



AGENDA

Norwich Selectboard

Participation:

Remote Meeting Only

ZOOM access information: <https://us02web.zoom.us/j/86293758694>

Meeting ID: 862 9375 8694

US Toll-free: 877 853 5257

Regular Session

6:30PM

Wednesday June 8, 2022

1. Convene Meeting (6:30PM)
2. Agenda Review (6:30 – 6:35PM)
3. Public Participation (6:35 –6:45PM)
4. Announcements, Town Manager’s Report (6:45 –6:55PM)
5. Consent Agenda (6:55 – 7:00PM)
 - a. Consider AP warrant
 - b. Approve minutes from May 25, 2022, Selectboard meeting
 - c. Correspondence
6. Follow-up on the Reciprocal License Agreement with SAU70
7. Committee Appointments
 - a. Advance Transit
 - b. Conservation Commission
8. Set Transfer Station Fees for FY23
9. Casella Agreement for waste hauling extension with addendum

10. Selectboard Work Calendar

- a. Physical Plant Needs Assessment Discussion
- b. Digital Footprint Preliminary Discussion

11. Future Meetings

12. Adjournment

TO: Selectboard
FROM: Rod Francis, Acting Town Manager
RE: Town Manager Report
DATE: June 3, 2022

Staffing

Covid has disrupted operations significantly in the past month. Seven staff have been ill and needed to quarantine. I have reinforced the message about the need for use of PPE and taking appropriate steps to minimize spread. More masks and rapid tests have been ordered.

We have open searches for two equipment operators in DPW and a part-time office assistant. Our finance office assistant has given notice and we have begun the search for a staff accountant. I hope to advertise the position for a Planner this week or next. In the past two weeks Patrol Officer Berry and Chief Keeling submitted their resignations. This reduces the effective staffing in the Police Department to Patrol Officer Ingraham and Community Service Officer Root.

The Norwich Police Department has not been fully staffed for several years. Currently there are sixty separate agencies advertising for law enforcement personnel on the Vermont Police Academy website, many with multiple open positions. Several towns are in a similar situation to Norwich. Community Service Officer Root cannot be promoted to Patrol Officer yet because the Vermont Police Academy is unable to schedule the two classes that he requires for graduation due to their own staffing shortages.

I have been in communication with my peers in neighboring towns, Chief Jennifer Frank of Windsor Police Department and Lieutenant Hugh O'Donnell of the Vermont State Police, Royalton Barracks to discuss short- and medium-term planning including out-of-hours emergency coverage. With the assistance of county and state agencies Norwich residents will continue to have adequate public safety response.

Computer Upgrades

The third batch of new computers has arrived and are up and operating. Staff are acclimating to the latest software and selecting appropriate monitors and other peripherals to enhance the performance of the new computers. We are working to resolve an internet connectivity issue in the Fire Department as a final step in this phase. Upgrading to fiber-optic internet delivery for Tracy Hall is the last piece before work on the actual website commences.

Moore Lane Bridge Release of Materials

At the last meeting the selectboard authorized me to contract with Murray and Masterson Environmental Services to conduct testing on the materials under the bridge deck and in the stream. Samples were taken on Wednesday June 1. We expect results by the end of this week.

In the meantime, DPW Director Chris Kaufman has met with a hazardous materials disposal company who has provided a quote on removing the tarp from under the bridge and the possibility of cleaning the surface and painting the concrete bridge supports to reduce odor and encase the hazardous material.

Chris also gathered information about the bridge from former DPW staff. The bridge was constructed in 1989 using then current methods and practices, including coating the timber deck members in creosote to extend the life of the bridge deck. Chris had the existing structure examined by a representative of Miller Construction who confirmed how the bridge was constructed, that the deck was in excellent condition and that the rough estimate for deck replacement would likely be \$1 million. There have been discussions with experts regarding the design of the proposed containment system which presents serious challenges for operations and maintenance. Once we get the test results back, we will seek a meeting with the DEC Spill Program to determine the most effective solution. We also need to wait for the results before proceeding with the removal of the tarp.

