

TOWN OF NORWICH
P.O. Box 376
NORWICH, VERMONT 05055-0376
TEL. (802) 649-1419 Ext. 101 or 102

Agenda for the Selectboard Meeting of Wednesday, May 25, 2016 at 6:30 PM
(Times Are Approximate)

- 1) Approval of Agenda (Action Item) 2 minutes
- 2) Public Comments (Discussion) 10 minutes
- 3) Interim Town Manager's Report (Discussion) 5 minutes
 - a) Illsley Road Update –
 - b) Alternative Projects – RT 132 Box Culvert Project –
 - c) Solid Waste Fees
- 4) Finance – Board to Sign Accounts Payable/Warrants (Action Item) 5 minutes
- 5) Interviews/Appointments Committee to Identify Community Pool Options (Discussion/Possible Action Item) 5 minutes
Applicant:
Robert Johnson
- 6) GUVSWD – Update from GUVSWD Representative and District Manager & Review of Charter (Discussion) 15 minutes
- 7) Town Manager Search process - VLCT contract; salary range, job description and advertising. (Discussion) 20 minutes
- 8) Town Service Officer job description and policy (Discussion/Possible Action) 5 minutes
- 9) Process for Additions to Agenda Items/Possible Rules of Conduct Policy Revision (Discussion/Possible Action Item) 5 minutes
- 10) Correspondence (Discussion/Possible Action Item) 5 minutes
 - a) Correspondence from John Eller, dated 5-16-16
- 11) Selectboard
 - a) Approval of the Minutes of the 5/4/16, 5/11/16 and 5/19/16 Meetings (Action Item) 5 minutes
 - b) Review of Next Agendas (Discussion/Possible Action Item) 5 minutes
 - c) Interim Town Manager Hiring Process (Executive Session May be Required)

Next Regular Meeting – June 8, 2016 at 6:30 PM

To receive email notices of Selectboard meetings and hearings, agendas, minutes and other notices, send an email to manager-assistant@norwich.vt.us requesting to be placed on the Town Email List.

TOWN OF NORWICH
FINANCE OFFICE
PO BOX 376
NORWICH, VERMONT 05055-0376
802-649-1419 ext. 105
rrobinson@norwich.vt.us

Date: May 18, 2016

TO: Phil Dechert, Interim Town Manager

RE: Solid Waste Fees

You asked me to look into the increase in cost for recycling at the Transfer Station and its impact and I offer the following.

The processing fees for recycling charged by Casella increased 107% from \$ 31.17/ ton to \$ 64.50/ ton. I took 14-15 actual numbers for the Transfer Station and applied the new rate, which added \$ 13,890 in cost. I also projected out the revenue for Trash Coupons to \$ 35.00 which subsequently increased revenue by \$ 13,016. These two changes indicated that the net cost to taxpayers would have been \$ 72,094 rather than the actual of \$ 71,220. Essentially taxes cover GUVSWMD and labor costs at the Transfer Station. It has been the practice to try to keep the costs for recycling and trash covered by the fees charged.

I recommend that the coupon fee be raised to \$ 35.00 starting July 1, 2016 as proposed in the FY'17 Budget Presentation at Town Meeting..

In Strafford the cost is \$ 4.00 per 30 gallon bag of trash. That is the fee charged by a private hauler, when you bring your trash to them at a central location.

I called Casella to see what they charge for their services in Norwich.

Weekly Pickup \$ 53.90 / month which includes 2-96 gallon containers one for trash and the other for recycling. Recycling gets picked up every other week. (\$4.49 per bag assuming 3 bags x 4 weeks).

Biweekly Pickup \$ 33.92/ month which includes 2-96 gallon containers as mentioned above. (\$ 5.65 per bag assuming 3 bags per bi-weekly pick up).

05/20/16

Town of Norwich Accounts Payable

Page 1 of 5

12:12 pm

Check Warrant Report # 16-26 Current Prior Next FY Invoices For Fund (General)

RRobinson

All Invoices For Check Acct 01(General) 05/12/16 To 05/25/16

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ADVANCE	03/03/16	ADVANCE AUTO PARTS HWY--BACK-UP ALARM 084606382107	01-5-703403.00 PARTS & SUPPLIES	51.52	-----	--/--/--
ADVANCE	03/04/16	ADVANCE AUTO PARTS HWY--STOCK OIL FILTERS 084606402161	01-5-703403.00 PARTS & SUPPLIES	18.48	-----	--/--/--
ADVANCE	03/04/16	ADVANCE AUTO PARTS HWY--STOCK FUEL FILTERS 084606402162	01-5-703403.00 PARTS & SUPPLIES	62.36	-----	--/--/--
ADVANCE	03/08/16	ADVANCE AUTO PARTS FD--STOCK OIL FILTER 084606802328	01-5-555528.00 FIRE TRK R & M	3.30	-----	--/--/--
ADVANCE	03/08/16	ADVANCE AUTO PARTS PD--STOCK FILTERS 084606802329	01-5-500306.00 CRUISER MAINT	12.77	-----	--/--/--
ADVANCE	03/08/16	ADVANCE AUTO PARTS B&G--FAN BELTS 084606802330	01-5-704403.00 PARTS & SUPPLIES	23.78	-----	--/--/--
ADVANCE	03/10/16	ADVANCE AUTO PARTS HWY--STOCK FILTERS, LUBE 084607002477	01-5-703403.00 PARTS & SUPPLIES	148.25	-----	--/--/--
ADVANCE	03/10/16	ADVANCE AUTO PARTS HWY--STOCK FILTERS 084607002479	01-5-703403.00 PARTS & SUPPLIES	76.98	-----	--/--/--
ADVANCE	03/14/16	ADVANCE AUTO PARTS HWY--BACK-UP ALARM 084607402641	01-5-703403.00 PARTS & SUPPLIES	36.97	-----	--/--/--
ADVANCE	03/14/16	ADVANCE AUTO PARTS HWY--55 GALS 15W40 OIL 084607402647	01-5-703405.00 PETROLEUM PRODUCTS	489.00	-----	--/--/--
ADVANCE	03/15/16	ADVANCE AUTO PARTS FD--FOR#1 PARTS 084607516570	01-5-555528.00 FIRE TRK R & M	393.57	-----	--/--/--
ADVANCE	05/20/16	ADVANCE AUTO PARTS FD--FOR#1 PARTS 084607602779	01-5-555528.00 FIRE TRK R & M	58.83	-----	--/--/--
ADVANCE	03/16/16	ADVANCE AUTO PARTS FD--RETURN PARTS 084607602793	01-5-555528.00 FIRE TRK R & M	-150.37	-----	--/--/--
ADVANCE	03/17/16	ADVANCE AUTO PARTS FD--FOR#1 PARTS 084607702848	01-5-555528.00 FIRE TRK R & M	67.90	-----	--/--/--
ADVANCE	03/18/16	ADVANCE AUTO PARTS FD--FOR#1 PARTS RETURN 084607802871	01-5-555528.00 FIRE TRK R & M	-161.69	-----	--/--/--
APD	05/03/16	ALICE PECK DAY MEMORIAL H FD--IMMUNIZATION 1427	01-5-555636.00 OSHA COMPLIANCE	32.00	3260	05/25/16
BCBS	05/13/16	BLUE CROSS/BLUE SHIELD OF HEALTH INSURANCE JUN 16	01-5-704123.00 HEALTH INSURANCE	1483.52	3261	05/25/16
BCBS	05/13/16	BLUE CROSS/BLUE SHIELD OF HEALTH INSURANCE JUN 16	01-5-703123.00 HEALTH INSUR	8002.11	3261	05/25/16
BCBS	05/13/16	BLUE CROSS/BLUE SHIELD OF HEALTH INSURANCE JUN 16	01-5-500123.00 HEALTH INS	5604.88	3261	05/25/16
BCBS	05/13/16	BLUE CROSS/BLUE SHIELD OF HEALTH INSURANCE JUN 16	01-5-425123.00 HEALTH INS	506.32	3261	05/25/16
BCBS	05/13/16	BLUE CROSS/BLUE SHIELD OF HEALTH INSURANCE JUN 16	01-5-200123.00 HEALTH INS	484.82	3261	05/25/16
BCBS	05/13/16	BLUE CROSS/BLUE SHIELD OF HEALTH INSURANCE JUN 16	01-5-350123.00 HEALTH INS	1313.26	3261	05/25/16
BCBS	05/13/16	BLUE CROSS/BLUE SHIELD OF HEALTH INSURANCE JUN 16	01-5-100123.00 HEALTH INS	1989.84	3261	05/25/16
BCBS	05/13/16	BLUE CROSS/BLUE SHIELD OF HEALTH INSURANCE JUN 16	01-5-300123.00 HEALTH INS	290.89	3261	05/25/16
BCBS	05/13/16	BLUE CROSS/BLUE SHIELD OF HEALTH INSURANCE JUN 16	01-5-005123.00 HEALTH INSUR	803.84	3261	05/25/16

05/20/16

12:12 pm

Town of Norwich Accounts Payable

Page 2 of 5

Check Warrant Report # 16-26 Current Prior Next FY Invoices For Fund (General)

RRobinson

All Invoices For Check Acct 01(General) 05/12/16 To 05/25/16

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
BUSINESS	BUSINESS CARD	04/12/16	TH--MOP HANDLES AMAZ 4/16	01-5-706109.00 BUILDING SUPPLIES	40.60	3262	05/25/16
CHILDSUPP	OFFICE OF CHILD SUPPORT	05/21/16	CHILD SUPP PEND 5-21-16 PEND5-21-16	01-2-001115.00 CHILD SUPPORT PAYABLE	244.92	3263	05/25/16
COMCAST	COMCAST	05/06/16	GADMIN--FIXED IP 5/6/16 #1	01-5-275632.00 SERVER MAINTENANCE	19.95	3264	05/25/16
COMCAST	COMCAST	05/06/16	FD--FIXED IP 5/6/16 #2	01-5-550235.00 TELEPHONE & INTERNET	34.90	3264	05/25/16
COTT	COTT SYSTEMS INC	06/01/16	TC--JUN 16 HOSTING 109876	01-5-100613.00 SOFTWARE	225.00	-----	--/--/--
CVC	CVC PAGING	05/04/16	PD--PAGER HOLSTERS 10320513	01-5-500501.00 ADMINISTRATION	27.75	3265	05/25/16
DAVES	DAVE'S STARTER & ALTERNAT	05/04/16	HWY--TRK#13 BATTERY 10066040	01-5-703403.00 PARTS & SUPPLIES	115.00	3266	05/25/16
DAVES	DAVE'S STARTER & ALTERNAT	05/04/16	EMMGNT--GEN'TR BATTERY 10066041	01-5-575620.00 EMERG GEN MAINT	484.00	3266	05/25/16
DAVISAUTO	DAVIS AUTO SALES & RECOND	05/03/16	PD--CRUISER RECON 4553	01-5-500306.00 CRUISER MAINT	250.00	3267	05/25/16
DEADRIVER	DEAD RIVER COMPANY	05/10/16	TH- 315.7 GALLONS OIL 46041	01-5-706103.00 HEATING	640.56	3268	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-475238.00 ADMIN TELEPHONE	207.80	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-425127.00 TELEPHONE	37.37	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-705505.00 TELEPHONE	34.95	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-550235.00 TELEPHONE & INTERNET	31.15	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-350531.00 TELEPHONE	37.37	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-275531.00 TELEPHONE	61.42	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-100531.00 TELEPHONE	37.37	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-005531.00 ADMIN TELEPHONE	37.36	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-200531.00 TELEPHONE	37.37	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-300531.00 TELEPHONE	37.37	3269	05/25/16
EARTHLINK	EARTHLINK BUSINESS	05/10/16	APR 16 TELEPHONE 5/10/16	01-5-703505.00 TELEPHONE	43.54	3269	05/25/16
EBA	EVERYTHING BUT ANCHOVIES	05/07/16	FD--PIZZAS 21790	01-5-550301.00 SUPPLIES	40.92	3270	05/25/16
ECONO	ECONO SIGNS, LLC	04/27/16	HWY--TOWN LINE SIGNS 10-928899	01-5-703217.00 SIGNS	404.70	3271	05/25/16
ESRI	ENVIRONMENTAL SYS RESEARC	05/02/16	PL--ARCGIS ANNUAL MAINT 93129944	01-5-350341.00 MAPPING	400.00	-----	--/--/--
EVANSMOTO	EVANS GROUP, INC.	05/02/16	HWY--TANK VACUUMING 584335	01-5-703405.00 PETROLEUM PRODUCTS	250.00	-----	--/--/--

