

**Council Minutes****March 18, 2024**

A duly warned meeting of the Newport City Council was held on March 18, 2024, in the council room in the Newport Municipal Building. Present were Mayor Linda Sullivan, Council Members Kevin Charboneau, Rick Ufford-Chase, Clark Curtis, and Chris Vachon, City Manager Jonathan DeLaBruere, City Clerk/Treasurer James Johnson, Public Works Director Tom Bernier, Police Chief Travis Bingham, Recreation Director Mike Brown, Comptroller Rebecca Therrien, Interim Fire chief Kevin LaCoss, Zoning Administrator Frances Cheney III.

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

**Additions/Deletions to the Agenda**

Mr. Charboneau requested to revisit the Personnel Policy either tonight or at the next meeting.

Phil White and Kathleene Marcil presented the council a picture of the Winter Swim.

**Approval of Minutes**

Mr. Vachon moved to approve the Council Meeting Minutes and the Informational meeting minutes of March 4, 2024. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Vachon moved to approve the Annual Meeting minutes of March 5, 2024. Seconded by Mr. Charboneau, motion carried unanimously.

**Election of Council President**

Mr. Charboneau moved to elect Chris Vachon, Council President. Seconded by Mr. Ufford-Chase, motion carried.

**City Council Rules of Procedure**

Mr. Charboneau moved to approve the Council Rules of Procedure. Seconded by Mr. Vachon, Motion carried unanimously. After discussion, the council decided to review the rules further. Mr. Vachon withdrew the second and Mr. Charboneau withdrew the Motion.

**City Government Appointments**

Mr. Vachon moved to appoint Jonathan DeLaBruere, City Manager. Seconded By Mr. Curtis, motion carried unanimously.

Mr. Charbonneau moved to appoint Tom Bernier, Superintendent of Streets and Waterworks. Seconded By Mr. Vachon, motion carried. Charboneau, Ufford-Chase, Vachon in favor, Curtis against.

Mr. Vachon moved to appoint Travis Bingham, Chief of Police. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Charboneau moved to appoint Interim Chief LaCoss and 1<sup>st</sup> Assistant Chief James LeClair Jr. Fire Wardens. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Ufford-Chase moved to appoint Mike Brown, Director of Recreation and Parks. Seconded by Mr. Charboneau, motion carried unanimously.

Mr. Ufford-Chase moved to appoint Jennifer Smith, Sean Pilkner, Colleen Cole, and Matt Kiley to the Recreation Committee for two years. Seconded by Mr. Charboneau, motion carried unanimously.

Mr. Curtis moved to appoint Frances Cheney III, Assessor. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Charboneau moved to appoint City Manager Jonathan DeLaBruere, Delinquent Tax Collector. Seconded by Mr. Ufford -Chase, motion carried unanimously.

Mr. Charboneau moved to appoint Frances Cheney III, Zoning Administrator. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to appoint Stitzel, Page & Fletcher City Attorney. Seconded By Mr. Charboneau, Motion carried unanimously.

Mr. Curtis moved to appoint Denis Chenette, Jean Condon, and Paul Monette to the Cemetery Commission. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Charboneau moved to appoint Robert Gosselin, City Landscaper. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Charboneau moved to increase the members of the Planning Commission to six. Seconded by Mr. Ufford-Chase motion carried unanimously. Mr. Ufford -Chase moved to appoint John Monette, Gina Cirelli and Jay Walsh to the Planning Commission/ Historic Preservation for three years. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Vachon moved to appoint Patrick Finn, Harbor Master. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Vachon moved to appoint William Round and Ronald Chaffee to the Harbor Commission. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Vachon moved to increase the number of members on the DRB to nine. Seconded by Mr. Charboneau, motion carried unanimously. Mr. Vachon moved to appoint Agathe Coburn and Patrick Hurley to the DRB. Seconded by Mr. Curtis, motion carried unanimously. All other applicants will be interviewed by the DRB.

Mr. Vachon moved to appoint the Newport Police Department, Animal Control Officers. Seconded by Mr. Charboneau, motion carried unanimously.