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ROOT	ALEXANDER P ROOT	53022TRAINRT PD-TRN MILEAGE REIMB ~98	573.30	0.00	573.30	11709	06/02/22
ANYTIME	ANYTIME CARPET CARE & CLEANING	864568 PD- 5/11 & 5/19 CLEANING	360.00	0.00	360.00	11676	06/08/22
BUSINESS	BUSINESS CARD	02200 DPW-KWATERMAN WORKSHOP	60.00	0.00	60.00	11677	06/08/22
BUSINESS	BUSINESS CARD	AMAZON621062 TH-KN95 MASKS (X500)	133.39	0.00	133.39	11677	06/08/22
BUSINESS	BUSINESS CARD	AMZON9769837 TH-DEPT SUPPLIES	610.62	0.00	610.62	11677	06/08/22
BUSINESS	BUSINESS CARD	BESTBUY05312 DPW-DISK DRIVE=DELL DW31	39.99	0.00	39.99	11677	06/08/22
BUSINESS	BUSINESS CARD	HOMEDPT5312 DPW-DEWALT 3600PSI GPW	699.00	0.00	699.00	11677	06/08/22
BUSINESS	BUSINESS CARD	INV149093848 TH- ZOOM AP-MAY '22	503.83	0.00	503.83	11677	06/08/22
BUSINESS	BUSINESS CARD	MAY22WHTPGS TC-ADDRESS LOOKUP SVCS	20.99	0.00	20.99	11677	06/08/22
BUSINESS	BUSINESS CARD	01801472784 FIN-ENV&POST FOR TAX BIL	1393.40	0.00	1393.40	11677	06/08/22
CCI	CCI MANAGED SERVICES	CW-54123 TH-LAPTOP DISPATCH SVCS	5848.00	0.00	5848.00	11678	06/08/22
COMCAST	COMCAST	030622THINT2 TH-INTERNET	19.95	0.00	19.95	11679	06/08/22
COOP	COOP SERVICE CENTER	12578 PD-VT INSPECT. "DG199872	3285.25	0.00	3285.25	11680	06/08/22
COPYWORLD	COPY WORLD LLC	2141 DPW-TGRTWN COPIES	40.25	0.00	40.25	11681	06/08/22
DELTA DEN	DELTA DENTAL	JUNE 2022 TH-EMPLOYEE DENTAL	961.20	0.00	961.20	11682	06/08/22
DUBOIS	DUBOIS & KING, INC.	522154 DPW-TGR TWN CULVERT REPL	1387.50	0.00	1387.50	11683	06/08/22
FIRSTLIGH	FIRSTLIGHT FIBER	11431689 TH-PHONE '22 MAY	26.33	0.00	26.33	11684	06/08/22
GMPC	GREEN MOUNTAIN POWER CORP	51722ACDRDLT AC RD LTS- 05119200003	37.99	0.00	37.99	11685	06/08/22
MACKINNON	JON MACKINNON	2683605 DPW-HOSE&ACCESSORIES	483.78	0.00	483.78	11686	06/08/22
POWELLJUD	JUDITH POWELL	VP_ZX1V0X55 PD-BSNS CRDS A.ROOT (100	24.49	0.00	24.49	11710	06/08/22
CAMPFIELD	JUSTIN M CAMPFIELD	050422WLF&S P&R- CHALK FOR GIRARD FL	334.66	0.00	334.66	11688	06/08/22
LEAF	LEAF CAPITAL FUNDING, LLC	13194187 TH-4518A COPIER SYSTEM	82.00	0.00	82.00	11689	06/08/22
LEAF	LEAF CAPITAL FUNDING, LLC	13307305 TH-4518A COPIER SYSTEM	82.00	0.00	82.00	11689	06/08/22
GRAYLIN	LINDA GRAY	51922FILTERS EN. COMM- 20X20X1 FILTER	71.92	0.00	71.92	11690	06/08/22