05/20/16

Town of Norwich Accounts Payable

Page 3 of 5

12:12 pm

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EYEMED	COMBINED INSURANCE CO OF	05/10/16	MAY 16 VISION INSURANCE 607189	01-2-001126.00 VISION SERV PLAN-PAYROLL	165.54	3272	05/25/16
GNOMON	GNOMON COPY	05/12/16	CON COMM-TRAIL SIGNS 43915	01-5-650630.00 TRAILS	18.19	3273	05/25/16
GRAYLIN	LINDA GRAY	05/09/16	TAD--SOLARIZE EVENT FOOD 5/9/16	01-5-005701.20 ENERGY COMMITTEE	439.88	-----	--/--/--
HARTREC	HARTFORD PARKS & REC DEPT	05/09/16	REC--BASEBALL JAMBOREE 5/9/16	01-5-425216.00 ENTRY FEE	130.00	3274	05/25/16
JPCHEMICAL	JP PEST SERVICES, INC	05/06/16	PD--PEST CONTROL 1620356	01-5-475302.00 REPAIRS & MAINT	144.00	-----	--/--/--
K&K	K & K AUTO	04/27/16	HWY--SAFETY PAINT 944333	01-5-703403.00 PARTS & SUPPLIES	147.97	3275	05/25/16
KEARNEY	JILL KEARNEY-NILES	05/06/16	REC--MILEAGE 5/6/16	01-5-425180.00 MILEAGE REIMBURSEMENT	402.36	3276	05/25/16
KIBBY	KIBBY EQUIPMENT	04/29/16	HWY--SUPPLIES 272878	01-5-703403.00 PARTS & SUPPLIES	71.70	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-500124.00 DISABILITY/LIFE INS	307.09	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-704124.00 DISABILITY/LIFE	90.00	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-555124.00 DISABILITY/LIFE INSURANCE	68.16	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-425124.00 DISABILITY/LIFE INSUR	70.06	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-703124.00 DISABILITY/LIFE	363.11	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-005124.00 DISABILITY/LIFE INSUR	56.26	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-350124.00 DISABILITY/LIFE INS	61.10	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-100124.00 DISABILITY/LIFE INS	111.12	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-200124.00 DISABILITY/LIFE INS	96.72	-----	--/--/--
LINCOLN	LINCOLN FINANCIAL GROUP	05/11/16	DISABILITY/LIFE INSURANCE JUN 2016	01-5-300124.00 DISABILITY/LIFE INSURANCE	19.40	-----	--/--/--
MIS1	MARIBEL SOUTHER	05/09/16	REC--LAX REG REFUND 5/9/16	01-4-000355.00 RECREATION FEES	85.00	3277	05/25/16
MIS2	ROBERT VINIKOOR	05/18/16	ABATEMENT OF PENALTY PENALTY ABAT	01-2-001148.00 TAX OVERPAYMENTS	397.77	3278	05/25/16
MIS3	VERMONT CHAPTER IAAI	05/18/16	FD-DUES IAAI & CLASS 5/17/16	01-5-555342.00 FIRE DUES/MTGS/EDUC	25.00	3279	05/25/16
MIS3	VERMONT CHAPTER IAAI	05/18/16	FD-DUES IAAI & CLASS 5/17/16	01-5-555338.00 FIRE EDUC/TRAINING	75.00	3279	05/25/16
PETTY	CASH	05/06/16	REC--PETTY CASH REC 5/6/16	01-5-425128.00 POSTAGE	1.15	3280	05/25/16
PETTY	CASH	05/06/16	REC--PETTY CASH REC 5/6/16	01-5-425324.00 HNTLY LINE MARKING	12.98	3280	05/25/16
PETTY	CASH	05/06/16	REC--PETTY CASH REC 5/6/16	01-5-425182.00 OFFICE SUPPLIES	10.00	3280	05/25/16

05/20/16

12:12 pm

Town of Norwich Accounts Payable

Page 4 of 5

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PETTY	CASH	05/06/16	REC--PETTY CASH REC 5/6/16	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	42.51	3280	05/25/16
PIKE	PIKE INDUSTRIES INC	04/29/16	HWY--17.24 TNS CRSHD STN 860186	01-5-703207.00 GRAVEL & STONE	150.85	-----	--/--/--
POWERPLAN	POWERPLAN	04/29/16	HWY--JD GRADER MIRROR 1487067	01-5-703403.00 PARTS & SUPPLIES	150.40	3281	05/25/16
SIPLAY	SI PLAY LLC	04/30/16	REC--APR 16 REG FEES 4/30/16	01-5-425218.00 REGISTRATION FEES	415.50	-----	--/--/--
SIPLAY	SI PLAY LLC	04/30/16	REC--APR 16 REG FEES 4/30/16	01-1-004102.00 PREPAID EXPENSES	12.00	-----	--/--/--
STAPLELNK	STAPLES BUSINESS ADVANTAG	04/30/16	ASS/FD--SUPPLIES 8039050567	01-5-555630.00 OFFICE SUPPLIES	5.99	3282	05/25/16
STAPLELNK	STAPLES BUSINESS ADVANTAG	04/30/16	ASS/FD--SUPPLIES 8039050567	01-5-300610.00 OFFICE SUPPLIES	12.46	3282	05/25/16
STAPLELNK	STAPLES BUSINESS ADVANTAG	05/07/16	HWY/FD/ASS--SUPPLIES 8039166842	01-5-555630.00 OFFICE SUPPLIES	29.49	3282	05/25/16
STAPLELNK	STAPLES BUSINESS ADVANTAG	05/07/16	HWY/FD/ASS--SUPPLIES 8039166842	01-5-703515.00 ADMINISTRATION	237.08	3282	05/25/16
STAPLELNK	STAPLES BUSINESS ADVANTAG	05/07/16	HWY/FD/ASS--SUPPLIES 8039166842	01-5-300610.00 OFFICE SUPPLIES	47.39	3282	05/25/16
STAPLES.	STAPLES CREDIT PLAN	05/06/16	PD--CHAIR 3854427001	01-5-500501.00 ADMINISTRATION	199.99	3283	05/25/16
TDS LEASE	TDS LEASING INC	05/03/16	PD--Q'LY COOLER RENTAL 01055926	01-5-500501.00 ADMINISTRATION	90.00	-----	--/--/--
VANARMANJ	JAY VAN ARMAN	05/02/16	HWY--HAY BALES 5/2/16	01-5-704201.00 GARDEN SUPPLIES & PLANTS	12.00	3284	05/25/16
VEMRSDC	VMERS DC	05/07/16	FD/FIN/ASS--RETIREMENT PEND5-7-16	01-5-200126.00 VT RETIREMENT	53.43	3258	05/12/16
VEMRSDC	VMERS DC	05/07/16	FD/FIN/ASS--RETIREMENT PEND5-7-16	01-5-300126.00 VT RETIREMENT	32.06	3258	05/12/16
VEMRSDC	VMERS DC	05/07/16	FD/FIN/ASS--RETIREMENT PEND5-7-16	01-5-555125.00 VT RETIREMENT	120.71	3258	05/12/16
VEMRSDC	VMERS DC	05/07/16	FD/FIN/ASS--RETIREMENT PEND5-7-16	01-2-001112.00 VMERS DEF CONTRB PAY	201.16	3258	05/12/16
VNA	VISITING NURSE ASSOC. & H	05/06/16	1ST HALF FY16 APPROP 5/6/16	01-5-800328.00 VSTNG NRS/HSP APPR	7800.00	-----	--/--/--
VOWP	VERMONT OFFENDER WORK PRO	05/13/16	FD-CARBON MON DETECT FORM PR1317	01-5-555630.00 OFFICE SUPPLIES	91.96	3285	05/25/16
UTCAREER	VERMONT CAREER FIRE CHIEF	05/04/16	FD-SEMINAR-INCIDENT COMM NFD2016	01-5-555338.00 FIRE EDUC/TRAINING	200.00	3286	05/25/16
VTELEVA	VT ELEVATOR INSPECTION SE	05/05/16	TH--ELEVATOR REINSPECTION 18431	01-5-706107.00 ELEVATOR MAINTENANCE	100.00	-----	--/--/--
VTELEVA	VT ELEVATOR INSPECTION SE	05/05/16	TH--ELEVATOR REGISTRATION 18444	01-5-706107.00 ELEVATOR MAINTENANCE	25.00	-----	--/--/--
VTWELCOME	STATE OF VERMONT	05/01/16	PL-HIST COMM. BROCHURE 5/1/16	01-5-350408.00 HISTORIC PRES COMM.	415.40	3287	05/25/16
WRPC	SWISH WHITE RIVER LTD	05/04/16	TH--NEW VACUUM & BAGS W111791/S	01-5-706109.00 BUILDING SUPPLIES	428.65	3288	05/25/16

05/20/16

Town of Norwich Accounts Payable

Page 5 of 5

12:12 pm

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
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Report Total

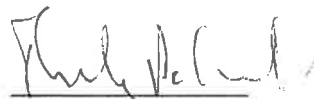
39668.09

To the Treasurer of Town of Norwich, We hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****39,668.09
Let this be your order for the payments of these amounts.

FINANCE DIRECTOR


 Roberta Robinson

TOWN MANAGER:



Phil Dechert, Interim Town Manager

SELECTBOARD:

Christopher Ashley

Linda Cook
Chair

Stephen Flanders

Dan Goulet

Mary Layton

05/20/16

Town of Norwich Accounts Payable

Page 1 of 1

12:12 pm

Check Warrant Report # 16-26 Current Prior Next FY Invoices For Fund (DPW-BRIDGE FUND)

RRobinson

All Invoices For Check Acct 01(General) 05/12/16 To 05/25/16

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
HOOK	05/17/16	HOOK CONSTRUCTION DPW-BRIDGE PAYMENT	41-5-703321.00	22303.00	3259	05/18/16
	05/12/2016		VAOT GRANT EXPENSE			
Report Total				22303.00		

To the Treasurer of Town of Norwich, We hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****22,303.00

Let this be your order for the payments of these amounts.

