discuss the following items:

- City Issued Credit Cards
- School Liability Line Item
- Northeast Kingdom International Airport
- Grievance Policies for Non-union Employees & Police Department
- Approval/Acceptance of Private Infrastructure
- Goodrich Memorial Library
- Bylaws for Boards, Commissions, and Committees

Council Minutes

DRAFT

March 4, 2024

A duly warned meeting of the Newport City Council was held on March 4, 2024, in the Newport Municipal Building. Present were Mayor Linda Sullivan, Council President John Wilson, Council Members Kevin Charboneau, Clark Curtis, and Chris Vachon, City Clerk James Johnson, Comptroller Rebecca Therrien, Public Works Director Tom Bernier, Police Chief Travis Bingham, Zoning Administrator Francis Cheney III, Rep. Woodman Page, Senator Russ Ingalls.

Mayor Sullivan called the meeting to order at 6:48pm.

Additions/Deletions to the Agenda

None

Approval of Minutes

Mr. Vachon moved to approve the minutes of February 26, 2024. Seconded by Mr. Wilson, motion carried unanimously.

Conflict of Interest Policy

Mr. Curtis moved to approve the Conflict-of-Interest Policy as presented. Seconded by Mr. Vachon, motion carried. Wilson, Curtis, Vachon in favor, Charboneau against.

Water & Sewer Rates Discussion

Mr. Johnson presented the council with an option to consider regarding increasing water & sewer rates.

Ms. Bjurling thought the increase would be \$10 per person to pay for the Water Tower.

Anne Chiarello requested a copy of what was presented.

Mr. Wilson felt the discussion should be put off until the next meeting.

Mr. Curtis moved to move the discussion to the March 18th meeting. Seconded by Mr. Vachon, motion carried unanimously.

Next Meeting Date

Mr. Charboneau moved that the next meeting date be March 18, 2024. Seconded by Mr. Wilson, motion carried.

New Business

Mr. Charboneau moved to approve a Tobacco License for the Family Dollar Store. Seconded by Mr. Wilson, motion carried unanimously.

Mayor Sullivan announced she had contacted the state about the Casella issue.

Mayor Sullivan announced that she, Senator Ingalls, State Treasurer and the City Manager will be having a community forum on May 13, 2024

Old Business

Mayor Sullivan thanked Mr. Wilson for his years of service on the City Council and read a letter from the Governor.

Mr. Vachon presented Mr. Wilson with a plaque for his years of service to the city.

Rep Page and Senator Ingalls presented Mr. Wilson with a Public Service Award and A House of Representatives Resolution for his years of service to the city.

Comments by the Public

Laurie Grimm stated for the record she is a candidate for City council and commented on the Candidates and the new council.

Reception for Mr. Wilson in the upstairs hallway.

Adjournment

Mr. Wilson moved to adjourn at 7:34pm. Seconded by Mr. Charboneau, motion carried unanimously.

Attested _____ This _____ day of _____ 2024.

_____ Mayor

Public Informational Meeting

March 4, 2024

A duly warned informational meeting prior to the 2024 Annual Meeting was held on March 4, 2024, in the Newport Municipal Building. Present was Mayor Linda Sullivan, Council President John Wilson, council members Kevin Charboneau, Clark Curtis, and Chris Vachon, city Clerk/Treasurer James Johnson, and Comptroller Rebecca Therrien.

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

Representative Page and Senator Ingalls gave legislative updates. There were no comments or questions on the City Budget, City School Budget or the Articles.

The meeting was adjourned at 6:47pm.

Attested _____ This _____ Day of _____ 2024.

Mayor

Annual Meeting Minutes

March 5, 2024

The 106th Annual Meeting of the City of Newport, Vermont was held on Tuesday, March 5, 2023, in the Newport Municipal Building beginning at 8:00am.

Articles 1 thru 16 were voted on by Australian Ballot. North Country Union High School District Articles 4 through 6 and Newport City School District articles 5 through 7 were voted on by paper ballot. The polls opened at 8:00am and closed at 7:00pm

NCUHSD articles 4 through 6 passed, NCSD articles 5 thru 7 passed. Articles 1 thru 16 voted by Australian Ballot passed. Article 17 any other business to come before the Annual Meeting was addressed in the Municipal Building starting at 8:00pm. Present were Mayor Linda Sullivan, Council President John Wilson, Council Members Kevin Charboneau, Clark Curtis, and Chris Vachon, Clerk/Treasurer James Johnson, Public Works Director Tom Bernier, members of the Press and Public

Mayor Sullivan continued the Annual Meeting at 8:00pm.

City Clerk James Johnson read the results for city offices.

For City Council (vote for two)

Kevin Charboneau	359*
Laurie Grimm	334
Carl King	76
Andrew Touchette	347
Rick Ufford-Chase	379*

For Trustee to Union School District #22 (vote for one)

Timothy Cartee	648*
----------------	------

For City School Trustee (vote for two)

Elizabeth Daly 577*

Carrie Ann Roberge 600*

No one ran and no one was elected to the positions of City School Moderator, Grand Juror, and Constable.

Article 17

Other business that may legally come before the Annual Meeting.

None.

Adjournment

Mr. Curtis moved to adjourn at 8:10 pm. Seconded by Mr. Vachon, motion carried unanimously.