NAT'L INS	MADISON NATIONAL LIFE INS CO.,	1499832 TH-JUNE '22 HEALTH INS.	1050.60	0.00	1050.60	11691	06/08/22
MAYER	MAYER & MAYER	PR-05/18/22 Payroll Transfer	25.00	0.00	25.00	11692	06/08/22
MAYER	MAYER & MAYER	PR-06/01/22 Payroll Transfer	25.00	0.00	25.00	11692	06/08/22
MCNEIL	MCNEIL, LEDDY & SHEAHAN, PC	36451 TH-SVCS THRU 04/30/22	927.50	0.00	927.50	11693	06/08/22
PBA	NEW ENGLAND PBA, INC	32325 JUNE '22 DUES - 3 MEMBER	169.02	0.00	169.02	11694	06/08/22
NETTC	NEW ENGLAND TRUCK TIRE CENTERS	127733-07 DPW-CAT 143H GRADER MAIN	9870.00	0.00	9870.00	11695	06/08/22
PATRIOT	PATRIOT PROPERTIES INC.	223181 TH-SERV Migration	1800.00	0.00	1800.00	11696	06/08/22
PITNEYPST	PITNEY BOWES	1020737511 TH-INK FOR POSTAGE MACHI	80.74	0.00	80.74	11697	06/08/22
SOLAFLECT	SOLAFLECT SOLAR PARK I, LLC	MAY 22 TH-MON. ALCTION FOR SLR	848.13	0.00	848.13	11698	06/08/22
SOLAIV	SOLAFLECT SOLAR PARK IV, LLC	2205_01 TH-MON. SOLAR METER SVC	900.00	0.00	900.00	11699	06/08/22
VTTREASUR	STATE OF VERMONT	050222DOGLIC TC-DOG LICENSES	1877.00	0.00	1877.00	11700	06/08/22
STEPNFLAN	STEPHEN N FLANDERS	31822LAVALLY CONS. COMM - TRAIL SIGNA	170.38	0.00	170.38	11701	06/08/22
STEPNFLAN	STEPHEN N FLANDERS	69318777329T CC-STAPLES TRAIL SIGNAGE	349.72	0.00	349.72	11701	06/08/22
STITZEL	STITZEL PAGE & FLETCHER PC	66880 TH-SVCS THRU 04/30/2022	7444.00	0.00	7444.00	11702	06/08/22
UNIFIRST	UNIFIRST CORPORATION	1070132525 DPW - UNIFORM CLEANING	216.69	0.00	216.69	11703	06/08/22
VLCTERB	VLCT EMPLOYMENT RESOURCE & BEN	REN033741-Q3 TH-QTRLY CONTRIBUTION '2	741.00	0.00	741.00	11704	06/08/22
VLCTPACIF	VLCT PROP & CASUALTY INTER FUN	REN220455-Q3 TH-Q3 CONTRIBUTION '22	48324.75	0.00	48324.75	11705	06/08/22
VMERS	VMERS DB	PR-05/04/22 Payroll Transfer	6127.00	0.00	6127.00	11706	06/08/22
VMERS	VMERS DB	PR-05/18/22 Payroll Transfer	5823.05	0.00	5823.05	11706	06/08/22
VMERS	VMERS DB	PR-06/01/22 Payroll Transfer	6010.44	0.00	6010.44	11706	06/08/22
VTGFOA	VT GOVERNMENT FINANCE OFFICERS	VTGFOAWRKSHP FINA-2022 SUMMER WORKSHO	20.00	0.00	20.00	11707	06/08/22
WBMASON	W.B. MASON CO., INC.	229756026 TC-ENV. /TH-PRNTR PAPER	558.86	0.00	558.86	11708	06/08/22
WBMASON	W.B. MASON CO., INC.	230086386 FIN. - TONER FOR FIELDIN	119.98	0.00	119.98	11708	06/08/22