FINANCE DIRECTOR


 Roberta Robinson

TOWN MANAGER:


 Phil Dechert, Interim Town Manager

SELECTBOARD:

Christopher Ashley

 Linda Cook
 Chair

Stephen Flanders

Dan Goulet

Mary Layton

Town of Norwich
P.O. Box 376
Norwich VT 05055-0376
(802) 649-1419

APPLICATION FOR BOARDS/COMMISSIONS
(and for those reapplying for continuing appointments)

Name: Robert Johnson

Address: 487 Hawk Pine Rd.

Day phone: 603 252 7956

Evening phone: 802 649 7111

E-mail: RobLJohnson78@gmail.com

Position Applied For: Identify Community Pool

1. If you are re-applying for the same board/commission, how many terms/years have you already served?

Terms:

N/A

Years:

2. Would you be available for evening and/or morning meetings?

Evening: ☒ Yes ☐ No Morning: ☒ Yes ☐ No

Are there other restrictions on your availability? If so, please describe:

3. Please list any experiences, skills and/or qualifications which you feel would especially suit you for this appointment.

4. Please including service on other municipal or school district Boards, Commissions, or Committees both in Norwich and elsewhere and indicate whether or not any of those appointments are current ones:

N/A. Looking to become more involved
in the community.

(over)

Copied from GUVSWD website 5-19-16 for Norwich Selectboard

GUVSWD District Charter

Approved by the General Assembly of the State of Vermont

No. M-26 of the Acts of 1990 on June 22, 1990

with an effective date of March 6, 1990

Approved by the Joint Municipal Survey Committee Under 24 V.S.A. Section
4861

January 4, 1990

Approved by the Voters of the Vermont

Bridgewater

Strafford

Hartford

Thetford

Hartland

Vershire

Norwich

West Fairlee

Pomfret

Woodstock

Sharon

Preamble

Increasing population and consumption of materials along with public demand for cleaner air and water have created increasingly complex solid waste management problems throughout the United States. The Upper Valley is no exception. Current public awareness of the solid waste management problem, together with our new Vermont solid waste law, Act 78, presents an ideal time to rethink our current emphasis on solid waste disposal.

Over the past year a Joint Municipal Survey Committee consisting of representatives from 18 Vermont towns have been meeting to draft an agreement for the formation of the Greater Upper Valley Solid Waste Management District. It is the intention of the Joint Municipal Survey Committee that management of solid waste must begin by encouraging participation of each citizen in the affairs of the District and to provide the means for the reduction, reuse, recycling and segregation and processing of those wastes that are generated.

Formation of the District would provide member towns with expanded opportunities to cooperatively manage our solid waste. Further, it is the intent of the Joint Municipal Survey Committee that the solid waste management needs of the region be managed within the region by the District in an environmentally sound and socially acceptable manner. This will require broad-minded social application of waste reduction procedures, the use of technology appropriately scaled to the needs of the District, encouragement of innovative thinking and techniques for dealing with solid waste, and constant vigilance by the District concerning the types of wastes processed. These must be coupled with honest and practical considerations for achieving the possible without disrupting our social heritage of small New England towns.

NO. M-26 AN ACT RELATING TO ESTABLISHMENT OF THE GREATER UPPER VALLEY SOLID WASTE MANAGEMENT DISTRICT.

(H. 762)

It is hereby enacted by the General Assembly of the State of Vermont:

Section. 1 AUTHORIZATION FOR GREATER UPPER VALLEY SOLID WASTE MANAGEMENT DISTRICT AGREEMENT

FOR THE FORMATION OF THE GREATER UPPER VALLEY SOLID WASTE MANAGEMENT DISTRICT

ARTICLE I

CREATION AND POWERS

1. CREATION

Upon approval of this Agreement by the participating municipalities, as required in 24 V.S.A. Chapter 121, Subchapter 3, there is hereby created a union municipal district which shall be known as the Greater Upper Valley Solid Waste Management District (hereinafter referred to as the District) and which shall be a body politic and corporate.

2. PURPOSE

The District is created and shall exist for the purpose of providing for management of solid waste generated by member municipalities and their residents. The District shall have plenary power over solid waste management within its boundaries, consistent with the provisions of the state solid waste management plan. District solid waste management shall be based upon the philosophy expressed in the preamble to this Agreement, and shall include, but shall not be limited to the priorities of No. 78 of the Acts of 1989.

- a. Reduction of solid waste generated;
- b. Reuse and recycling of materials;
- c. Reduction of waste volume before disposal; and
- d. Providing land disposal for residuals.

The District shall manage household hazardous waste and small quantity generator waste, and may manage other hazardous waste at its discretion. The definitions set forth in Article VI (7) shall apply throughout this Agreement.

3. COMPOSITION

The District is composed of and includes all of the lands and residents within those municipalities which vote to approve and enter into this Agreement at the time of its creation and such other municipalities as are subsequently admitted to the District as herein provided, except for those municipalities which may withdraw as herein provided.

4. DURATION

The District shall continue as a body politic and corporate unless and until dissolved according to the procedures herein set forth.

5. POWERS

Except as otherwise provided or limited herein, the District shall have the following powers:

- a. To operate, cause to be operated and/or contract for the operation of any and all facilities necessary for the management of solid waste or hazardous waste and to determine and make proper charges for such services;
- b. To purchase, sell, lease, own, acquire, convey, mortgage, improve, and use real and personal property in connection with the purpose of the District;
- c. To hire and fix the compensation of employees;
- d. To sue and be sued;
- e. To enter into contracts for any term or duration;
- f. To contract with individuals, corporations, associations, authorities, and agencies for services;
- g. To provide solid waste management services for the member municipalities, the inhabitants thereof,

and the businesses therein, and for such others as its facilities and obligations may allow; provided that acceptance of solid waste generated outside the District is necessary to fulfill the purpose as stated in Section 2;

- h. To contract to pay for solid waste disposal on the basis of guaranteed volume, type, amount or tonnage, whether or not delivered and accepted for disposal or other means of management, with payments based on such guaranteed volume, type, amount of tonnage regardless of whether or not such solid waste so delivered is actually disposed of or subjected to other means of management; provided, however, that any such contract shall be consistent with the state solid waste management plan then in effect; and further provided that payments under any such contract may be variable and may be determined by formulae expressed in such contract;
- i. To contract with the State of Vermont, the United States of America, or any subdivision or agency thereof for services;
- j. To contract with any member municipality for facilities or the services of any officers or employees of that municipality useful to it;
- k. To promote cooperative arrangements and coordinated action among its member municipalities;
- l. To make recommendations for review and action to its member municipalities and other public agencies which perform functions within the region in which its member municipalities are located;
- m. To exercise any other powers which are necessary or desirable for dealing with solid waste problems of mutual concern and which are exercised or are capable of exercise by any of its member municipalities;
- n. To exercise the power of eminent domain;
- o. To borrow money and issue evidence of indebtedness as provided by 24 V.S.A. Chapter 53;
- p. To establish a budget and assess member municipalities in accordance therewith;
- q. To appropriate and expend monies;
- r. To establish sinking funds for the retirement of bonded or other indebtedness;
- s. To establish capital reserve funds for specific public improvements in furtherance of its purpose;
- t. To regulate by ordinance, rule, or regulations the collection, transportation, material recovery, recycling and disposal of solid waste or hazardous waste within the District and to require that acceptable solid wastes generated within the District and any member municipality therein shall be disposed of only in and upon facilities operated by or on behalf of the District;
- u. To enact and enforce any and all necessary or desirable ordinances and regulations for the orderly conduct of the government and for carrying out the purpose of the District;
- v. To accept and administer gifts, grants, and bequests in trust or otherwise for the purpose of the District;
- w. To exercise all powers incident of a public corporation;
- x. To regulate the importation of solid waste into the District in accordance with standards established by the District's solid waste management plan.

6. TRANSPORTATION AND COLLECTION SYSTEM

Each member municipality either directly or through independent parties, shall be responsible for providing a collection system for the solid waste generated within such member municipality and for the transportation of such solid waste to the District facilities, together with all costs incident thereto. In the event that any member municipality does not wish to institute its own collection system for delivery of

the solid waste to the facilities designated by the District, then the Board of Supervisors may provide for collection and transportation as provided in Article I, Section 5.

7. RESPONSIBILITY TO ACCEPT SOLID WASTE

a. The District becomes responsible for providing a system for solid waste management, as delineated in Article I(7)(b), when the Board of Supervisors declares the management system operational.

b. The District shall provide a system for the management of all solid waste generated therein. Such system shall be revised and amended from time to time, and shall include all facilities, both public and private, for the collection, transportation, storage treatment disposal and reuse of solid waste, all of which facilities shall be subject to regulation by the District. All solid waste subject to management control and regulation by the District shall be classified in accordance with the cost of managing or disposing of the same, and charges imposed by the District for such management and disposal shall be made in accordance with such costs. The District may contract with a non-member municipality or a private entity for the disposal or management of solid waste generated outside the boundaries of the District, provided that such contract will provide a significant benefit to the District or a member thereof, and further provided that the solid waste which is the subject of any such contract shall be subject to at least as stringent standards, conditions and controls as solid waste generated within the District.

c. Each member municipality agrees to act as a host community in the event that the District decides to establish a solid waste management and/or material recovery facility within that member municipality.

8. FACILITY SITING CONDITIONS

No solid waste disposal or management facility shall be operated within the District under Article I(7)(c) unless the District by two-thirds majority vote of its Board of Supervisors, and the host municipality by majority action of its legislative body, and the owner of such facility, shall formally agree upon the following matters:

a. Facility management and operations, plans and procedures.

b. Reimbursement from the owner to the host municipality for reasonable incremental costs incurred by the host municipality for highway, culvert and bridge improvements and maintenance attributable to the facility.

c. Payments in lieu of taxes, royalties and surcharges payable by the owner to the host municipality for accepting the facility and for the mitigation of impacts likely to be experienced by the host municipality by virtue of the facility.

d. Reimbursement from the owner to the host municipality for reasonable costs incurred by the host municipality for environmental testing and monitoring relating to the facility during its operation and following closure.

e. Approval by the host municipality of material changes in the quantity or nature of solid waste delivered to the facility.

f. Financial arrangements, including the creation of reserve funds or adequate sureties, for facility closure, and ultimate disposition of the facility site following closure.

g. Indemnification by the owner for any liability asserted against the host community for damage and injury arising out of or caused by the owner's operations and maintenance of the facility or solid waste disposal service provided by a public or private facility.

h. Payment by the owner for replacement or relocation of water supplies serving property adjacent to

the facility when necessary to protect public health.

i. Leachate and residue disposal, removal and treatment.

j. Any other matter of importance to the District and the host.

The District shall be a party to any contract between a member municipality and any entity owning or operating a solid waste disposal or management facility within the District.