Mr. Vachon moved to appoint Kevin LaCoss, Health Officer. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Charboneau moved to appoint Robert Gosselin, Tree Warden. Seconded by Mr. Ufford-Chase, Motion carried unanimously.

Mr. Charboneau moved to appoint the Mayor and City Manager Representative's to NVDA. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Curtis moved to appoint the Mayor, Representative to NVEDD. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to appoint Tom Bernier, Weigher of Coal. Seconded by Mr. Curtis, motion carried unanimously.

Mr. Ufford-Chase moved to appoint Tom Bernier, Inspector of Wood and Shingles. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to appoint Frances Cheney III, Building Safety Officer. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Vachon moved to appoint Frances Cheney III, E-911 Coordinator. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Curtis moved to appoint Chief Bingham, Emergency Management Director. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to appoint Andrew Touchette, Clark Curtis, and Laurie Grimm as Grand Jurors. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Charboneau moved to appoint the firm of Kittell, Branagan and Sargent, City Auditors. Seconded by Mr. Ufford-Chase, motion carried unanimously.

Mr. Ufford-Chase moved to appoint Woodman Page and Chris Vachon(alternate) to the NEK Broadband Board. Seconded by Mr. Charboneau, motion carried unanimously.

**Authorization to sign Warrants.**

Mr. Curtis moved to authorize the mayor and/or Council President to sign warrants. Seconded by Mr. Vachon, motion carried unanimously.

**Newport City Downtown Development – Electronic Kiosk Update**

Emily Smartt updated the council on the proposed NCDD Electronic Kiosk

**Fire Department – New Engine/Pumper Update**

Mr. LaCoss stated that the new Engine/Pumper is slated for delivery next February or March.

**Road Agreement -Wildflower Way**

Mayor Sullivan updated the council on the Wildflower Way Road Agreement.

**Vacation Time Ratification**

Mr. Vachon moved to leave Mr. Cheney at three weeks' vacation and move Mr. Bingham to six weeks' vacation. Seconded by Mr. Ufford-chase, motion carried unanimously.

**MVP Group Health Plan Contract**

Mr. Vachon moved to approve the MVP Group Health Plan Contract in its current form. Seconded by Mr. Curtis, motion carried unanimously.

**Residuals Management Service Agreement**

Mr. Vachon moved to authorize the mayor to sign or negotiate and sign the contract. Seconded by Mr. Charboneau, motion carried unanimously.

**Water and Wastewater allocations for 157 Kingdom Way**

Mr. Vachon moved to approve the allocation requests for 157 Kingdom Way. Seconded by Mr. Curtis, motion carried unanimously.

**Water/Sewer Rates Discussion**

Mr. DeLaBruere stated that Becky had plugged in the number and this is where we stand. Anne Chiarello thanked the council for looking into the W/S rates.

### **Comments by the Public**

Mr. Charboneau noted that there had been a number of vehicle break-ins at NCUHS

Comments by Beth Barnes and Claire McIntyre

### **New Business**

Mr. Charboneau moved to approve Liquor Licenses and Outside consumption permits for the VFW. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Ufford-Chase moved to approve a vendor permit for Buggy's Breakfast LLC. Seconded by Mr. Charboneau, motion carried unanimously.

Mayor Sullivan noted that that State Treasurer will attend the Community forum on May 13<sup>th</sup>.

The Capello Litigation is in mediation.

The Vermont Supreme Court sided with the city in the Newport Senior Housing suit.

### **Old Business**

Mayor Sullivan updated the council on the leak at Casella due to a malfunction.

The city is now starting random analysis and checking of salary allocations to Sewer and Water.

The mayor clarified an article in the Chronicle on March 6, 2024, which stated the Personnel Policy was adopted without inclusion of city employees. This is false. The current policy is the result of years long review by the Council, department heads, and employees.

The Mayor, City Manager, Department Heads and Police Chief have been attending safety meetings on the eclipse.

### **Next Meeting Date**

Mr. Vachon moved that the next council meeting be on April 1, 2024. Seconded by Mr. Charboneau, motion carried unanimously.