June 8, 2022

Town of Norwich Selectboard Packet

Page 6

06/02/2022

Town of Norwich Accounts Payable

Page 2 of 2

03:51 pm

Check Warrant Report # 885 Current Prior Next FY Invoices

HTML5LMILLICAN

For checks For Check Acct 03 (General) 06/02/2022 To 06/08/2022

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			110,558.70	0.00	110,558.70		

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 \$ ***110,558.70
 Let this be your order for the payments of these amounts.

Finance Director  Town Manager: 
 Fielding Essensa Rod Francis

SELECTBOARD:

 Roger Arnold Chair

 Mary Layton Vice Chair

 Robert Gere

 Marcia Calloway

 Claudette Brochu

DRAFT Minutes of the Selectboard Meeting of
Wednesday, May 25, 2022, at 6:30 pm

This meeting was conducted via teleconference using ZOOM according to Open Meeting Law requirements. Members present: Roger Arnold, Chair; Mary Layton, Vice Chair; Claudette Brochu; Marcia Calloway; Robert Gere; Rod Francis, Town Manager; Miranda Bergmeier, Assistant to the Town Manager.

Also participating: Peter Orner, Andy Scherer, Fielding Essensa, Cheryl Lindberg.

1. Approval of Agenda. Layton **moved** (2nd Brochu) to approve the agenda with the addition of the Wastewater Advisory Committee composition for consideration and possible vote. **Motion approved unanimously.**
2. Public & Selectboard Comment. Peter Orner spoke about the Moore Lane Bridge and how it is leaking chemicals into the stream below it. Orner said that he is concerned and the tarp that has been installed has not been working. Andy Scherer said he is interested in hearing more about the organics collection at the transfer station. Calloway said that she thinks all memos submitted to the Selectboard (SB) regarding agenda setting should be included in the meeting packet.
3. Consent Agenda. Brochu had a question about the financial dashboard. Fielding Essensa said that he included May's to-date numbers in the dashboard data. Essensa said that, as of now, the town is on track to be slightly under budget for this fiscal year (FY2022). Layton **moved** (2nd Gere) to approve the consent agenda. **Motion approved unanimously.**
4. Request for Extension to File the Grand List Abstract. Layton **moved** (2nd Gere) to approve the Board of Listers' 30-day extension request under 32 VSA §4342 to be filed with the Vermont Department of Taxes, as contained in the Selectboard meeting packet. **Motion approved unanimously.**
5. Town Manager Report. Francis said a major focus of the DPW's work over the last week has been on the Moore Lane Bridge. Francis said the tarp has not been working to catch the material leaking into the water running below. Francis said the town is working closely with state officials to remedy the situation. Ultimately, the bridge deck may need to be replaced. Francis said he received a proposal from a firm late today to do an analysis of the material leaking from the bridge to determine what it is. The work would be to take 6 samples (2 from the water, 2 from the bridge deck, and 2 from the bridge abutment) and analyze them. The town received a \$7,748.40 cost estimate from Murray & Masterson Environmental Services of Bristol, VT to perform this work. Essensa said we could possibly use operating funds for FY2022 or use the Bridge Maintenance reserve fund. After some discussion, Brochu **moved** (2nd Layton) to authorize the Town Manager to enter into an agreement with Murray & Masterson Environmental Services in an amount not to exceed \$7,800.00 to be paid from the FY2022 operating budget. **Motion approved unanimously.** Francis addressed Scherer's earlier comment to say that Francis is still communicating with Casella to come up with solutions regarding organic waste. Calloway asked about the Fire District's long-range planning meeting. Francis said the Fire District members had asked about the possibility of merging the Town with the Fire District. Francis said he talked to the town's attorney about this matter and the attorney said there is no clear process set out by Vermont statute, aside from doing so via a charter process. This would be a very complicated process. The Fire District determined that merger was not a viable plan for the next 5-year time span.

6. RFP for Legal Services, Labor Agreement and Human Resources. Francis said that in FY2023, legal expenses would be paid for out of the professional services – legal services budget line [currently they are paid from the professional services budget line]. SB members agreed to put out an RFP to seek legal counsel for personnel matters.