Attested _____ this _____ day of March 2024

_____ Mayor

NEWPORT CITY RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS

A. PURPOSE.

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

B. APPLICATION.

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

C. ORGANIZATION.

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

D. AGENDAS.

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

E. MEETINGS.

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

F. PUBLIC PARTICIPATION.

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

Dated this 18th day of March, 2024:

Linda Joy Sullivan, Mayor

Council President

MEMO

To: Mayor Sullivan
Newport City Council

From: Jaime Comtois, Recreation Committee Chairperson

Date: March 13, 2024

Re: Recreation Committee Appointments

The Newport Recreation Committee recommend the following for reappointment to the Newport Recreation Committee:

Jennifer Smith (Newport) - Reappointment for 2 year term ending in 2026
Sean Pilkner (Newport) - Reappointment for 2 year term ending in 2026
Nick Whitehouse (Newport) - Reappointment for 2 year term ending in 2026
Matt Kiley (Newport) - Reappointment for 2 year term ending in 2026

Existing Recreation Committee Members:

Jaime Comtois (Newport) -2025
Kelli Rhodes (Brownington)- 2025
Sue Kiley (Newport) - 2025
Carter Finnegan (Newport) - 2025
Aaliyah Wilburn (Newport) - 2024 High School member/ term is up at end of school year

Rec Committee

Colleen Cole <coleencole1979@gmail.com>

Fri 2/16/2024 7:36 PM

To: Recreation Admin <Info@newportrecreation.org>

To: Whom it May Concern,

Good evening,

My name is Colleen Cole. I work as your photographer, but would love to be a part of the team even further, to share my creative ideas.

I am currently a full time case manager at NKHS, working with individuals with intellectual disabilities. I also lead the Newport Self Advocacy chapter, and was named Ally of the year two years in a row. I plan all of their events, create their flyers, reach out to are businesses for donations, and am a spoke person to get other community members involved.

I was proudly born in Newport, my father an avid and famous ice fisherman on the lakes surrounding beautiful Newport. Being a part of the Newport Parks and Recreation team as it is a blessing, especially knowing where I come from and how much as a teenager I utilized the Municipal Building and spent here. I love giving back to my community-especially in a creative way, so I truly believe I would be an amazing asset to the committee.

I hope this letter finds u in consideration of my addition. Thanks for your time.

Sincerely,

Colleen Spaulding Cole
Morgan, VT

City Manager..... (802) 334-5136
City Clerk / Treasurer..... 334-3891
Public Works..... 334-2112
Zoning Adm. / Assessor..... 334-3892
Recreation / Parks..... 334-2124
Fax..... 334-6992
334-6345
334-5632



City of Newport
222 Main Street
Newport, Vermont 05855

Mr. James Johnson
City Clerk/Treasurer
222 Main Street
Newport, VT 05855

12 March 2024

Dear Mr. Johnson,

Please accept this letter as notification that the three current members of the East Main Street Cemetery Commission have decided to continue to serve on the commission for another year.

Current members are:
Denis A. Chenette
Jean Condon
Paul Monette

Should you have any questions, please feel free to contact me.

Respectfully submitted,

Denis A. Chenette
East Main Street Cemetery Commission



jonathan delabruere <jonathan.delabruere@newportvermont.org>

Cemetery commission

1 message

Linda Joy Sullivan <mayor.sullivan@newportvermont.org>

Fri, Mar 15, 2024 at 2:07 PM

To: jonathan delabruere <jonathan.delabruere@newportvermont.org>

Council member Clark Curtis is interested

Linda Joy Sullivan, CPA, MBA, LL.M
Mayor, Newport City, Vermont
Cell: 802-558-1457

Pursuant to Internal Revenue Service Circular 230, we are required to advise you that if there is any tax advice contained herein, it is not intended to be used, and cannot be used, by the addressee or any taxpayer, for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code.

This e-mail communication is confidential and is intended only for the individual(s) or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this email in error by replying to the email. Please then delete the email and any copies of it.

Memo

To: The Newport City Council
From: Frank Cheney, Zoning Administrator
Date: March 12, 2024
RE: Appointments

The Newport City Planning Commission, Historic Preservation Committee and Newport Zoning Administrator are very pleased to be able to take this opportunity to recommend the following reappointments.

*John Monette- Reappointment to a 3-year term, ending in 2027.

*Gina Cirelli- Reappointment to a 3- year term, ending in 2027.

Current Newport City Planning Commission and Historic Preservation Committee

John Monette, Chair

Denis Chenette, Vice Chair

Gina Cirelli

Kevin Mead

Carole O' Connell

* Letters of Interest from candidates are attached.

Respectfully submitted,



Frank Cheney, Zoning Administrator

JOHN P. MONETTE
109 Meadow Lane
P. O. Box 844
Newport, Vermont 05855

March 12, 2024

To: Mayor and City Council
c/o Frank Cheney, Zoning Administrator
Newport, Vermont

Via e-mail only

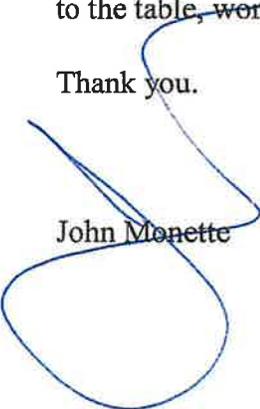
Re: Planning Commission
Historic Preservation Commission

This is to let you know that I wish to be considered for reappointment to the Planning Commission and the Historic Preservation Commission. I have served on both since 2019 and would like to continue to see the current zoning update project through to completion and enactment.

The current members of the commissions bring a diverse range of backgrounds and experiences to the table, work well together and are dedicated to the tasks before the commissions.

Thank you.

John Monette



Gina Cirelli

3/12/2024 1:19 PM
3/12/2024 1:19 PM

City of Newport, Vermont

2270 Main St
Newport, VT 05555
Phone: 802-253-1211

Dear Mayor Sullivan and the Members of the City Council:

My name is Gina Cirelli and I have been a resident of Newport City since May of 2019. I have been serving on the Newport City Planning Commission and the Historic Preservation Commission since April of 2023.

For the past year, the Planning Commission has been working at modernizing the city's zoning laws per the state's request, and I have enjoyed working with the other members to do so. I would very much like to continue this task and any further efforts the commission requires as Newport grows.