Upon certification of approval under Article I(7) (c) by the District of the host municipality the parties shall proceed in good faith to enter into an agreement with respect to the matters set forth in (a)-(j) above. If within one hundred and twenty (120) days following such certification, no agreement has been reached with respect to all or any of the matters set forth in (a)-(j) above, any party may require that all unresolved matters be referred to one or more arbitrators for resolution under the rules of the American Arbitration Association. Within ninety (90) days of such referral and if no negotiated agreement has been reached, the arbitrator(s) shall adopt as its decision the final position of one party with respect to each of the unresolved matters set forth in (a)-(j) above.

In addition to the foregoing, the District may negotiate and agree with any other municipality determined by the District of be materially affected by the facility with respect to one or more of the matters set forth in (a)-(j) above.

9. INTER-LOCAL CONTRACTS

In accordance with Chapter 121, Sub-chapter 4 of Title 24, the District recognizes and encourages sub-regional solid waste management facilities or services. Such facility or services may be desirable for the management of some portion of the solid waste generated within the District. In the event that a group of member municipalities determines that such a sub-regional facility is consistent with the long-term plans of the District, then, the member municipalities desiring to develop such a sub-regional facility may develop the facility as long as there is no adverse financial impact on non-participating members of the District who do not consent to such adverse financial impact.

ARTICLE II

BOARD OF SUPERVISORS

1. AUTHORITY

The legislative power and authority of the District and the administration and the general supervision of all fiscal, prudential, and governmental affairs thereof shall be vested in a governing body known as the Board of Supervisors, except as specifically provided otherwise in this Agreement.

2. COMPOSITION

The Board of Supervisors shall be composed of one (1) representative from each member municipality.

3. APPOINTMENT

On or before the last Monday in March commencing upon the formation of the District, the board of selectmen of each member municipality shall appoint its representative and an alternate representative to the Board of Supervisors for a term of two years. Appointments shall be in writing, signed by the chair of the board of selectmen, and presented to the Clerk of the District. The board of selectmen, by majority vote, may remove their appointed representative or alternate during the two year term for cause. The alternate representative shall represent the municipality at all meetings of the Board of Supervisors that the regular representative is unable to attend and shall have all the rights and privileges

of a regular representative. At the first organizational meeting after the formation of the District to be held under Article II(4), one half of the District's members shall be designated as those whose initial representatives appointed under this Article shall have an initial term of one year.

4. ORGANIZATIONAL MEETING

Annually, on or before the second Monday in April commencing in 1991, and upon notice, the Board of Supervisors shall hold its organizational meeting. At such meeting, the Board of Supervisors shall elect from among its membership a Chair and a Vice-Chair, each of whom shall hold office for one year and until his/her successor is duly elected and qualified. The Chair and Vice-Chair are eligible to be elected to successive terms without limit. For this election, each member of the Board of Supervisors shall cast one (1) vote.

5. REGULAR MEETINGS

A schedule of regular meetings of the Board of Supervisors shall be established at the organizational meeting.

6. SPECIAL MEETINGS

Special meetings of the Board of Supervisors may be called at any time by the Chair or shall be called by the Clerk upon written request of a majority of the members of the Board of Supervisors. Except in case of emergency, each member of the Board of Supervisors shall be given at least 24-hours notice of any special meeting of the Board of Supervisors by notice in person, by telephone, or by written notice delivered personally, mailed, or left at such members usual place of residence. To the extent permitted by law, action may be taken at special meetings of the Board of Supervisors by means of telephonic communications.

7. QUORUM

For the purpose of transacting business, the presence of members representing more than 50 percent of the membership of the Board of Supervisors and whose accumulated votes aggregate more than 50 percent of all votes shall constitute a quorum.

8. VOTING

Each member of the Board of Supervisors shall be entitled to cast one vote for every 1,000 population, or part thereof, in the town which he or she represents. A member of the Board of Supervisors may not split his or her vote(s). The determination of population shall be made based upon the latest census provided by the Vermont State Planning Office.

9. TERM

Except as provided in Article II(3), representatives and alternates to the Board of Supervisors shall hold office for two years and until their successors are duly appointed and qualified. Any representative and alternate may be reappointed to successive terms without limit.

10. VACANCY

Any vacancy on the Board of Supervisors shall be filled within thirty (30) days after such vacancy occurs by appointment by the authority which appointed the representative whose position has become vacant. An appointee to a vacancy shall serve until the expiration of the term of the representative to whose position the appointment was made and may thereafter be reappointed.

11. RULES OF PROCEDURES

Except as otherwise provided in this agreement, Roberts Rules of Order shall govern at all meetings.

12. COMPENSATION OF MEMBERS OF BOARD OF SUPERVISORS

Each member municipality shall pay to its representatives to the Board of Supervisors such as reimbursement or expenses as it shall determine reasonable.

ARTICLE III OFFICERS

1. OFFICERS

The officers of the District shall be the Chair and the Vice-Chair of the Board of Supervisors, the Clerk of the District, and the Treasurer of the District. No person may hold more than one office at one time. The Board of Supervisors also may appoint such Assistant Clerks and Assistant Treasurers as may be deemed necessary.

2. BOND

Prior to assuming their offices, all officers shall post fidelity bond in such amounts as shall be determined by resolution of the Board of Supervisors. The cost at such bonds shall be borne by the District.

3. CHAIR

The Chair of the Board of Supervisors shall be the chief executive officer of the District. The Chair shall preside at all meetings of the Board of Supervisors and shall make and sign all contracts on behalf of the District upon approval by the Board of Supervisors. The Chair shall perform all of the duties incident to the position and office.

4. VICE-CHAIR

During the absence of or inability of the Chair to render or perform his/her duties or exercise his/her powers, the same shall be performed and exercised by the Vice-Chair and when so acting as the Vice-Chair shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon the Chair.

5. VACANCY

During the absence or inability of the Vice-Chair to render or perform his/her duties or exercise his/her powers, the Board of Supervisors shall elect from among its membership an acting Vice-Chair who shall have the powers and be subject to all the responsibilities hereby given or imposed upon the Vice-Chair.

6. CLERK

The Clerk of the District shall be appointed by the Board of Supervisors, need not be a member of the Board, and shall serve at its pleasure. The Clerk shall have the exclusive charge and custody of the public records of the District and the seal of the District. The Clerk shall record all votes and proceedings of the District, including meetings of the District. The Clerk shall prepare all warnings of meetings of the District as required by Article V(5). Following approval by the Board of Supervisors, the Clerk shall cause the annual report to be distributed to the legislative branches of its member municipalities. The Clerk shall prepare and distribute any other reports required by laws of the State of Vermont and resolutions or regulations of the Board of Supervisors. The Clerk shall perform all of the duties and functions incident to the office of secretary or clerk of a body corporate.

7. TREASURER

The Treasurer of the District shall be appointed by the Board of Supervisors, shall not be a member of the Board, and shall serve at its pleasure. The Treasurer shall have the exclusive charge and custody of

the funds of the District and shall be the disbursing officer of the District Under such conditions as established by the Board of Supervisors, the Treasurer may sign, make or endorse in the name of the District all checks and orders for the payment of money and pay out and disburse the same and receipt therefor. The Treasurer shall keep a record of every note or bond issued by the district and of every payment thereon of principal and interest and, if coupons are taken up, shall cancel and preserve them. The Treasurer shall keep correct books of account of all the business and transactions of the District and such other books and accounts as the Board of Supervisors may require. The Treasurer shall render a statement of the condition of the finances of the District at each regular meeting of the Board of Supervisors and at such other times as shall be required of him or her. The Treasurer shall prepare the annual financial statement and the budget of the District for distribution, upon approval of the Board of Supervisors, to the legislative bodies of the member municipalities. The Treasurer shall do and perform all of the duties pertaining to the office of treasurer of a body politic and corporate. The Treasurer shall settle with the auditors within sixty (60) days of the end of the fiscal year, at such other times as the Board of Supervisors may require, and upon retirement from office. Upon retirement from office, the Treasurer shall immediately pay over to his or her successor all of the funds belonging to the District and at the same time deliver to his or her successor all official books and papers.

8. RECORDS

The conduct of all meetings and public access thereto, and the maintaining of all records books and accounts of the District shall be governed by the laws of this State relating to open meetings and accessibility of public records.

9. AUDIT

The Board of Supervisors shall cause an audit to be performed annually by an independent professional accounting firm.

10. COMMITTEES

The Board of Supervisors shall have the authority to establish any and all committees as it may deem necessary, the powers of which shall not be in derogation of the powers, authority or responsibility of the Board of Supervisors.

11. COMPENSATION OF OFFICERS

Officers of the District shall be paid such compensation and/or reimbursement of expenses as shall be determined by the Board of Supervisors.

12. RECALL OF OFFICERS

An officer may be removed by a two-thirds (2/3) vote of the Board of Supervisors whenever, in their judgment, the best interest of the District will be served. For this action, each member of the Board of Supervisors shall cast one (1) vote.

ARTICLE IV

FISCAL AFFAIRS

1. FISCAL YEAR

The fiscal year of the District shall commence on July 1 and end on June 30 of each year.

2. BUDGET APPROPRIATION

a. PROPOSED BUDGET. Annually on or before the first day of December, the Board of Supervisors shall

approve and cause to be distributed to the legislative branch of each member municipality for review and comment an annual report of its activities; including a financial statement, and a proposed budget of the District for the next fiscal year. This proposed budget shall include reasonably detailed estimates of:

- (i) Deficits/surpluses from prior fiscal years.
- (ii) Anticipated expenditures for the administration of the District.
- (iii) Anticipated expenditures for the operation and maintenance of any District solid waste facilities.
- (iv) Costs of debt service.
- (v) Payments due on long-term contracts.
- (vi) Payments due to any sinking funds for the retirement of debts.
- (vii) Payments due to any capital reserve funds.
- (viii) Anticipated revenues from tipping fees and other sources not including assessments levied on the member municipalities.
- (ix) The necessary appropriations to operate and carry out the Districts functions for the next fiscal year.
- (x) The proposed assessment, if any, to each member municipality.
- (xi) Such other estimates as the Board of Supervisors shall deem necessary to propose.

The Board of Supervisors shall hold a public hearing on or before the fifteenth day of January of each year to receive comments from the legislative bodies of member municipalities and hear all other interested persons regarding the proposed budget. Notice of such hearing shall be the same as that specified under Article V. Public Hearings. The Board of Supervisors shall give consideration to all comments received and make such changes to the proposed budget as it deems advisable.

b. **BUDGET ADOPTION, TIPPING FEES, AND APPROPRIATIONS.** Annually, on or before the fifteenth day of January, the Board of Supervisors shall adopt the budget, appropriate the sums which it deems necessary to operate and carry out the Districts functions for the next ensuing fiscal year, set the tipping fee for the next ensuing fiscal year, and assess each member municipality, if necessary, for its proportionate share of the sums so appropriated, and adopt a schedule designating when such assessments, if any, are due and payable by the member municipalities.

c. **APPORTIONMENT OF ASSESSMENTS.** Assessments established under this Article shall be apportioned among the member municipalities on the basis of relative tonnage or volume of solid waste generated by or within each of the member municipalities, or by any other equitable means as determined by the Board of Supervisors. Each member municipality shall be assessed a percentage of the sum appropriated equal to the ratio which the solid waste generated by the member municipality bears to the total solid waste generated within the District. The Board of Supervisors shall determine each member municipality's solid waste generation based upon actual tonnage or volume delivered, historic tonnage or volume, computed or estimated tonnage or volume, or guaranteed tonnage or volume, whether actually delivered or not. (If after the first year of operation of any District facility, the Board of Supervisors determines that prior assessments were substantially inequitable, it may retroactively adjust prior year assessments such that municipalities overcharged are given a proportionate credit against future assessments and municipalities undercharged are assessed a proportionate surcharge payable over such period as the Board of Supervisors determines will be reasonable. Thereafter the Board of Supervisors may from time to time re-establish the percentage of solid waste generation attributed to each member municipality and adjust the assessments accordingly, but no retroactive

adjustments shall be made. Similar estimates and adjustments shall be made for new member municipalities and for the first time use of a new or different disposal facility.