6.1 [added agenda item] Wastewater Study Committee. Francis recommended putting together a wastewater study committee, as discussed in his memo included in the SB meeting packet addendum. The advisory group would help guide the hired consultants in their work of obtaining wide public input and gathering expert assessments. SB members discussed composition of the committee. Brochu **moved** (2nd Calloway) to request the Town Manager to issue a call for applicants to serve on a Wastewater Feasibility Steering Committee: one representative from the Selectboard, one from the Planning Commission, one from the Conservation Commission, one from the Fire District, one from Marion Cross School, one from the downtown business owners, one resident of the village, and one resident from outside of the village. **Motion approved unanimously.**

7. Meeting Calendar. Francis talked about Tracy Hall's office space issues, including HVAC. Francis said one approach is to hire consultants to analyze the physical plant of the town, including Tracy Hall, the transfer station and the DPW garage. Some of the issues and options to be considered: replacing the boilers in Tracy Hall; hiring consultants for space analysis; moving some town office functions out of Tracy Hall; Tracy Hall air quality analysis; RFPs for Tracy Hall boilers and fire suppression system. SB members discussed bringing to the next meeting a list of available rental spaces in Norwich. SB members agreed that Calloway will provide a memo framing the animal ordinance for future work.

9. Reciprocal License Agreement with SAU70. Layton **moved** (2nd Gere) to find that premature general public knowledge about a proposed agreement would clearly place the Town at a substantial disadvantage. **Motion approved (4-yes; Calloway-no).** Layton **moved** (2nd Brochu) to enter executive session, pursuant to 1 VSA §313(a)(1)(A), and to include the Town Manager. **Motion approved (4-yes; Calloway-no).**

The Selectboard entered executive session at 8:33 PM.

Layton **moved** (2nd Calloway) to enter public session. **Motion approved unanimously.** The SB entered public session at 9:08 PM.

10. Attorney-Client Communication. Layton **moved** (2nd Brochu) to find that premature general public knowledge of attorney-client communications between the Selectboard and Town Attorney as to matters for which legal advice is sought would clearly place the Town at a substantial disadvantage. **Motion approved unanimously.** Layton **moved** (2nd Brochu) to enter executive session, pursuant to 1 VSA §313(a)(1)(F), for the purpose of considering confidential attorney-client advice. **Motion approved unanimously.**

The Selectboard entered executive session at 9:10 PM.

Layton **moved** (2nd Calloway) to enter public session. **Motion approved unanimously.** The SB entered public session at 9:25 PM.

11. Adjourn. Brochu **moved** (2nd Layton) to adjourn. **Motion approved unanimously.** Meeting adjourned at 9:27 pm.

By Miranda Bergmeier

Approved by the Selectboard on _____, 2022

Roger Arnold, Selectboard Chair

Next Meeting – June 8, 2022 – Meeting at 6:30

PLEASE NOTE: CATV POSTS RECORDINGS OF ALL REGULAR MEETINGS OF THE NORWICH SELECTBOARD

From: [Peter Orner](#)
To: [Roger Arnold](#)
Cc: [Alberto Rdz](#); [Rod Francis](#); [Miranda Bergmeier](#)
Subject: Re: Moore Lane Bridge/ chemical release
Date: Saturday, May 21, 2022 10:05:57 AM

 [IMG_2028.MOV](#)

Dear Roger and Rod,

Thanks for this reply. I look forward to hearing more about this. I recently read the Town Manager's Report for May 20 and have some respectful concerns about the following statement:

As an interim step DPW staff had wrapped the underside of the bridge with tarpaulins to capture the materials.

The interim step did not capture the materials. When the bridge was wrapped, the tarp came loose within days. Now one edge is completely detached from the wall of the bridge and in tatters. Much of the chemical that was trapped has long since drained into the brook and the chemicals, as you can see, have continued to drain down the walls directly into the brook. I'm attaching two recent videos where water contamination is evident (before and after a recent rain), as well as a photograph that shows the current condition of the tarp. Will the town take any steps to stop the chemical release before the implementation of a more permanent solution?

Two further questions: In addition to the water contamination, there's a heavy toxic smell emanating from the bridge. Will the catch-can increase the toxic smell as a result of the accumulation? As our house is quite close to the bridge there are already spring and summer days that we can't sit by the brook because the smell is so strong. Neighbors, such as Alberto cc'd above, and people walking across the bridge have also commented on the heavier than normal smell.