In the future I also hope to work with the members of the Historic Preservation Commission to further define its role so that we can retain and celebrate the city's historic properties. I have a deep love of history and I understand the importance of preservation as I have previously worked as an administrative assistant to one of the curators at the Smithsonian National Museum or the American Indian. I am currently restoring the original details of my 1939 house in town and would eventually like to see it on the state and/or national registries.

I thank you for your consideration for the reappointment of a three year term of these commissions.

Sincerely,



Gina Cirelli
3/12/2024

Dear Mayor Sullivan and City Manager DeLaBruere,

I am writing to express my interest in serving on either the Development Review Board (DRB) or Planning Commission/Historic Preservation Commissions for the City of Newport, Vermont. With a profound commitment to community development and a wealth of experience in various facets of construction, development, and urban planning, I believe I am exceptionally well-suited to contribute effectively to these esteemed commissions.

As a dedicated resident of Newport for the past eight years, I have had the privilege of witnessing the city's evolution firsthand. My extensive background spanning over three decades in residential and commercial construction and development projects equips me with invaluable insights into the intricacies of urban development.

Moreover, my tenure as a Transportation Commissioner for the City of Fairbanks, Alaska, and as a Planning Commissioner for the City of North Adams, Massachusetts, has endowed me with a deep understanding of municipal governance and the critical role played by regulatory bodies in shaping the urban landscape. These experiences have honed my ability to navigate complex regulatory frameworks and foster collaborative decision-making processes.

I have actively contributed to numerous regional initiatives, collaborating with regional planners on subdivision developments and playing a pivotal role in crafting the Alaska Rural Energy Efficiency Building Standards. My pioneering involvement as a rater and contractor trainer for the US Green Building Council LEED for Homes program underscores my commitment to sustainable development practices—an ethos that I aim to integrate into my service on the commissions.

Furthermore, my professional background as a Property Tax Appraiser for the Fairbanks North Star Borough and my prior engagement with the Alaska Division of Energy underscore my expertise in energy efficiency standards and housing and commercial appraisal—an asset that I believe will be invaluable in evaluating development proposals through a multifaceted lens.

Having instructed courses in Energy Efficient Home Design for the University of Alaska Petroleum Engineering Department and conducted energy efficiency assessments for the US Energy Star program and US Green Building Council across multiple states, I possess a comprehensive understanding of the intersection between sustainable design principles and regulatory compliance—an expertise that will be instrumental in advancing the city's sustainability agenda.

My familiarity with both Form-Based Codes and Conventional Zoning (Euclidean Zoning) positions me as a versatile candidate capable of navigating diverse regulatory paradigms to ensure holistic urban planning outcomes.

I am genuinely enthusiastic about the opportunity to contribute to the continued growth and prosperity of Newport by serving on these esteemed commissions. I am confident that my blend of experience, expertise, and passion will enable me to make meaningful contributions to the city's development agenda.

Thank you for considering my application. I eagerly await the opportunity to further discuss how my qualifications align with the needs of the commissions.

Warm regards,

Jay Walsh
91 Jackson, St., Newport, VT
jaywalsh@usa.net
C 413-329-1755

Memo

To: The Newport City Council
From: Frank Cheney, Zoning Administrator
Date: March 12, 2024
RE: Appointments

I would like to take this opportunity to request that the Newport City Council consider the following reappointments to the Newport City Developmental Review Board.

*Agathe Coburn- Reappointment to a 2- year term, ending in 2026.

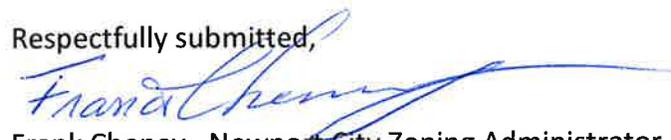
*Patrick Hurley- Reappointment to a 2-year term, ending in 2026.

Current Newport City Developmental Review Board Members

Agathe Coburn- Chair
Denis Chenette- Vice Chair
Patrick Hurley- Secretary
Melissa Pettersson
Jay Gonyaw

* Letters of Interest from candidates are attached

Respectfully submitted,



Frank Cheney, Newport City Zoning Administrator

Development Review Board

March 13, 2024

Agathe Coburn
232 bobbin mill rd
Newport vt 05855

To city council

I would like to ask the council to consider to reappoint me to the DRB for another 2 years.

Sincerely yours,

Agathe Coburn
Chair of the DRB

March 18,2024

TO:

City of Newport
Attn: Development Review Board
222 Main St
Newport, VT 05855
(802) 334-2112
james.johnson.clerk@newportvermont.org

FROM:

Patrick Hurley
322 Sias Ave
Newport, VT 05855
(781) 389-4494
patrick@windenwater.com

Re: Letter of Intent to join the Newport City Development Review Board

Dear Mr. Johnson & Mr. Cheney,

I am writing to express an interest in continuing my service on the Development Review Board for the City of Newport. I have lived in Newport 3 years this month, and over this time, have learned about and experienced all that Newport has to offer. I feel at this time I have grown familiar enough with the town, the residents, and our collective vision that I can confidently offer my time and insight to guide Newport's future development in a productive and responsible way. I have thoroughly enjoyed my time on the DRB over the past 8 months.

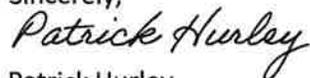
For over 10 years I have worked in the private consulting industry, offering professional planning, design, and construction services for natural resources and recreational development projects. Through this work, I am intimately aware of State and Federal requirements for development projects, including Operational and Construction Stormwater permits, the Army Corps of Engineers General Permit, Lake Encroachment and Shoreland Protection permits, Wastewater and septic permits, and others. I have broad professional experience in developing and interpreting engineering plans, reports, economic feasibility studies, models, and construction site management.