3. ASSESSMENT PROCEDURE

Annually on or before January 20 preceding the fiscal year, the Treasurer of the District shall issue and present a warrant to the legislative body of each member municipality requiring that the amount of such assessment, if any, be paid to him or her in accordance with the schedule of payments adopted by the Board of Supervisors. The legislative body of each member municipality shall draw an order on the municipal treasury for the amount of such assessment and the municipal treasurer shall pay to the District Treasurer the amount of such order in accordance with the schedule for payments adopted by the Board of Supervisors. If any member municipality shall fail to pay when due any assessment against it by the District, it shall incur the maximum penalty allowed by law plus interest at the maximum rate allowed by law. Such penalty and interest, together with the amount due, court costs, and reasonable attorney fees of the District may be recovered by the District in a civil action under this section, notwithstanding the availability of any other remedy available to the District.

4. LIMITATIONS OF APPROPRIATIONS

Actions or resolutions of the Board of Supervisors for the annual appropriations of any year shall not cease to be operative at the end of the fiscal year for which they were adopted, except as otherwise provided by the laws of the State of Vermont Appropriations made by the Board of Supervisors for the various estimates of the budget as defined in Article IV(2)(a) above shall be expended only for such estimates, but by majority vote of the Board of Supervisors the budget may be amended from time to time to transfer funds between or among such estimates, except as otherwise limited herein. Any balance left or unencumbered in any such budget estimate, or the amount of any deficit at the end of the fiscal year, shall be included in and paid out of the operating budget and appropriations in the next fiscal year.

5. INDEBTEDNESS

The Board of Supervisors may borrow money through the issuance of notes of the District for the purpose of paying current expenses of the District. Such notes must mature within one (1) year. The Board of Supervisors may also borrow money in anticipation of grants-in-aid from any source and any revenues other than assessment through the issuance of notes of the District. Such notes must mature within one (1) year, but may be renewed as provided by general law. The Board of Supervisors may also borrow money in anticipation of assessments to each member municipality in an amount not to exceed ninety percent (90%) of the amount assessed for each year, and may issue notes of the District which must mature within one (1) year. The Board of Supervisors may also borrow money in anticipation of bond proceeds which have been authorized as provided herein. Said notes shall be issued as provided in 24 V.S.A. Chapter 53.

6. LONG-TERM INDEBTEDNESS

a. SUBMISSION TO VOTERS. On a petition signed by at least five percent (5%) of the voters of the District at the last general election, the proposition of incurring a bonded debt or other indebtedness to pay for public improvements or of authorizing a long-term contract, shall be submitted by the Board of Supervisors to the qualified voters thereof at a special meeting to be held for that purpose. In the alternative, when the Board of Supervisors, at a regular or special meeting of the Board of Supervisors called for such purpose, shall determine by resolution passed by a vote of the Board that the public

interest or necessity demands improvements, or a long-term contract, and that the cost of the same will be too great to be paid out of the ordinary annual income and revenue, it shall order the submission of the proposition of incurring indebtedness or of authorizing a long-term contract to the qualified voters of the District at a meeting to be held for that purpose. A 'long-term contract' means a contract in which the District incurs obligations for which the costs are too great to be paid out of the ordinary annual income and revenues of the District in the judgment of the Board of Supervisors. The term 'public improvements' shall include improvements which may be used for the benefit of the public, whether or not publicly owned or operated. Bonded debt or other indebtedness may be authorized for any purpose permitted by 24 V.S.A. Chapter 53, 24 V.S.A. Chapter 119, and 10 V.S.A. Chapter 12, or any other applicable statutes for any purpose, for which the District is organized. The Board of Supervisors may not submit to the voters more than twice in any twelve (12) month period the proposition of incurring bonded or other indebtedness to pay for the same or similar long-term contract.

b. **WARNINGS OF MEETING.** The warning calling the special meeting of the District to incur bonded debt or other indebtedness or to authorize a long-term contract shall state the object and purpose for which the indebtedness or long-term contract is proposed to be incurred or authorized, the estimated cost of the improvements or service, the amount of bonds or other evidence of indebtedness proposed to be authorized, a summary of the terms of any contract proposed to be authorized, and means of raising or apportioning costs entailed thereby for debt service or payments under a long-term contract. The warning shall fix the place where and the date on which the meeting shall be held and the hours of opening and closing the polls. The Board of Supervisors in cooperation with the board of civil authority of each member municipality shall determine the number and location of polling places; provided, however, that there shall be at least one polling place in each member municipality.

c. **NOTICE OF MEETING.** The Clerk of the District shall cause notice of such special meeting to be published in a newspaper of known circulation in the District once a week for three consecutive weeks on the same day of the week, the last publication to be not less than five nor more than ten days before such meeting. Notice of such meeting shall also be posted in at least five public places within each member municipality at least thirty and not more than forty days before the meeting and be filed with the Clerk of each member municipality and the Clerk of the District prior to posting.

d. **AUTHORIZATION.** When a majority of all the voters present and voting on the question from all the member municipalities at such special meeting vote to authorize the issuance of bonds or other evidence of indebtedness or to authorize a long-term contract, the District shall be authorized to issue the bonds or other evidence of indebtedness as provided in 24 V.S.A. Chapter 53 or other applicable statutes, or to enter into the long-term contract. Or, in accordance with Article 1, Section 9 and 24 V.S.A. Chapter 121, Subchapter 4, a majority of the voters of the subgroup of member municipalities vote to authorize the issuance of bonds or other evidence of indebtedness or to authorize a long-term contract, the District shall be authorized to issue the bonds or other evidence of indebtedness on behalf of the subgroup of member municipalities. The ballots cast in each member municipality shall be preserved and secured for a period of no more than forty-eight (48) hours, and thereafter shall be delivered to the District Clerk. The ballots shall be commingled and counted by a member(s) of the Board of Supervisors together with the town or city clerk from each member municipality, or the clerk's designee. Article V, Sections 7 (Australian ballot), 8 (Qualifications and Registration of Voters), 9 (Conduct of Meetings), 10 (Reconsideration or Rescission of Vote), and 11 (Validation of District Meetings) shall

apply to any District meeting called to incur long-term debt or to authorize a long-term contract.

e. ASSESSMENT. The cost of debt service or of payments under a long-term contract shall be allocated among the member municipalities as provided in Article IV(2)(c) above, unless otherwise provided by applicable law and in the vote authorizing the same. The applicable provision of 24 V.S.A. Chapter 53 or other enabling law under which debt is incurred or long-term contracts authorized shall apply to the issuance of bonds or other evidence of indebtedness by the District and for that purpose the District shall be deemed a 'municipal corporation', the Board of Supervisors shall be deemed a 'legislative branch', and the District Treasurer shall be deemed a 'municipal treasurer' within the purview of that chapter. Bonds or other evidence of indebtedness and long-term contracts shall be signed by the Treasurer and Chair of the Board of Supervisors of the District.

f. SPECIAL LIMITATION. The Board of Supervisors shall not submit to the legal voters of the District any proposition to issue bonds or other long-term indebtedness or to authorize a long-term contract less than twelve months after the District has become a body politic and corporate.

7. SINKING FUND

The Board of Supervisors may establish and provide for a sinking fund, however denominated, for the retirement of bond issue or other debt, or to provide security for the payment thereof. When so established, it shall be kept intact and separate from other monies at the disposal of the District and shall be accounted for as a pledged asset for the purpose of retiring or securing such obligations. The cost of payments to any sinking fund shall be included in the annual budget of the District.

8. CAPITAL RESERVE FUND

The Board of Supervisors may establish and provide for a capital reserve fund to pay in full or in part for public improvements replacement of worn-out buildings and equipment and planned and unplanned major repairs of a management facility in furtherance of the purpose for which the District was created. Any such capital reserve fund shall be kept in a separate account and invested as are other public funds and shall be expended for such purposes for which established. The cost of payments to any capital reserve fund shall be included in the annual budget of the District.

9. DISPOSAL FEES

The Board of Supervisors may establish and from time to time adjust a disposal fee structure (tipping fee) upon the operation and maintenance of any solid waste management facility located within the District.

ARTICLE V

SPECIAL DISTRICT MEETINGS

1. SPECIAL MEETINGS

The Board of Supervisors may call a special meeting of the District when it deems it necessary or prudent to do so and shall call a special meeting of the District when action by the voters of the District is necessary under this Agreement or under any applicable law. In addition, the Board of Supervisors shall call a special meeting of the District if petitioned to do so by not less than five percent (5%) of the legal voters of the District. The Board of Supervisors may rescind the call of a special meeting called by them but not a special meeting called on application of five percent (5%) of the legal voters of the District. The Board of Supervisors shall endeavor to have the time of such special meetings coincide with

the time of annual municipal meetings, primary elections, general elections or similar meetings when the electorate within the member municipalities will be voting on other matters.

2. PLACES OF MEETINGS

At any special meeting of the District, voters of each member municipality shall cast their ballots at such polling places within the municipality of their residence as shall be determined by the Board of Supervisors in cooperation with the board of civil authority of each member municipality.

3. PUBLIC HEARINGS

Not less than three nor more than fourteen days prior to any special meeting called by the Board of Supervisors at least one public hearing shall be held by the Board of Supervisors at which time the issues under consideration shall be presented and comments received. Notice of such public hearing shall include the publication of a warning in a newspaper of general circulation in the District at least once a week, on the same day of the week, for three consecutive weeks, the last publication not less than five (5) nor more than ten (10) days before the public hearing.

4. WARNINGS REQUIRED

The Board of Supervisors of the District shall warn a special meeting of the District by filing a notice with the town clerk of each member municipality and by posting a notice in at least five (5) public places in each municipality in the District not less than thirty (30) nor more than forty (40) days before the meeting. In addition, the warning shall be published in a newspaper of general circulation in the District once a week on the same day of the week for three consecutive weeks before the meeting, the last publication to be not less than five (5) nor more than ten (10) days before the meeting.

5. SIGNING OF WARNING

The original warning of any special meeting of the District shall be signed by a number of the Board of Supervisors equal to a majority of the total votes entitled to be cast and shall be filed with the District Clerk before being posted.

6. WARNING CONTENTS

The posted notification shall include the date, time, place and nature of the meeting. It shall, by separate articles, specifically indicate the business to be transacted and the questions to be voted upon. The warning also shall contain any article requested by petition and submitted under Article V(1) and filed with the District Clerk.