The report states that there will be periodic emptying. Can the town be more specific here? Again, given the amount of accumulation, it would seem a regular maintenance plan would need to be in place.

Thanks as always for your time,
Peter



 [IMG_2017.MOV](#)

----- Forwarded message -----

From: **Chris Katucki** <kals95@startmail.com>

Date: Wed, May 25, 2022 at 2:39 PM

Subject: Wastewater Feasibility Study Steering Committee

To: selectboard@norwich.vt.us <selectboard@norwich.vt.us>, manager@norwich.vt.us <manager@norwich.vt.us>

CC: Roger Arnold <rogerarnoldvt@gmail.com>, Mary Layton <marydlayton@gmail.com>, claudette brochu <cbrochu30@gmail.com>, Rob Gere <tallman610@gmail.com>, Marcia Calloway <msbcalloway@gmail.com>, Miranda Bergmeier <MBergmeier@norwich.vt.us>

Dear Selectboard members and Town Manager Francis:

I see a memorandum regarding the composition of the Wastewater Feasibility Study Steering Committee is a late addition to the Selectboard packet for tonight's meeting. I want to raise two issues.

First, will this Steering Committee comply with the Open Meeting Law? If not, what is the rationale for concluding that it is not a public body?

Second, it appears that, as proposed, all of the members of the Steering Committee, but one, are likely to be public officials. The usual suspects. Let's get some new blood on this committee to develop leaders of the future. The Fire District, Norwich School Board and commercial property owners deserve representation. I also think that somebody wary of a sewer project would be a helpful addition. The remaining members could come from a combination of officials and community members. The consultants appear to want broad input from this Steering Committee.

Thank you in advance for considering my comments.

Sincerely,
Chris

Christopher Katucki
[47 Old Coach Road](#)
[Norwich, VT 05055](#)

Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.

From: [Stuart Richards](#)
To: [Rod Francis](#); [Miranda Bergmeier](#); [Mary Layton](#); [Claudette Brochu](#); [Bob Gere](#); [Roger Arnold](#); [Marcia Calloway](#)
Subject: Sewer Committee
Date: Saturday, May 28, 2022 2:55:29 PM
Attachments: [Sewer Committee Final Report 6-23-05.doc](#)

All,

I understand that a new Norwich Sewer Committee is to be formed. I would like to express my interest in serving. I don't know if there will be a regular application process but I believe that my background and previous experience in dealing with the issues will be helpful.

I was a member of the Sewer Committee in 2005. Enclosed find the report that was filed by that committee. I've been a Norwich resident since 1983 and have served on the Planning Commission and formed a non profit called Norwich Affordable Housing Inc. I founded and was the Director of the Ford Sayre Ski Academy. My experience also includes being a licensed Vermont real estate broker since 1984, real estate office owner and major ski area developer. My current employment is saving lives with Global Rescue.

Thanks for considering me for this important committee.

Stuart L. Richards, Senior Vice President
Global Rescue LLC
Ph: Direct 617-459-4199, Main 617-459-4200
Fax: 858-712-1295
<http://www.globalrescue.com>

From: [Miranda Bergmeier](#)
To: [Rod Francis](#)
Subject: FW: Plastic FreeJuly
Date: Friday, June 3, 2022 8:26:15 AM

Per your request...

From: judy munger <munger.judy6@gmail.com>
Sent: Wednesday, June 1, 2022 3:15 PM
To: Miranda Bergmeier <MBergmeier@norwich.vt.us>
Subject: Fwd: Plastic FreeJuly

From: **judy munger** <munger.judy6@gmail.com>
Date: Wed, Jun 1, 2022, 2:15 PM
Subject: Plastic Free July
To: selectboard@norwich.vt.us

Dear Selectboard Members,

I am writing to let you know of some valuable free resources in our area, and to be sure you know about the Plastic Free July efforts. This movement began in Perth, Australia 11 years ago and has spread to 177 countries and millions of people around the world. There are now 28 towns in NH in what began as 10 Towns 10 Actions. It has been spreading to VT and beyond. The NH group has promised to share information and resources with anyone wishing to lead towns in this area for at least 2 years. They publish this on their 10towns10actions website, and there are informative webinars, etc at plasticfreejuly.org.