Outside of work, I am heavily involved in Newport volunteer initiatives and development concepts. I work closely with folks at the City of Newport, Newport City Downtown Development, Memphremagog Community Maritime, Newport Marina Condo Association, and Memphremagog Watershed Association to plan community events and develop sustainable infrastructure that benefits all residents and visitors. For instance, I was the Project Manager for the Newport Marina Stormwater Improvement project, constructed in summer 2023. This project will capture and treat stormwater runoff from over 125 acres upgradient of Farrant St in an effort to protect our beautiful lake and improve our City's infrastructure. In addition, I am part of a group of nearly 20 people who are actively pursuing a redevelopment project in some of the vacant building spaces on Main Street to re-energize our downtown.

My education in sustainable development planning and my background in Project Management make me an ideal candidate to sit on the Development Review Board. I would like to continue working on this Board so that I can stay informed of development projects in Newport and work to protect our natural resources while improving the economic sustainability of our City.

Thank you for your time and consideration.

Sincerely,



Patrick Hurley

TO: Newport Vermont City Council

DATE: March 11, 2024

RE: Development Review Board Position

To the Members of the Newport City Council:

Please consider this letter my interest in serving on the Development Review Board.

Since moving to Newport in 2006, I have maintained involvement in many of the Newport City Study groups, as well as an interest in what is happening in residential and commercial Real Estate in the city. I have an interest in the development of Newport and believe that I will bring a fresh outlook and interest to the work of the committee.

Thank you for your consideration.

Laurie Grimm
200 Mountain View Drive
Newport, VT 05855
802-323-8475

To: Newport City Council

Date: March 12, 2024

RE: Development Review Board

Please consider this letter of interest in serving on the Development Review board.

I would appreciate the opportunity to serve on the board, so I could remain involved within the city government and the continued growth of our city. I feel this would also prove to be beneficial within the pre planning aspects for emergency services.

Thank you for your consideration

Andrew Touchette

65 Lord Nelson Lane

Newport, VT 05855

802-323-4780

Andrew.touchette@yahoo.com



jonathan delabruere <jonathan.delabruere@newportvermont.org>

Fwd: NEK Broadband

Linda Sullivan <mayor.sullivan@newportvermont.org>
To: jonathan.delabruere@newportvermont.org
Cc: Rebecca Therrien <Rebecca.Therrien@newportvermont.org>

Mon, Mar 11, 2024 at 5:55 PM

For our council packets to be added with any other letters of interest

Thank you

Linda Joy Sullivan, MBA, CPA, LL.M

Mayor, Newport City

Cell: 802-558-1457

Sent from my iPad

Begin forwarded message:

From: Woodman Page <woodmanpage@gmail.com>
Date: March 11, 2024 at 1:39:49 PM EDT
To: Linda Sullivan <mayor.sullivan@newportvermont.org>
Cc: chris.vachon@newportvermont.org
Subject: RE: NEK Broadband

Dear Mayor Sullivan,

Yes, you may appoint me should you wish. Chris Vachon is also the Alternate. Woody

Sent from Mail for Windows

From: Linda Sullivan
Sent: Monday, March 11, 2024 12:27 PM
To: Woodman Page
Subject: NEK Broadband

Dear Representative Page:

You are listed as a member of the NEK Broadband Board. The council is looking to appoint the members. If you are still interested in being considered for this position, please let me know.

Thank you

Linda Joy Sullivan, MBA, CPA, LL.M

Mayor, Newport City

Cell: 802-558-1457

Discover

Newport
VERMONT



Newport City Downtown Development

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

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

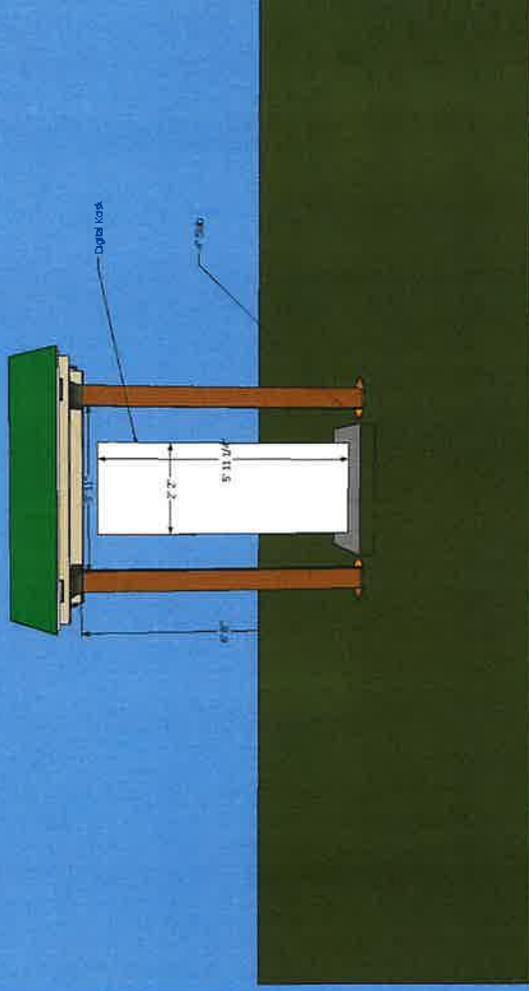
- This project grows out of a recommendation made in Section 3: Vision Plan of the 2018 Waterfront and Downtown Master Plan
- In 2022, NCDD's Economic Development Committee reviewed proposals from three companies and chose Advanced Kiosk in New Hampshire
- Funding for the Project was secured through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