### **Adjournment**

Mr. Charboneau moved to adjourn at 9:02pm. Seconded by Mr. Curtis, motion carried unanimously.

**DRAFT**

Attested \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_ 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. *was @ beginning* 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

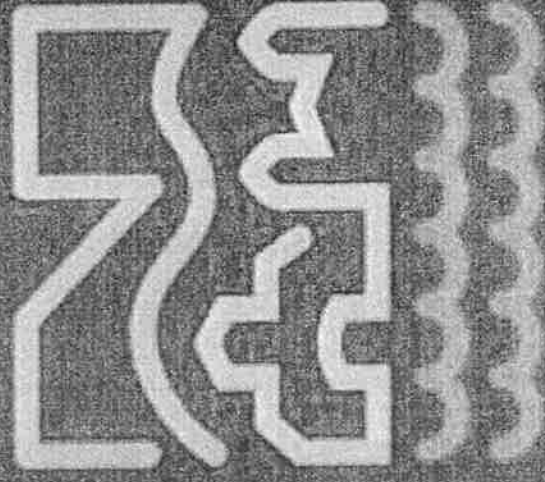
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Discover

Newport

VERMONT



Newport City

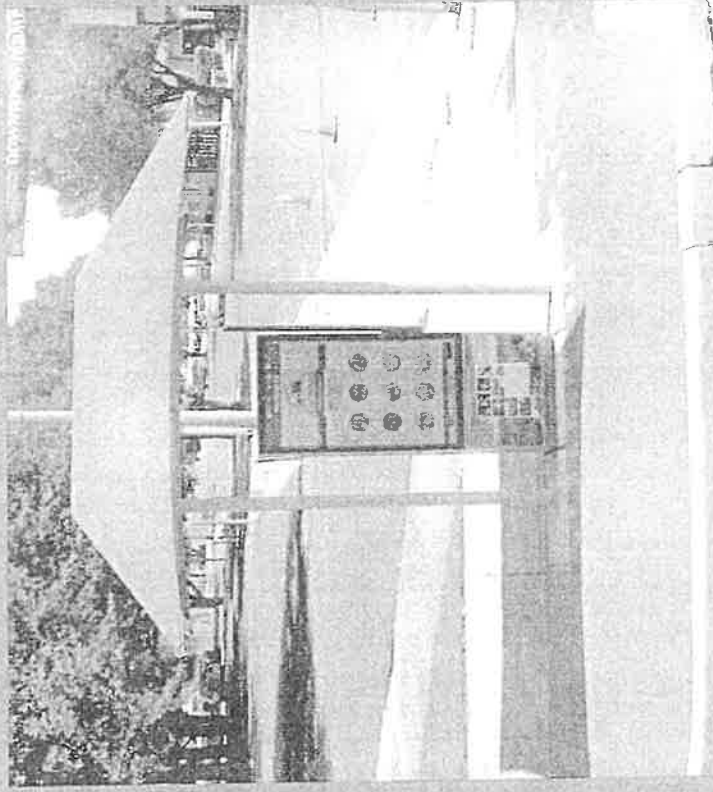
Downtown Development

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**

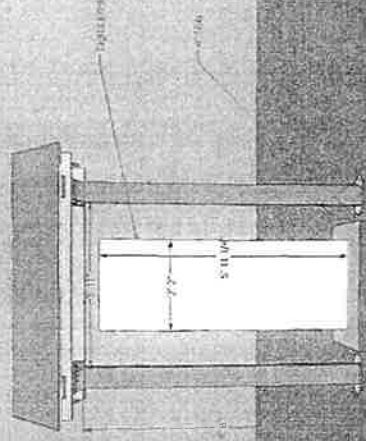
- This project grows out of a recommendation made in Section 3: Vision Plan of the 2018 Waterfront and Downtown Master Plan
- In 2022, NCDD's Economic Development Committee reviewed proposals from three companies and chose Advanced Kiosk in New Hampshire
- Funding for the Project was secured through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