I have downloaded and had printed copies of their posters and adaptable town proclamations and related articles and would be happy to share these and other information with you. I am new to these groups, but very enthusiastic that together we can make a real difference by raising awareness about how only 2% of plastics are actually recycled and 98% are choking our oceans and landfills and affecting our health and our planet. Simply refusing and finding alternatives for single-use plastic bags, cups and straws could be huge! As the founder of plastic free July and Plastic Free Foundation, Rebecca Prince-Ruiz, said,

"Nobody can do everything but everybody can do something."

Sincerely,

Judy Munger,
Norwich, VT
802 649 7312

From: [Demo Sofronas](#)
To: [Rod Francis](#); [Miranda Bergmeier](#); [Miranda Bergmeier](#)
Subject: Staffing and vacancies in some departments
Date: Thursday, June 2, 2022 1:33:33 PM

Dear Rod, Miranda, and Selectboard:

I am writing to say that I as well as many others in town are becoming concerned with staffing in some of the departments. I totally understand the impact that the Covid pandemic has had on the Town of Norwich, however there has to be a plan in place to hire employees that want to make a difference in Norwich and make it a desirable place to work. I know that the DPW has struggled to keep its workforce at the proper level and I see some progress has been made.

I am particularly concerned with the staffing shortage at the Norwich Police Department. As a former member of the Police Services Committee appointed by the Selectboard, I along with other members on the committee worked very hard to come up with the proper staffing level for the Police department. It is my understanding that at the present time the police department is in need of two full time police officers as yet another officer is leaving. I would urge the Town manager to act expeditiously in filling these vacancies so that Norwich residents get the proper police coverage that they need and deserve.

I know that the selectboard holds the purse strings and would also hope that the budget could be adjusted so that salary levels can be increased so that we can keep our officers here in Norwich and not leave for a more lucrative assignment elsewhere.

There is an old saying " You get what you pay for" so pay a little more and you will get good quality people working here in Norwich for many years to come.

I know we have an excellent police force but we cannot continue to expect our two remaining full time officers (which includes the Chief) and a part time officer to provide the proper police coverage that Norwich residents need, to keep Norwich a safe community.

It is unsafe to work many hours to make up for staffing shortfalls and also a lot more expensive to pay overtime costs.

Thank you for your understanding regarding this matter,

Demo Sofronas

PUBLIC WORKS DEPARTMENT

MAY 2022

PREPARED BY: CHRIS KAUFMAN

DATE: JUNE 3, 2022

Highway Department

- The road weight limits were removed from all Town Class 2, 3 and 4 roads the first week in May 2022. All road weight limit signs were removed.
- Gravel roads are being graded ProGuard magnesium chloride being applied to various roads as needed for dust control.
- A dust suppressant training was conducted onsite at the DPW by Innovative Solutions.
- The salt shed garage was cleaned and organized by DPW staff.
- Roadside ditches were blown to eliminate leaves.
- Culvert gravel inlets and outlets being repaired as needed to reduce erosion.
- Road gravels were ordered and delivered by Twin State Sand and Gravel (Blaktop) per the contract to have onsite at the DPW for grading and culvert work.
- Green Up Day bags were picked up and delivered to the transfer station for disposal on May 9, 2022,
- DPW staff were trained and received certifications for chainsaw safety and flagging. Roadside mowing training course completed.
- Chapel Hill South Bridge was closed per agreement with the Town Manager and Selectboard due to safety issues. The bridge was blocked with concrete barriers and signs posted.
- Touch A Truck Day was held on May 18 and the DPW provided a dump truck for viewing.
- The crew pushed down the metal and C&D dumpsters at the Transfer Station at least once per week.
- New Truck #2 is still at Grappone Ford in New Hampshire to address powertrain issues. The repairs will be made and will be under warranty. No date for repair and pickup yet.
- Cold patch operations occurred on a few paved roads and will continue throughout the summer months.
- Two unused chloride tanks were cleaned out and are being stored in the DPW yard until final decision on disposition.
- Mowing operations are beginning to occur on various roads.
- Responded to incidents of tree branches on various roads and in ditches.
- The cabinets in the lunchroom were installed and are awaiting the countertop measure and install in July 2022. See attached photo.
- New staff lockers were delivered. See attached photo.
- New grader tires purchased for 2004 143H grader.
- As of the end of March 2022, the Public Works Department has one crew member and one foreman. Actively looking to hire equipment operators.