What the Kiosk Will Look Like

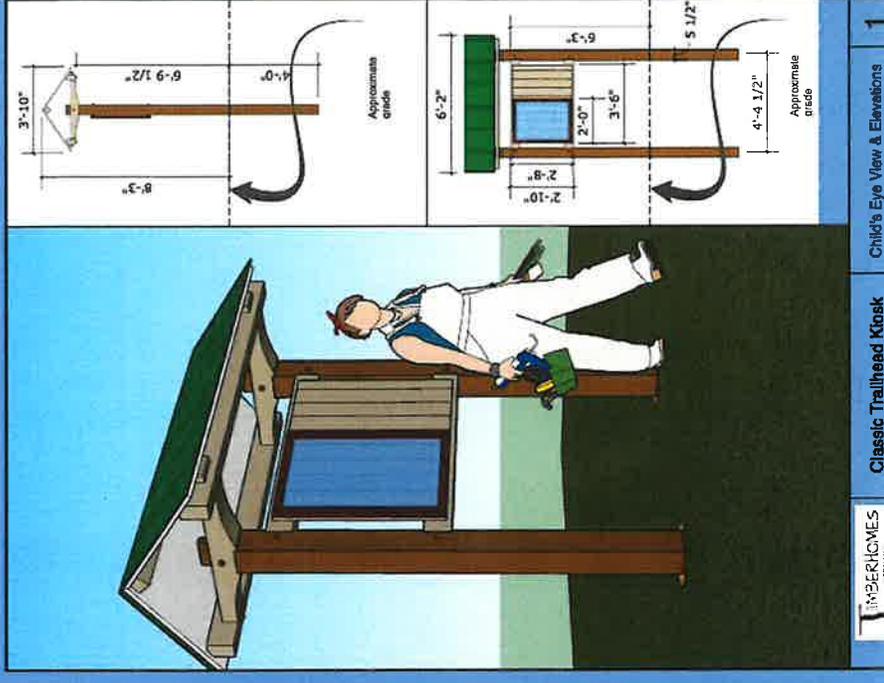


This is a picture of a similar kiosk currently in-service in Carlsbad NM, using an appropriate shelter for their climate.

Proposed Shelter for our Kiosk



Proposed Shelter to be built and installed by Timberhomes Vermont



Implementation

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

Content and Location

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

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

No Action Required:

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

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT we, RANDALL J. BLAISE and SYLVIA M. BLAISE, husband and wife, both of the City of Newport in the County of Orleans and State of Vermont, Grantors, in the consideration of One Dollar and other good and valuable consideration paid to our satisfaction by MARGARET J. WELSH, Trustee of the Welsh Family Trust of the City of Newport in the County of Orleans and State of Vermont, Grantees, by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee MARGARET J. WELSH, Trustee of the Welsh Family Trust, and her heirs and assigns forever, a certain piece of land in the City of Newport in the County of Orleans and State of Vermont, described as follows, viz:

Being all the same land and premises, together with the 1995 Commodore Brookwood modular home affixed thereto, having a current E-911 address of 140 Wildflower Way in the City of Newport, as conveyed in a Warranty Deed from Elena M. Zehner, surviving spouse, to Randall J. Blaise and Sylvia M. Blaise, husband and wife, dated July 3, 2007 and recorded in the City of Newport Land Records at Book 186, Pages 103-106. The lands and premises conveyed are more particularly described therein as follows:

"Being all and the same lands and premises, together with all buildings and improvements thereon located at 140 Wildflower Way in said City of Newport, Vermont, as were conveyed in a Warranty Deed from Donald P. Wright and Danielle R. Wright to John D. Zehner (now deceased) and Elena M. Zehner, husband and wife, dated August 30th, 2002, and recorded in Book 146 at Pages 229-231 of the Land Records of the City of Newport, Vermont, and being more particularly described therein as follows:

Being all and the same lands and premises, together with the residence and other improvements thereon, which were conveyed in a Warranty Deed from GHB Enterprises to Donald P. Wright and Danielle R. Wright, husband and wife, dated June 29, 1995 and recorded in the City of Newport Land Records at Book 116, Pages 163-165. The property hereby conveyed is more particularly described therein as follows:

Being a parcel of land containing 0.89 acres, more or less, and depicted as Lot No. 8 on a Survey Plan prepared by Blais Surveying Company dated August 2, 1989, and bearing Map No. 196-89, which Survey Plan depicts a portion of the Lake Memphremagog Views Subdivision. Based upon said Survey Plan, the land and premises herein conveyed are more particularly described as follows:

Commencing at an iron pin with Blais I.D. Cap located at the southeasterly corner of the subject land and premises, which iron pin marks the southwesterly corner of land and premises now or formerly owned by Monette and depicted at Lot No. 6 on the above referenced Survey Plan; thence running N 00° 33' E a distance of 171.0 feet along the Monette boundary to an iron pin set in the

boundary of land and premises now or formerly owned by Robertson; thence turning and running N 49° 26' W a distance of 134.3 feet along the Robertson boundary to an iron pin set in the southeasterly edge of the right-of-way of Highland Avenue; thence turning and running along the southeasterly edge of right-of-way of Highway Avenue on the following bearings and distances: S 51° 43' W a distance of 94.2 feet to a point, S 51° 57' W a distance of 105.8 feet to an iron pin with Blais I.D. Cap, which iron pin is located at the northernmost corner of Lot No. 60, as depicted on the above referenced Survey Plan; thence turning and running S 50° 35' E a distance of 110.0 feet along the boundary of Lot No. 60 to an iron pin; thence running S 69° 13' E a distance of 30.0 feet along the terminus of the hereinafter referenced right-of-way to an iron pin, which iron pin is set at the north westernmost corner of Lot No. 9, as depicted on the above referenced Survey Plan; thence running S 69° 26' E a distance of 154.4 feet along said Lot No. 9 to the iron pin located at the point and place of beginning.

There is also hereby conveyed to the Grantees, their heirs and assigns, an undivided one-eighth (1/8th) interest in and to Lot No. 60 as depicted on the above referenced Survey Plan, which Lot includes referenced right-of-way. Said undivided interest in Lot 60 is appurtenant to and for the benefit of Lot No. 8 and may not be conveyed by the Grantees, their heirs and assigns, except in conjunction with, and as an appurtenance to, a conveyance of Lot No. 8, and the rights appurtenant thereto as described in this instrument.