7. AUSTRALIAN BALLOT

The Australian ballot system shall be used at all special meetings of the District when voting is to take place.

8. QUALIFICATIONS AND REGISTRATION OF VOTERS

All legal voters of the member municipalities shall be legal voters of the District. The member municipalities shall post and revise checklists in the same manner as for municipal meetings prior to any District meeting at which there will be voting.

9. CONDUCT OF MEETINGS

At all special meetings of the District, the provisions of 17 V.S.A. Chapter 51 regarding election officials (Subchapter 1), voting machines (Subchapter 3), polling places (Subchapter 4), absent voters (Subchapter 6), process of voting (Subchapter 7), count and return of votes (Subchapter 8), recounts and contest of elections (Subchapter 9), and jurisdiction of courts (Subchapter 10), shall apply except where clearly inapplicable. The District Clerk shall perform the functions assigned to the Secretary of State

under that chapter. The Windsor Superior Court shall have jurisdiction over petitions for recounts. Election expenses shall be borne by the District.

10. RECONSIDERATION OR RESCISSION OF VOTE

- a. A question considered or voted on at any special meeting of the District shall not be submitted to the voters for reconsideration or rescission, except at a subsequent special meeting duly warned for that purpose, and called by the Board of Supervisors on its own motion or pursuant to a petition requesting such reconsideration or rescission signed and submitted in accordance with subsection (b) of this section.
- b. Where a petition signed by not less than five percent (5%) of the qualified voters of the District requesting reconsideration or rescission of a question considered or voted on at a previous special meeting is submitted to the Board of Supervisors of the District within thirty (30) days following the date of that meeting, the Board of Supervisors shall provide for a vote by the District in accordance with the petition within sixty (60) days of the submission at a special meeting duly warned for that purpose.
- c. A vote taken at a special meeting shall remain in effect unless rescinded at a special meeting called and warned in accordance with this section.
- d. A question voted on or considered shall not be presented for reconsideration or rescission at more than one subsequent meeting except with the approval of the Board of Supervisors.

11. VALIDATION OF DISTRICT MEETINGS

When any of the requirements as to notice or warning of a special District meeting have been omitted or not complied with, the omission or non-compliance, if the meeting and the business transacted at it is otherwise legal and within the scope of the District powers, may be corrected and legalized by vote at a special meeting of the District called and duly warned for that purpose. The question to be voted upon shall substantially be, "Shall the action taken at the meeting of this District held on (state date) in spite of the fact that (state the error or omission) and any act or action of the District officers or agents pursuant thereto be readopted, ratified or confirmed?" Errors or omissions in the conduct of an original meeting which are not the result of an unlawful notice or warning or non-compliance within the scope of the warning, may be cured by a resolution of the Board of Supervisors of the District by a vote of two-thirds of all the votes entitled to be cast at a regular meeting or a special meeting called for that purpose stating that the defect was the result of an oversight, inadvertence or mistake. When an error or omission of this nature has been thus corrected by resolution, all business within the terms of the action of the qualified voters shall be as valid as if the requirements had been initially complied with upon condition, however, that the original action thereby corrected by the Board of Supervisors was in compliance with the legal exercise of its corporate powers.

12. PRIORITY

When a special meeting of the District is called to act upon a proposition to incur bonded or other indebtedness, the special meeting procedures outlined in Article IV shall control over the meeting procedures outlined in this article in the event of conflict.

ARTICLE VI

MISCELLANEOUS

1. INDEMNIFICATION

To the extent permitted by law, the District shall protect, defend, indemnify and hold harmless each member municipality and their respective officials, officers, members, employees, and agents from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, action or proceedings and attorneys' fees, with respect to any act or omission arising out of the activities and operations of the District. The District shall indemnify its officers, supervisors, and employees from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, action or proceedings and attorneys fees, except in the case of willful misconduct and gross negligence.

2. WITHDRAWAL OF MEMBER MUNICIPALITY

A member municipality may withdraw from the District upon the terms and conditions specified below:

a. WITHDRAWAL PRIOR TO THE DISTRICT INCURRING BONDED INDEBTEDNESS OR ENTERING LONG-TERM CONTRACTS

(i) The Board of Supervisors shall not enter into any long-term contract, or call a special meeting on incurring long-term debt for a minimum of twelve months from the date of establishment of the District and until the District shall have prepared and adopted a solid waste management plan in accordance with No. 78 of the Acts of 1987 and the state solid waste management plan.

(ii) No member municipality may withdraw from the District for a period of one year from the date of establishment of the District.

(iii) After the expiration of one year from the date of the establishment of the District or prior to the District incurring bonded indebtedness or entering into a long-term contract, a member municipality may vote to withdraw in the same manner as the vote for adoption of the Agreement by such member municipality. If a majority of the voters of a member municipality present and voting at a meeting duly warned for such purpose shall vote to withdraw from the District, the vote shall be certified by the clerk of that municipality and presented to the Board of Supervisors. Thereafter, the Board shall give notice to the remaining member municipalities of the vote to withdraw and shall hold a meeting to determine if it is in the best interests of the District to continue to exist. Representatives of the member municipalities shall be given an opportunity to be heard at such meeting together with any other interested persons. After such a meeting, the Board of Supervisors may declare the District dissolved immediately or as soon thereafter as the financial obligations of the District and of each member municipality on account thereof have been satisfied, or it may declare that the District shall continue to exist despite the withdrawal of such member municipality. The membership of the withdrawing municipality shall terminate as soon after such vote to withdraw as the financial obligations of said withdrawing municipality have been paid to the District.

b. WITHDRAWAL AFTER TWELVE MONTHS FROM THE DATE OF ESTABLISHMENT OF THE DISTRICT

After the expiration of twelve (12) months from the date of establishment of the District or after the District has incurred bonded indebtedness or entered into a long-term contract, a member municipality may vote to withdraw in the same manner as the vote for adoption of the Agreement by such member municipality. It shall be a condition that the withdrawing municipality shall enter into a written agreement with the District whereby such withdrawing municipality shall be obligated to continue to pay its share of the debt incurred by the District for the remaining bonding or contract term. In addition, the withdrawing municipality shall obligate itself to pay the cost of redesigning and rebuilding any facility of the District occasioned because of the reduced volume of solid waste. The cost shall be

determined by an independent engineering firm hired by the Board of Supervisors. These additional costs shall be paid either in a lump sum or in installments at such times and in such amounts as required by the Board of Supervisors. In addition, if the District shall have entered into long-term contractual commitments no withdrawal of a town or city shall be permitted during the period of such commitment if such withdrawal would adversely affect the obligations of the District thereunder or its ability or rights to procure the means for payment, continuation and discharge thereof.

3. ADMISSION OF NEW MEMBER MUNICIPALITIES

The Board of Supervisors may authorize the inclusion of additional member municipalities in the District upon such terms and conditions as it in its sole discretion shall deem to be fair, reasonable and in the best interests of the District. The legislative branch of any non-member municipality which desires to be admitted to the District shall make application for admission to the Board of Supervisors of the District. The Board shall determine the effects and impacts which are likely to occur if such municipality is admitted and shall thereafter either grant or deny authority for admission of the petitioning municipality. If the Board grants such authority, it shall also specify any terms and conditions, including but not limited to financial obligations upon which such admission is predicated. The petitioning municipality shall thereafter comply with the approval procedures specified in 24 V.S.A. Chapter 121. If a majority of the voters of the petitioning municipality present and voting at a meeting of such municipality duly warned for such purpose shall vote to approve the Agreement and the terms and conditions for admission, the vote shall be certified by the clerk of that municipality to the Board of Supervisors. Thereafter upon satisfactory performance of the terms and conditions of admission, said municipality shall by resolution of the Board of Supervisors become and thereafter be a member municipality of the District.

4. DISSOLUTION OF DISTRICT

a. PROCEDURE. If the Board of Supervisors by resolution approved by two-thirds of all the votes entitled to be cast determines that it is in the best interests of the public, the member municipalities and the District that the District be dissolved, and if the District then has no outstanding debtor obligations under long-term contracts or will have no such debt or obligation upon completion of the plan of dissolution, it shall prepare a plan of dissolution and thereafter adopt a resolution directing that the questions of such dissolution and the plan of dissolution be submitted to the voters of the District at a special meeting of the District duly warned for such purpose. If two-thirds of the voters of the District present and voting at such special meeting of the District duly warned for such purpose shall vote to dissolve the District and approve the plan of dissolution, the District shall cease to conduct its affairs except insofar as may be necessary for the winding up thereof. The Board of Supervisors shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of the District and to the Vermont Secretary of State and shall proceed to collect the assets of the District and apply and distribute them in accordance with the plan of dissolution, which plan and the implementation thereof shall be subject to approval and supervision by the Windsor Superior Court.

b. PLAN OF DISSOLUTION. The plan of dissolution shall:

1. Identify and value all unencumbered assets of the District;
2. Identify and value all encumbered assets of the District;
3. Identify all creditors of the District and the nature or amount of all liabilities and obligations of the District;

4. Identify all obligations under long-term contracts;
5. Specify the means by which assets of the District shall be liquidated and all liabilities and obligations of the District shall be paid and discharged, or adequate provision shall be made for the satisfaction thereof;
6. Specify the amount of monies due from each member municipality, if necessary, to extinguish the liabilities of the District;
7. Specify the nature and amount of any liabilities or obligations to be assumed and paid by the member municipalities;
8. Specify the means by which any assets remaining after discharge of all liabilities shall be liquidated if necessary;
9. Specify that any assets remaining after payment of all liabilities shall be apportioned and distributed among the member municipalities according to the same basic formula used in apportioning the annual assessments of the District.

c. TERMINATION. When the plan of dissolution has been implemented, the Board of Supervisors shall adopt a resolution certifying that fact to the member municipalities whereupon this Agreement and the District created hereby shall be terminated.

5. AMENDMENT OF THE DISTRICT AGREEMENT

The Board of Supervisors may amend this District Agreement by the following procedure. The Board of Supervisors at any regular or special meeting of the Board of Supervisors may, by a majority vote, pass a resolution stating their intent to amend the Agreement. A written copy of the resolution, stating the wording of the amendment and the purpose of the amendment, and the date of the meeting scheduled to act on the amendment, shall be delivered to the legislative branches of each municipality and mailed to or left at the usual place of residence of each member of the Board of Supervisors at least ten (10) business days prior to the meeting scheduled to adopt the amendment. The amendment shall become effective after ten (10) business days following a majority vote of the Board of Supervisors at the meeting scheduled to act on the amendment, unless a majority of the legislative branches of member municipalities request, in writing, that the Board of Supervisors hold a special district meeting to vote on the amendment. This District Agreement may be amended by the voters of the District at a special meeting called in accordance with Article V, Section 1. This Agreement may be amended from time to time in the manner herein provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness or substantially affect any obligations under long-term contracts of the District then outstanding or in effect, or the rights of the District to procure the means for payment, continuation, or termination thereof. If the amendment is adopted by the Board of Supervisors or by the voters of the District, the Clerk of the District, within 10 days after the vote of adoption, shall certify to the Secretary of State each proposal of amendment showing the facts as to its origin and the procedure followed. The Secretary of State shall then proceed as with municipal charter amendments.