# What the Kiosk Will Look Like

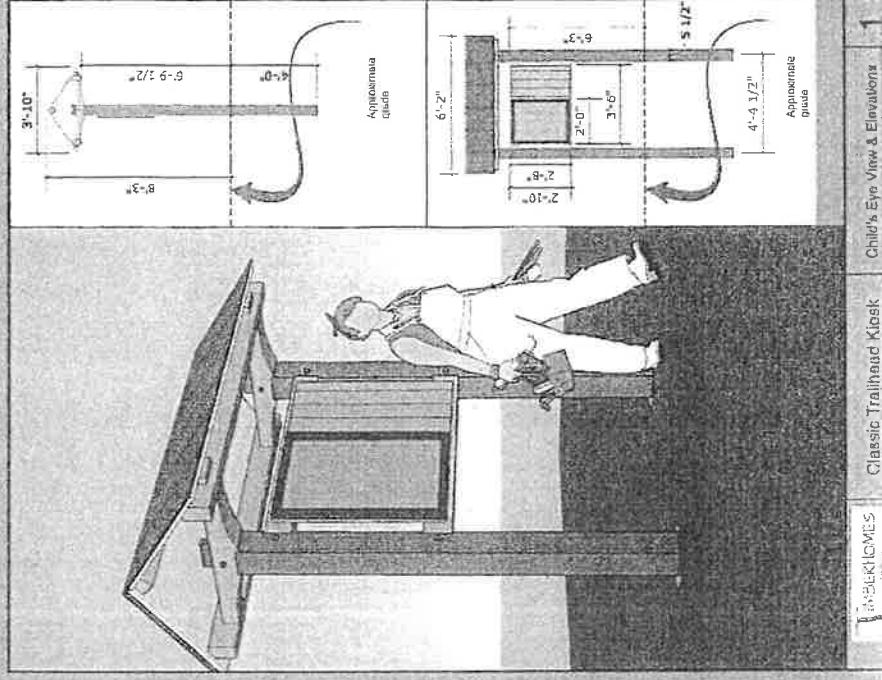


This is a picture of a similar kiosk currently in-service in Carlsbad NM, using an appropriate shelter for their climate.

# 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 15<sup>th</sup>: 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.





## Your MVP Health Care Group Health Plan Contract

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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.

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### Take advantage of the MVP online resources.

Save time making important day-to-day transactions using your Online Employer Account. Visit [mvphealthcare.com/employers](http://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

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# 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](mailto: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](mailto: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](mailto: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](http://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.

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*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.*
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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](http://mvphealthcare.com/notice-privacy-practices-compliance) or by calling MVP at 1-800-TALK-MVP (1-800-825-5687).



# Premium Rate Schedule

## CITY OF NEWPORT

Group Number 427787

MVPVT 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](http://mvphealthcare.com/notice-privacy-practices-compliance).

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

*(Your email address)*

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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](http://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](http://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](http://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.



**Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services**  
**MVP VT Plus Gold 3 HDHP**

Coverage Period: 01/01/2024 – 12/31/2024  
 Coverage for: Single/Family | Plan Type: HD

Exhibit D

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](http://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/](http://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 <u>deductible</u> ?	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 <u>deductible</u> ?	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 <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services.
What is the <u>out-of-pocket limit</u> 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 <u>out-of-pocket limit</u> ?	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 <a href="http://www.mvphealthcare.com">www.mvphealthcare.com</a> 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 <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the specialist you choose without a referral.