There is also hereby conveyed to the Grantees, their heirs and assigns, in common with the Grantor, its successors and assigns, and third parties of record, a right-of-way for travel by vehicle or otherwise over a right-of-way 30-feet in width which extends from the southeasterly edge of the right-of-way of Highland Avenue, along the southwesterly, southerly and easterly edge of said Lot No. 60, which right-of-way is for the benefits of Lot Nos. 8, 9, 10, 15, 20, 21, 22, and 23 in said Subdivision. Said right-of-way is depicted on the above referenced Survey Plan.

Meaning and intending hereby to convey a part only of all and the same land and premises as conveyed to the Grantor herein, GHB Enterprises, by Lake Memphremagog Views, Inc., by Warranty Deed dated August 25, 1986, and recorded in Book 84, Pages 274-276 of the Newport City Land Records.

There is also hereby conveyed to the Grantees, their heirs and assigns, an undivided one-eighth (1/8th) interest in and to a certain waste water line easement conveyed to GHB Enterprises, by John P. Monette and Janet H. Monette, by Quit-Claim Deed dated October 31, 1990, and recorded in Book 99, Pages 167-168 of the Newport City Land Records.

.....

By the acceptance of this instrument, as evidenced by its recording in the Newport City Land Records, the Grantees, for themselves and their heirs and assigns, covenant and agree that the Grantees, their heirs and assigns, shall pay one-eighth (1/8th) of the expenses associated with the repair and maintenance of the above described common right-of-way and waste water easement and appurtenances thereto, and shall pay one-eighths (1/8th) of any expense associated with the maintenance of Lot No. 60 in said subdivision.

There herein conveyed land and premises are subject to the terms and conditions of Land Use Permit 7R0420-5, dated January 19, 1990, and recorded in Book 98, Pages 15-16 of the City of Newport

Land Records, as corrected by a revised first page thereof which appears of record in Book 98, Page 227 of the Newport City Land Records.'

The said John D. Zehner deceased on March 25th, 2007, as evidenced by his death certificate of record in the Vital Statistics of the City of Newport, leaving full title in the subject land and premises in the said Elena M. Zehner."

Reference is here made to the above-mentioned deeds and their records and to all prior deeds and the records thereof for a further and more complete description of the land and premises herein conveyed.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee MARGARET J. WELSH, Trustee of the Welsh Family Trust, her heirs and assigns, to their own use and behoof forever; And we the said Grantors RANDALL J. BLAISE and SYLVIA M. BLAISE, husband and wife, for ourselves and our heirs, executors, and administrators, do covenant with the said Grantees MARGARET J. WELSH, Trustee of the Welsh Family Trust, her heirs and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE:

And we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever,

IN WITNESS WHEREOF, we hereunto set our hands and seal this 22nd day of September, 2021.

Randall J. Blaise
RANDALL J. BLAISE

Sylvia M. Blaise
SYLVIA M. BLAISE

STATE OF VERMONT
COUNTY OF ORLEANS, SS:

At Derby, Vermont, this 22nd day of September, 2021, Randall J. Blaise and Sylvia M. Blaise personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

JOHN MONETTE
NOTARY PUBLIC - VERMONT
Comm. # 0004335
Comm. Expires Jan. 31, 2023

Before me: _____
NOTARY PUBLIC

My Commission Expires: 01/31/23

City Manager.....(802) 334-5136
 334-3891
 City Clerk / Treasurer..... 334-2112
 334-3892
 Public Works..... 334-2124
 Zoning Adm. / Assessor..... 334-6992
 Recreation / Parks..... 334-6145
 Fax..... 334-5632



City of Newport
 222 Main Street
 Newport, Vermont 05855

EMPLOYEE STATUS CHANGE FORM

Employee: Name Francis Cheney III

Position: Combined Zoning Administrator with Assessor Position

Department: Zoning and Assessor

Effective Date: Full time responsibility begins May 1, 2023 – Assessor authority takes affect May 15, 2023

5/1/2023

*Francis Cheney III
 Zoning and Assessor
 DOL
 Z-A*

***PERSONAL**

Address Change _____
 Phone Number Change _____
 Emergency Contact Change _____

*807 A # 303-415
 2022 # 303-415*

***SALARY/WAGE**

Increase XX Decrease _____

From \$25.00 To \$28.50

Expense Code: Zoning Salary: 0-30-36.10 & Assessor 0-30-34.10. Position will submit a weekly time sheet.

***EMPLOYMENT**

Promotion _____ Position Change XX Merit Increase _____ Other _____ (Explain)

Resignation _____ Retirement _____ Termination _____ Layoff _____

***LEAVE OF ABSENCE**

Worker's Comp _____ FMLA _____ Other _____ (Explain)

From _____ To _____ (Date)

***APPROVAL** The City Council Voted to appoint Mr. Cheney as the Assessor in addition to his Zoning Duties, effective May 1, 2023, creating one full time Department Head benefitted position. His authority as Assessor begins May 15, 2023, upon his predecessor's departure. This is a salaried position starting at \$28.50 an hour with 3 weeks of annual leave. *59,280⁰⁰*

Department Head *Francis Cheney III* Date *5/3/23*
 City Manager *John J. Kelly* Date *5/3/2023*



Newport Police Department
222 Main Street
Newport, VT 05855

Chief Seth C. DiSanto Tel: 802-334-6733
seth.disanto@newportpd.org Fax 802-334-2818



6/10/2019

City Manager Laura Dolgin
Cc: Asst. Clerk Stacey Therrien
Cc: Travis Bingham

Effective July 1, 2019 Travis Bingham will be promoted to the rank of Lieutenant with the Newport Police Department. Lt. Bingham will be a non-Union member. Lt. Bingham's pay rate will be 31.24/hr. He will be a salaried employee and his pay will continue to come from line item 40.41.16.