6. SEVERABILITY

Should any court of competent jurisdiction judge any term, phrase, clause, sentence or provision of this Agreement to be invalid, illegal, or unenforceable in any respect, such judgment shall not affect the validity, legality, or enforceability of the Agreement as a whole or any other part of this Agreement.

7. DEFINITIONS

a. "Solid Waste" shall mean any discarded garbage, refuse, sludge from a waste treatment plant, water supply plant or pollution control facility and other discarded material possessing no value to its present user including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, commercial, mining, or agricultural operations and from community activities but does not include animal manure and absorbent bedding used for soil enrichment or solid or dissolved materials in industrial discharges which are point sources subject to permits under the Waste Pollution Control Act, Chapter 47 of Title 10.

b. "Hazardous Waste" shall mean any waste or combination of wastes of a solid, liquid, contained gaseous, or semi-solid form, including but not limited to those which are toxic, corrosive, ignitable, reactive, strong sensitizers, or which generate pressure through decomposition, or other means, which in the judgment of the Commissioner of the Department of Environmental Conservation, or his or her duly authorized representative:

1. may cause, or contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, taking into account the toxicity of such waste, its persistence and degradability in nature, and its potential for assimilation, or concentration in tissue, and other factors that may otherwise cause or contribute to adverse acute or chronic effects on the health of persons or other living organisms; or

2. may have an unusually destructive effect on water quality if discharged to ground or surface waters of the state. All special nuclear, source, or byproduct material, as defined by the Atomic Energy Act of 1964 and amendments thereto, codified in 42 U.S.C. Section 2014, is specifically excluded from this definition. Hazardous waste also includes any material or produce so designated under 10 V.S.A. Section 6602(4).

c. "Household hazardous waste" shall mean any component of solid waste generated by households in the District which exhibit the characteristics of a hazardous waste, but which are excluded from state or federal hazardous regulation.

d. "Small quantity generator hazardous waste" shall mean wastes generated by industrial, commercial and institutional activities in the District which would be a listed or characteristic hazardous waste but which are generated in small enough quantities so as to be excluded from state or federal regulation as a hazardous waste.

e. "Sludge" shall mean solids and semi-solids generated by a wastewater treatment plant.

Notwithstanding any provision of this Agreement, the District shall have the power to impose and collect a surcharge or special assessment for the collection, storage and disposal of sludge.

Section 2. EFFECTIVE DATE

This act shall take effect on passage and apply retroactively to March 6, 1990.

Approved: June 22, 1990

5-19-16

TO: Norwich Selectboard

FROM: Phil Dechert, Interim Town Manager

Draft Town Service Officer Proposal

Background: The town service officer was formerly an individual in the town charged with assisting individuals in need of emergency food, fuel, or shelter on behalf of the State Department of Children and Families (DCF). New legislation has eliminated the state designated position effective July 1, 2016. Selectboards will have the discretionary authority to appoint a town service officer under 24 V.S.A. § 871(5). It is up to the selectboard to decide what, if any, responsibilities and duties to confer on the town service officer.

Town Service Officer

Appointment and Term: The Town Service Officer is a town resident ("from among the legally qualified voters")* appointed by the Selectboard for a one year term May 1 to April 30. The term will automatically extend until the Selectboard re-appoints the Town Service Officer to a new term, appoints another resident to the position, or the current Town Service Officer resigns.

Responsibilities: Assist Norwich residents in need of emergency food, fuel or shelter.

Funding: The Town Service Officer may request the Town Manager to provide emergency funds for assistance to a resident in need from the Citizen Assistance Fund. Payments shall be made directly to vendors or those providing assistance. Funds may be released without Selectboard approval but shall be included in the next warrant with name of the payee but not the name of the individual receiving assistance.

Notes:

* After Act 71 goes into effect, selectboards will have the discretionary authority to appoint a town service officer under 24 V.S.A. § 871(5). That statute declares that the selectboard "may thereupon appoint from among the legally qualified voters the following officers who shall serve until their successors are appointed and qualified, and shall certify such appointments to the town clerk who shall record the same ... one town service officer."

14 V.S.A. § 2306. That statute provides a town service officer with the seldom-used authority to petition a probate court to appoint a trustee for the estate of an absent person.

Agenda for the Selectboard Meeting of Wednesday, May 25, 20169) Process for Additions to Agenda Items/Possible Rules of Conduct Policy Revision-
Version B**Town of Norwich Selectboard
Rules for Conduct of Regular and Special Meetings**

Whereas, the Selectboard is the governing body of the Town; and
 Whereas, the Selectboard is charged by law with the general supervision of the affairs of the Town;
 and Whereas, the Selectboard is required by law to make decisions in public, unless statutorily
 exempted; and Whereas, the public is entitled to a reasonable opportunity to express its opinion on
 matters considered by the Selectboard so long as order is maintained; and
 Whereas, the Open Meeting Law provides that public comment shall be subject to reasonable rules
 established by the Chair; the Norwich Selectboard hereby adopts the following rules and procedures:

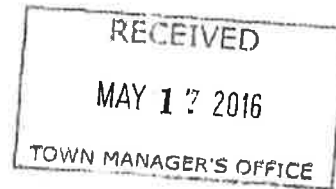
1. Meetings shall be chaired by the Chair of the Selectboard, duly elected at the Selectboard's organizational meeting, or in his or her absence, by the Vice-Chair. In the absence of both the Chair and the Vice-Chair, the meeting shall be chaired by a chair pro tempore, to be selected by the Selectboard.
2. A majority of the Selectboard shall constitute a quorum. If a quorum is not present, the only action which may be considered is a motion for a recess or adjournment.
3. At each meeting, there shall be reasonable time reserved for public comment concerning items not on the agenda.
4. Each meeting shall have an agenda:¹ *Board members and the town manager may submit agenda items with supporting information for inclusion in the packet by 9 am three business days before a meeting. The Chair finalizes the **content** and order of the agenda by noon three business days before a meeting, when practical. Changes may be made by consensus or by a vote of the Board at the beginning of regular meetings.*² *Material introduced after the packet has been finalized shall be included in a subsequent packet for the record.* Appointments and hearings may be allotted specific times. The Selectboard may invite members of the public, other local officials, or those who have business with the Town to join them at a regular or special meeting. Those who wish to be added to the agenda shall contact the Town Manager in advance to arrange for a convenient time. At special meetings, only those items on the agenda may be discussed.
5. All business shall be conducted in the same order as it may appear on the agenda, except that by majority consent, the Chair may alter the order of items to be considered and/or the time allotted.
6. Public comment on issues discussed by the Selectboard may be offered during the meeting with the permission of the Chair. The Selectboard shall apply consistent time limits to all whom they recognize to speak.
7. The Chair shall rule on all questions of order or procedure.
8. Meetings may be recessed to a time and place certain.
9. The Chair shall enforce these rules as required by 1 V.S.A. § 312(h).
10. These rules shall be made available at all meetings, and procedures for public comment shall be reviewed at the beginning of all meetings.
11. These rules may be amended by majority vote of the Selectboard, and must be readopted annually at the organizational meeting.
12. It shall be the responsibility of individual Selectboard members to provide written revisions of draft condensed Selectboard minutes to the Town Manager's Office by close of business on the day before the meeting in which those minutes are expected to be approved. These revisions will be copied and distributed to Selectboard members for the meeting.

Readopted by Selectboard (date)

¹ *Emphasis added temporarily*

² The board decides what to include in the agenda at the beginning of a meeting.

Item #10



May 16, 2016

To: Norwich Select Board
Norwich, VT 05055

On November 18, 2015 a complaint was filed with the Norwich Zoning Administrator concerning a non-compliant fence at Lot 71, Kendall Station Road.

The Zoning Administrator stated he would make a decision and that decision could then be appealed. More than 6 months later, many phone calls, and office visits to inquire about the status of his decision, no decision or reply to the November 18, 2015 letter has been received. (Copy enclosed)

Some of the facts:

A newly constructed permitted fence on Lot 71 Kendall Station Road significantly violates the conditions of the fence permit.

1. An earthen berm was constructed and a fence in excess of 7' was then placed on top of the earthen berm. The height above the previous existing grade is now 8 to 9 feet in places. Courts have consistently ruled that "fences on a berm" may not exceed the permitted height of the fence. The height of the berm must be included in the calculation of overall height of the fence above natural grade. A berm is considered to be "functionally equivalent to a fence" and must be included in the height. This is a universally common requirement in fencing ordinances.
2. The slope of the earthen berm is 1 to 1 in places, and is spilling material onto the adjacent property at 194 Kendall Station Road. The earthen berm is not stabilized, has never been seeded, and there is no filter fence. This earthen berm also completely blocks the natural flow of drainage water, now directing it directly onto Kendall Station Road. The drainage ditch constructed by the Town in 1993 was also completely filled with truckloads of fill. It now allows water to flow directly onto the road.
3. The 4' section of the fence consistently exceeds 4', the height varies from 4' 3" to almost 6'.
4. The fence extends significantly into the right-of-way and interferes with with corner

visibility and sight distances for vehicular traffic, creating a traffic hazard.

5. Signatures are required from both property owners for side yard fences. Complainant was never notified of, or given any opportunity to sign any such agreement.

From Norwich Zoning Regulations, Section 307

(2) A fence exceeding four feet but not more than seven feet may be erected on a side or rear boundary line if the application for the permit is signed by the landowners on both sides of the boundary.

6. When a copy of the Zoning requirements for fencing was requested, only one or two sentences were provided and had nothing to do with the complaint. When complainant later requested a to view a copy of the Zoning Regulations, the Zoning Administrator stated he could not seem to find one, and would have to print a new copy. Every effort by the complainant to view the fencing regulations was unsuccessful.

8. When complainant first saw the large earthen berm being constructed in November of 2015, a request was made for the Zoning Adninstator to halt construction, as it was obviously too high. The Zoning Administrator responded angrily, loudly stating, "Wait until it's finished, how do you know what it will look like until it's finished."

9. When the Zoning Adiminstrator first viewed the completed fence in November at the request of complainant, he stated "I think it looks like ****" (Scatological expletive deleted)

The Zoning Administrator has consistently been evasive and dismissive, refusing to reply with a decision.

Complainant bears no malice toward the Zoning Administrator or the lot owner of lot 71, but the fence is excessively high and diminishes the property value of adjoining properties.

Action to address these concerns is requested of the Select Board

John Eller
194 Kendall Station Road
Norwich, VT 05055

TOWN OF NORWICH
PLANNING AND ZONING
RECEIVED
5-17-16

November 18, 2105

To: Norwich Zoning Office
Norwich, VT 05055

A newly constructed permitted fence on Lot 71 Kendall Station Road significantly violates the conditions of the fence permit.