Common Medical Event	Services You May Need	What You Will Pay In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Primary care visit to treat an injury or illness	0% coinsurance Deductible applies	Not covered	None
<b>If you visit a health care provider's office or clinic</b>	<u>Specialist visit</u>	0% coinsurance Deductible applies	Not covered	None
	<u>Other practitioner office visit</u>	0% coinsurance Deductible applies for Chiropractic Care and Physical Therapy	Not covered	No visit limit for Chiropractic Care
	<u>Preventive care/screening/immunization</u>	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.
<b>If you have a test</b>	<u>Diagnostic test</u> (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
	<u>Imaging</u> (CT/PET scans, MRIs)	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	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
<p>Tier 1 (Generic drugs)</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>Preventive drugs 30 day supply \$10; 90 day supply \$25, deductible waived</p>		
<p><b>If you need drugs to treat your illness or condition</b> More information about prescription drug coverage is available at <a href="http://www.nysohiohealthcare.com/medicaid">www.nysohiohealthcare.com/medicaid</a></p>	<p>Tier 2 (Preferred brand drugs)</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>Preventive drugs 30 day supply \$15; 90 day supply \$37.50, DD Waived. Prior authorization is required for some prescriptions</p>	
<p>Tier 3 (Non-preferred brand drugs)</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>Preventive drugs 30 day/90 supply 5% deductible waived. Prior authorization is required for some prescriptions. Includes Diabetic Supplies and Equipment</p>		
<p>Tier 4 <u>Specialty drugs</u></p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>Preventive drugs 30 day supply 5% deductible waived, available through Specialty Pharmacy. Prior authorization is required for some prescriptions.</p>		
<p><b>If you have outpatient surgery</b></p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>Prior authorization is required for some services</p>		
	<p>Physician/surgeon fees</p>	<p>Not covered</p>	<p>Prior authorization is required for some services</p>		
	<p><u>Emergency room care</u></p>	<p>0% coinsurance Deductible applies</p>	<p>None</p>		
<p><b>If you need immediate medical attention</b></p>	<p>0% coinsurance Deductible applies</p>	<p>0% coinsurance Deductible applies</p>	<p>None</p>		
	<p><u>Urgent care</u></p>	<p>0% coinsurance Deductible applies</p>	<p>None</p>		

Common Medical Event	Services You May Need	What You Will Pay In-Network Provider (You will pay the least)	What You Will Pay Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
<p><b>If you have a hospital stay</b></p>	<p>Facility fee (e.g., hospital room)</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>Prior authorization is required for some services</p>
	<p>Physician/surgeon fees</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>Prior authorization is required for some services</p>
<p><b>If you need mental health, behavioral health, or substance abuse services</b></p>	<p>Outpatient services</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>None</p>
	<p>Inpatient services</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>None</p>
<p><b>If you are pregnant</b></p>	<p>Office visits</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>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).</p>
	<p>Childbirth/delivery professional services</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	<p>Not covered</p>
	<p>Childbirth/delivery facility services</p>	<p>0% coinsurance Deductible applies</p>	<p>Not covered</p>	

Common Medical Event	Services You May Need	What You Will Pay In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
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 covered	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](http://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](http://dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 or [ccio.cms.gov](http://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](http://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](http://www.mvphealthcare.com)  
[members@mvphealthcare.com](mailto: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](http://dol.gov/ebsa/healthreform), or the Vermont Department of Financial Regulation at 1-800-631-7788 or [dfr.vermont.gov](http://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](http://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**

(3 months of in-network prenatal 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

What isn't covered

Limits or exclusions \$60

**The total Peg would pay is** \$3,060

**Managing Joe's type 2 Diabetes**

(6 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

What isn't covered

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

What isn't covered

Limits or exclusions \$0

**The total Mia would pay is** \$2,800

# 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 1-844-946-8010 (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](mailto: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](http://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](http://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)

אויפגערוקאם: אויב איר רעדט אידיש, זענען פאררדיאן פאר אייך 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)

ملاحظة: إذا كنت تتحدث انكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 0108-649-448-1 (رقم مفت للعمد واليكس: 1-0221-265-008).

### 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).

### اُردُو (Urdu)

توجہ: 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.

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- 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 to 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.

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- 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:

(Service Month Index Price-Floor Price/Floor Price)( Fuel Allocation in Pricing) (Tonnage Fee) = 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:

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

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

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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.

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#### 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

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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: \_\_\_\_\_

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## 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@newportvt.gov](mailto:Thomas.Bernier@newportvt.gov)

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

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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.

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**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.

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CITY OF NEWPORT

PRELIMINARY WASTEWATER ALLOCATION APPLICATION

Application No. P24-002

Date Received: 2/29/2024

Signature: [Handwritten Signature]

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 Derbyline 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: \_\_\_\_\_

  
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