Lt. Bingham will accrue 4 weeks of vacation per year and be eligible for 2 personal days. His sick time will remain the same capped at 240 hours. All other benefits and pay deductions will remain the same.

Please let me know if you have any further questions. Thank you.

Seth DiSanto

Travis Bingham

Uniform Pay of \$450-

Council Minutes

May 1, 2023

A duly warned meeting of the Newport City Council was held on Monday, May 1, 2023, in the council room in the Newport Municipal Building. Present were Mayor Beth Barnes, Council President John Wilson, Council Members Kevin Charboneau, Chris Vachon and Clark Curtis, City Manager Laura Dolgin, City Clerk/Treasurer James D. Johnson, Public Works Director Tom Bernier, Recreation Director Mike Brown, Fire Chief John Harlamert, Police Chief Travis Bingham, Zoning Administrator Francis Cheney, Programs Administrator Rebecca Therrien, Asst. Clerk/Treasurer Stacey Therrien, Members of the Press and Public.

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

Approval of Minutes

Mr. Wilson moved to approve the minutes of April 17, 2023. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to approve the minutes of April 24, 2023. Seconded by Mr. Curtis, the motion was carried unanimously.

Comments by the Public

Pam Ladds, Anne Chiarello, Jennifer Bjurling and Jennifer Hopkins commented on the proposed sewer/water rates.

Water and Sewer Rates Presentation

Stacey Therrien and Rebecca Therrien presented the sewer/water rates. (attached)

Appointment to the DRB

Mr. Wilson moved to appoint Denis Chenette as an alternate to the DRB. Seconded by Mr. Charboneau, the motion carried unanimously.

Capital Improvement Plan Presentation (attached)

Mr. Vachon moved to schedule public hearings on the plan for June 5, 2023, at 6:00 pm and July 10, 2023, at 6:00 pm. Seconded by Mr. Curtis, motion carried unanimously.

New Business

Mr. Charboneau moved to approve a vendors permit for Rhonda Quirion. Seconded by Mr. Vachon, motion carried unanimously.

Mayor Barnes noted she had met with the Mayor of Winooski and Ernie Pomerleau. Greenup Day is May 6, 2023, a hike with the Mayor at Bluff Side Farms is also on May 6, 2023, and keys were found on Elm St.

Old Business

None

Next Meeting Date

May 15, 2023

Executive Session to Discuss the Appointment of a Public Officer or Employee, 1 VSA (3)(a)(3)

Mr. Vachon moved to enter executive session. Seconded by Mr. Wilson, motion carried unanimously.

In open session Mr. Curtis moved to appoint Francis Cheney III to take on additional duties of Assessor, with assessor authority beginning May 15, 2023. Seconded by Mr. Vachon, motion carried unanimously.

Adjournment

Mr. Charboneau moved to adjourn at 8:12 PM. Seconded by Mr. Wilson, motion carried unanimously.

Attested James Johnson this 15th day of May, 2023.

Beth Barnes Mayor



Your MVP Health Care Group Health Plan Contract

REBECCA THERRIEN
222 MAIN ST
NEWPORT VT 05855

Thank you for choosing MVP.

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

Take advantage of the MVP online resources.

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

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



Your MVP Health Care Group Health Plan Contract

Let's get started.

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

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

Email: **employergroupcontracts@mvphealthcare.com**

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

Mail: Use the postage-paid envelope included



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

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

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

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

1-844-946-8003

GPST@mvphealthcare.com

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



Vermont Group Health Insurance Contract

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

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

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

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

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

The parties executing this Contract represent and warrant that they have the authority to bind their respective entities to this Contract.

In witness whereof, MVP and Group have caused this Group Contract to be executed as of the Effective Date.

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

MVP HEALTH CARE

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

CITY OF NEWPORT



By: _____ Title: _____

Date: _____ Email: _____

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

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



Vermont Group Health Insurance Contract

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

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

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

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

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

The parties executing this Contract represent and warrant that they have the authority to bind their respective entities to this Contract.

In witness whereof, MVP and Group have caused this Group Contract to be executed as of the Effective Date.

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

MVP HEALTH CARE

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

CITY OF NEWPORT



By: _____ **Title:** _____
Date: _____ **Email:** _____

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

Premium Rate Schedule

CITY OF NEWPORTGroup Number **427787**

MVP VT Plus HDHP (Group Non-Standard) Gold 3

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

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

Certificate of Coverage

Important Certificate of Coverage Information

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

Certificates of Coverage are also available at mvphealthcare.com/notice-privacy-practices-compliance.

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

(Your email address)

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

Sincerely,

Small Business & Individual Service Unit
Account Representative
MVP Health Care



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

A. General Description of Program.

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

Well-Being Reimbursement

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

How to receive reimbursement:

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

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

For each reimbursement you are requesting, you must attach:

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

B. Additional Program Provisions.

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

C. Reasonable Accommodations.

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

D. Other Provisions.

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

By:



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



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.mvphealthcare.com/vermont. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-800-348-8515 to request a copy.

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

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

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

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

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

Excluded Services & Other Covered Services:

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

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

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

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

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

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

You can also contact the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or ccio.cms.gov. Church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

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

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

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

Does this plan provide Minimum Essential Coverage? Yes.

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

Does this plan meet the Minimum Value Standards? Yes.

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

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

About these Coverage Examples:



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

Peg is Having a Baby

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

- **The plan's overall deductible** \$3,000
- **Specialist** Coinsurance 0%
- **Hospital (facility)** Coinsurance 0%
- **Other** Coinsurance 0%

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

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$3,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$3,060

Managing Joe's type 2 Diabetes

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

- **The plan's overall deductible** \$3,000
- **Specialist** Coinsurance 0%
- **Hospital (facility)** Coinsurance 0%
- **Other** Coinsurance 0%

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

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$3,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$3,020

Mia's Simple Fracture

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

- **The plan's overall deductible** \$3,000
- **Specialist** Coinsurance 0%
- **Hospital (facility)** Coinsurance 0%
- **Other** Coinsurance 0%

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

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

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

Non-Discrimination Notice For MVP Commercial Plans



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

What MVP Health Care Provides

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

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

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

- Qualified interpreters
- Information written in other languages

If You Need These Services

If you need these services, contact Elona Charles-Wilson at **1-844-946-8009** (TTY: 1-800-662-1220).