1. An earthen berm was constructed and a fence in excess of 7' was then placed on top of the earthen berm. The height above the previous existing grade is now 8 to 9 feet in places. Courts have consistently ruled that "fences on a berm" may not exceed the permitted height of the fence. The height of the berm must be included in the calculation of overall height of the fence above natural grade. A berm is considered to be "functionally equivalent to a fence" and must be included in the height. This is a universally common requirement in fencing ordinances.
2. The slope of the earthen berm exceeds 3 to 1 in places, and is spilling material onto the adjacent property at 194 Kendall Station Road. The earthen berm is not seeded or stabilized, and there is no filter fence. This earthen berm also completely blocks the natural flow of drainage water, now directing it onto Kendall Station Road.
3. The 4' section of the fence consistently exceed 4', the height varies from 4' 3" to almost 5'.

Action to correct these violations is requested.

John Eller
194 Kendall Station Road
Norwich, VT 05055

DRAFT Minutes of the Special Selectboard Meeting of Wednesday, May 4, 2016 at 6:00 PM

Members present: Linda Cook, Chair; Christopher Ashley; Steve Flanders; Dan Goulet; Mary Layton, Vice-Chair; Phil Dechert, Interim Town Manager; Nancy Kramer, Assistant to the Town Manager.

There were about 8 people in the audience.

Also participating: Steve Leinoff, Norman Levy, Stuart Richards, Doug Robinson, Dean Seibert, Jay White.

Cook opened the meeting at 6:04 pm.

1. Review of Program for Schematic Site Plan, Floor Plans, Elevations and Estimates of Probable Costs for Public Safety Facilities with Jay White, Architect (Discussion/Possible Action Item). Dechert gave a brief background stating Jay White is designing the project utilizing the program allocating floor space to functions adopted by the Selectboard at their April 8, 2015 meeting. White will start with the program and work towards developing a floor plan for a one-story building keeping costs as low as possible. The base design will meet Vermont Commercial Energy Standards, but costs for a net zero build will also be provided. The net zero option will incorporate air exchange heat pumps along with LED lighting. A sprinkler system will also be costed out. White indicated he should be able to deliver a preliminary floor plan to Dechert for discussion at the Selectboard's June 22nd meeting. The importance of community support was discussed. Public comments included: making the design energy efficient and that the current location is still an issue with some residents. White was thanked by the Selectboard for his time.

2. Interim Town Manager Search (Executive Session May be Required). After a brief discussion, pursuant to Title 1 VSA § 313(a)(3), Ashley **moved** (2nd Flanders) to enter into Executive Session for the purpose of discussing the employment of the Interim Town Manager. **Motion passed**. The Selectboard moved into Executive Session at 7:07 pm. At 8:04 pm, Ashley **moved** (2nd Layton) to move into public session. **Motion passed**. No action was taken as a result of the Executive Session.

Goulet **moved** (2nd Ashley) to adjourn. **Motion passed**. Meeting adjourned at 8:05 pm.

Approved by the Selectboard on _____.

By Nancy Kramer
Assistant to the Town Manager

Linda Cook
Selectboard Chair

Next Regular Meeting – May 11, 2016 at 6:30 PM

PLEASE NOTE THAT CATV RECORDS ALL REGULAR MEETINGS OF THE NORWICH SELECTBOARD.

DRAFT Minutes of the Selectboard Meeting of Wednesday, May 11, 2016 at 6:15 PM

Members present: Linda Cook, Chair; Christopher Ashley; Steve Flanders; Dan Goulet; Mary Layton, Vice-Chair; Phil Dechert, Interim Town Manager; Nancy Kramer, Assistant to the Town Manager.

There were 9 people in the audience.

Also participating: Abby Friedman, Maura Carroll, Stuart Richards, Cheryl Lindberg, Demo Sofronas, Anne Goodrich, Jerry Ireland, Steve Thoms and Kris Clement

Cook opened the meeting at 6:15 pm.

1. Approval of Agenda (Action Item). The Selectboard, by consensus, approved the Agenda without changes.
2. The Board met with Abby Friedman and Maura Carroll from VLCT, to discuss the Town Manager Search Process (Discussion/Possible Action Item). Friedman explained services provided by VLCT including advertising the position in local, statewide, and national publications and web sites, reviewing and ranking applications, advising the Board on the review process, forming a search committee, and other options. VLCT will need a detailed job description and a proposed salary range. She emphasized that all decisions are the Selectboard's and VLCT only has an advisory role. The Board discussed forming a search committee; advertising, and hiring local vs. nationwide. Friedman left a VLCT contract for the Board to consider.
3. Public Comments.
 1. Stuart Richards asked why Town Road 88 (Old Bridge Road) was paved. Dechert will find out.
 2. Cheryl Lindberg asked about monthly financial statements in addition to the quarterly reports the Selectboard now gets. Dechert will look into it.
 3. Demo Sofronas invited everyone to the Memorial Day Parade.
4. Interim Town Manager's Report (Discussion). Dechert gave an update on the start of repairs on Bridge 42. The temporary snowmobile bridge on Illsley Road was removed on May 7th. Assessor finished field work and informal hearings are going on now. Recreation has 279 participants. Written report from all departments is in packet on the Town website. No actions taken.
5. Finance – Board to Sign Accounts Payable/Warrants (Action Item). After questions, Ashley **moved** (2nd Flanders) to approve Check Warrant Report #16-24 for General Fund in the amount of \$52,090.15 and for Buildings & Grounds Equipment Fund in the amount of \$20,994.00 for the period from 4/28/16 to 5/11/16. **Motion passed.**
6. Interviews/Appointments Committee to Identify Community Pool Options (Discussion/Possible Action Item).

Anne Goodrich and Jerry Ireland were present and interviewed. There was a discussion of item #6 on the Charge for Committee to Identify Community Pool Options.

Flanders **moved** (2nd Ashley) to appoint Anne Goodrich and Jerry Ireland to the Committee to Identify Community Pool Options. **Motion passed.**

7. Planning Commission Appointment (Discussion/Possible Action Item). Stuart Richards and Steve Thoms were present and interviewed.

Ashley moved (2nd Flanders) to appoint Steve Thoms to the Planning Commission for an unexpired term ending April 30, 2017. **Motion passed 4 to 1** (yes – Cook, Ashley, Flanders and Layton; no – Goulet).

8. Advance Transit Board Nomination (Discussion/Possible Action Item). Dechert explained briefly that Linda Gray had withdrawn her application and is fine with Demo Sofronas being recommended to be nominated to the Advance Transit Board. Sofronas was present and interviewed.

Flanders moved (2nd Goulet) to recommend Demo Sofronas as Norwich's Municipal Director to the Advance Transit Board for a three-year term ending in June, 2019. **Motion passed.**

9. Process for Additions to Agenda Items/Possible Rules of Conduct Policy Revision (Discussion/Possible Action Item). Flanders explained his document noting that changes are in italics. A discussion followed with each SB member weighing in. Cook does not support this.

Ashley moved (2nd Flanders) to change Rules of Conduct Policy by including sections 4.1, 4.2, 4.3 and 4.4 of Flanders document dated 5/5/16. Dechert said process has been confusing. Layton would like more time to think about it.

Layton moved (2nd Flanders) to table Ashley's Motion to change Rules of Conduct Policy dated 5/5/16. Motion passed 3 to 2 (Yes – Flanders, Goulet, Layton and No - Ashley, Cook)

10. Status of Neil Fulton's Appointment to GUVSWD Board (Discussion/Possible Action Item). Dechert discussed the form, included in the packet, that was sent to the GUVSWD after Selectboard approved two year appointments February 2015. Cook doesn't believe appointment was advertised. Cook further would like an update from representatives. Add to 5/25/16 agenda to review Charter.

11. Revisit Past Communications with Attorneys from November and December of 2015 and January of 2016 (Discussion/Possible Action Item). Ashley reviewed the process and had been surprised by inclusion to the attorney of item #15, a memo he sent to the Board. Ashley would like to know what the attorney said.

Ashely moved (2nd Flanders) that Ashley contact the attorney and ask his opinion about his document, and Ashley will pay for it. Motion passed 3 to 2 (Yes – Flanders, Layton, Ashley and No - Cook, Goulet)

12. Town Service Officer Role (Discussion/Possible Action Item). Dechert reported the Town Service Officer, a town position established by state statute, has been eliminated as of 7/1/16 but the town may continue the position with responsibilities as defined by the town including access to the Citizen Assistance Fund through the Town Manager. The option of having a single position or a committee was discussed. A committee, subject to the open meeting law, may not be able to respond to emergencies in a timely manner. Various options were discussed Dechert will prepare a proposal for next meeting. Selectboard agreed by consensus on having a Town Service Officer.

13. Selectboard

- a) Approval of the Minutes of the 4/27/16 Selectboard Meeting (Action Item). After discussion of a change, Flanders **moved** (2nd Ashley) to approve the minutes of the April 27, 2016 Selectboard meeting as amended by Cook. **Motion passed.**
- b) Review of Next Agendas (Discussion/Possible Action Item).
 - 1. Illsley Bridge culvert and labor costs;
 - 2. Monthly/Quarterly Financial Reports;
 - 3. GUVSWD update and review of charter;
 - 4. Town Service Officer; and
 - 5. Town Manager Search process – salary range, job description, advertising
- c) Interim Town Manager Hiring Process (Executive Session May be Required). Pursuant to Title 1 VSA § 313(a)(3), Flanders **moved** (2nd Ashley) to enter into Executive Session for the purpose of discussing the employment of the Interim Town Manager. **Motion passed.** The Selectboard moved into Executive Session at 9:53 pm.

At 10:24 pm, Flanders **moved** (2nd Ashley) to move into public session. **Motion passed. No action was taken as a result of the Executive Session.**

Goulet **moved** (2nd Flanders) to adjourn. **Motion passed.** Meeting adjourned at 10:25 pm.

Approved by the Selectboard on _____.

By Nancy Kramer
Assistant to the Town Manager

Linda Cook
Selectboard Chair

Next Regular Meeting – May 25, 2016 at 6:30 PM

PLEASE NOTE THAT CATV RECORDS ALL REGULAR MEETINGS OF THE NORWICH SELECTBOARD.

DRAFT Minutes of the Selectboard Special Meeting of Wednesday, May 19, 2016 at 5:00 PM

Members present: Linda Cook, Chair; Christopher Ashley; Steve Flanders; Dan Goulet; Mary Layton, Vice-Chair

There were no other people present

Cook opened the meeting at 5:00 pm.

1. Approval of Agenda (Action Item). The Selectboard, by consensus, approved the Agenda without changes.

2. Interim Town Manager Search and Hiring Process (Discussion/Action Item) (Executive Session May be Required) Pursuant to Title 1 VSA § 313(a)(3), Layton **moved** (2nd Flanders) to enter into Executive Session for the purpose of discussing the employment of the Interim Town Manager. **Motion passed**. The Selectboard moved into Executive Session at 5:01 pm.

At 6:05 pm, Layton **moved** (2nd Goulet) to move into public session. **Motion passed**.

Flanders **moved** (2nd Layton) to authorize the Chair to retain an attorney to draft a contract for an Interim Town Manager. **Motion Passed**.

Goulet **moved** (2nd Ashley) to adjourn. **Motion passed**. Meeting adjourned at 6:06 pm.

Approved by the Selectboard on _____.

Submitted by Christopher Ashley

Linda Cook
Selectboard Chair

Next Regular Meeting – May 25, 2016 at 6:30 PM

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