How to File a Grievance or Complaint

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

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

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

In person: 625 State Street, Schenectady, NY

Email: civilrightscoordinator@mvphealthcare.com

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

Online: ocrportal.hhs.gov

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

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

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

Multi-Language Interpreter Services

Español (Spanish)

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

繁體中文 (Chinese)

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

Русский (Russian)

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

Kreyòl Ayisyen (French Creole)

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

한국어 (Korean)

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

Italiano (Italian)

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

אידיש (Yiddish)

אויפמערקזאם: אויב איר רעדט אידיש, זענען פארהאן פאר אײך שפראך הילף סערוויסעס פריי פון אפצאל. רופט **1-844-946-8010** (TTY: 1-800-662-1220).

বাংলা (Bengali)

লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নি:খরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন **১-৮৪৪-৯৪৬-৮০১০** (TTY: ১-৮০০-৬৬২-১২২০)।

Polski (Polish)

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

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم **0108-649-448-1** (رقم هاتف الصم والبكم: 1-0221-266-008).

Français (French)

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

اردو (Urdu)

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

Tagalog (Tagalog-Filipino)

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

Ελληνικά (Greek)

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

Shqip (Albanian)

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

General Terms and Conditions

Article I: Definitions

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

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

Article II: Warranties and Representations

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

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

Article III: Health Insurance Coverage

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

Article IV: Eligibility and Enrollment

A. Eligibility.

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

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

B. Enrollment.

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

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

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

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

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

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

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

Article V: Continuation and Conversion Coverage

A. Continuation Coverage.

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

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

Article VI: Premiums

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

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

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

Article VII: Termination

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

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

Article VIII: Notice

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

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

Article IX: General Provisions

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

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

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

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

RESIDUALS MANAGEMENT SERVICE AGREEMENT

DEFINITIONS

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

RECITALS

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

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

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

1. SERVICE

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

Not To Exceed Fourteen Wet Tons Per Load

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

Confidential Information

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

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

2. PRICE & TERMS

2.1. Rates.

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

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

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

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

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

2.2. Minimum Load. No minimum load requirement.

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

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

Confidential Information

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

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

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

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

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

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

2.8. Extraordinary Rate Adjustments.

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

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

Confidential Information

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

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

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

3. RESIDUALS QUALITY & QUALITY STANDARD

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

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

Confidential Information

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

4. TITLE

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

5. QUANTITIES

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

6. RESIDUALS ANALYSES

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

7. TERM, TERMINATION & SURVIVAL

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

8. INSURANCE

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

Confidential Information

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

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

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

8.4. The provisions of this Section 8 shall survive the termination of this Agreement without regard for the reason for termination.

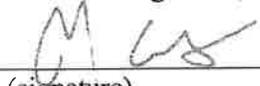
9. STANDARD TERMS AND CONDITIONS

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

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

Casella Waste Management, Inc.

City of Newport:

By: 
(signature)

By: _____
(signature)

Name: Michael Casella

Name:

Title: Market Area Manager &
Duly Authorized Agent

Title:

Date: February 29, 2024

Date: _____

Confidential Information

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

EXHIBIT A: STANDARD TERMS AND CONDITIONS

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

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

Thomas.Bernier@newportvermont.org

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

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

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

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

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

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

Force Majeure.

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

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

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

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

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

Confidential Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Confidential Information

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

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

Disputes.

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

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

Indemnification.

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

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

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

Confidential Information

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

CITY OF NEWPORT

PRELIMINARY WASTEWATER ALLOCATION APPLICATION

Application No. P24-002

Date Received: 2/29/2024

Signature: Theresa Bennett

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

To the City of Newport, Vermont:

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

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

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

1. Residential:

a. Number of living units by types:

Single Family Homes: 1

Mobile Homes: _____

Apartments: _____

Townhouse/Condominiums: _____

b. Estimate of Flow:

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

2. Non-Residential:

a. Description of Connection's Flow.

Type: _____

Number of Units: _____

b. Estimate of Flow:

Use the Vermont Wastewater System and Potable Water Supply Rule, effective 1 January 05, Table 1, Design Flow: _____ gallons per day

3. Will the strength of the wastewater be typical domestic wastewater?

Yes No

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

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

- 6. Submit the application fee with this application. Make the check out to "City of Newport."
- 7. Submit the allocation fee with this application by separate check. Check will be returned if application is denied.

8. Applicant Information:

Date: 02/29/2024 Applicant: Anthony Apple
 Name: _____
 Address: 398 Caswell Ave Derby line 05830
 Signature: [Signature]
 Daytime Phone No.: _____
 Daytime Fax No.: _____

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

Preliminary
 Final

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

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

To be completed by the City:

A. PRELIMINARY COMMITMENT OF RESERVE CAPACITY

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

Preliminary Approval:

City of Newport
 City Council _____

Date: _____

Expiration Date: _____

CITY OF NEWPORT
APPLICATION FOR WATER ALLOCATION/TURN-ON

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

Permit # W24-002

ADDRESS WHERE ALLOCATION IS BEING REQUESTED:

157 Kingdom Way Newport, VT 05855

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

Allocation GPD 210
City Tax Map # _____

GENERAL CONDITIONS:

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

Special
Conditions: _____

Anthony L Apple
Owner/applicant Signature

02/29/2024
Date

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

Authorized Signature

Date