Buildings and Grounds

- The B&G Department assisted the Highway Dept with maintenance on roads and sidewalks.
- The custodian performed the usual maintenance activities at Tracy Hall, Public Safety Building and the Public Works Garage.
- Mowing operations, trash removal, trimming and other operations were conducted at various locations such as Huntley Meadows, Foley, Transfer Station, Barrett, Bentley.
- Hartford Parks and Recreation assisted building and grounds staff on lining recreation fields.
- Evaluated Mean green electric mower for use on Huntley Meadows and other grassy areas.

Transfer Station

- The Transfer Station operated in the usual manner.
- Green Up Day bags was held on Saturday, May 7, 2022.
- A cost proposal was provided by Safety Kleen to remove, clean, and dispose of the contaminated oil stored in the 250-gallon aboveground storage tank.
- The Town is evaluating the use of clothing recycling bins by Helpsy.
- New 2022-2023 car stickers were ordered and delivered for purchase starting June 15, 2022.
- New Transfer Station fees are currently being evaluated by the Town Manager and Finance Director.

Miscellaneous Public Works Dept Activities

The Director:

1. Responded to resident's concerns regarding road access permits, grading needs, culvert issues, driveway access permits, weather issues, maintenance, trees, and drainage in addition to many other items.
2. Worked with Town Manger to address union issues.
3. Inspected various roads and culverts with the Foreman to determine areas of repair work.
4. Work with Town Manager to evaluate Moore Bridge creosote issues.
5. Evaluated training programs for staff.
6. Reviewed applications for equipment operators.

Projects:

1. Tigertown and VT Rte 132 Box Culvert Projects

Project submittals are being evaluated by TRORC and engineer. Work is anticipated to begin in August 2022.

2. Bridge Inventory and Priority Repair Program RFP

The Bridge Inventory and Priority Repair Report is in draft form and will be finalized once the DPW Director meets with Stantec to review the report.

3. Moore Bridge #12

The bridge was constructed in 1989 and had the latest VTrans inspection in 2020. The bridge was constructed by Daniels Construction. The wood deck vertical tilted members were soaked in creosote prior to being attached and tensioned. We are not sure if the upper wood deck just below the paving was dipped in creosote or not. Based on information from the former long-term foreman, during the bridge tensioning in 1989, there was a significant amount of creosote released into the underlying waters. Creosote is continuing to be slowly released into the waters and can be found on the bridge concrete supports. We are having the creosote tested by an environmental services company and Clean Harbors is providing a quote to remove the plastic tarp that was installed a year or so ago, as the tarp has fallen and is dangling in the waters. Per direction from the Vermont DEC spills program, we are required to mitigate the release of creosote by addressing the issue with a temporary solution until a more permanent solution can be found.

Currently we have a proposed engineering solution from Stantec Engineers utilizing a galvalume metal collection system that would be attached to the underlying bridge deck to collect any dripping creosote. Although a proposal has been released for bids, I do not believe this to be an adequate long-term solution as the significant maintenance and long-term viability of the structure is in question.

Options discussed with Miller Construction include the following:

- A. Costs for a full bridge deck replacement. This obviously would be a rough cost at this juncture which would include complete deck replacement with either a concrete or wood replacement deck, including a tear down and disposal of the existing creosote dipped wood deck. This would likely be in the \$750,000 to \$850,000 range. Costs will be more fine-tuned once we receive a rough estimate from Miller Construction. If funds are available and this path is chosen, the work could not likely occur until sometime in 2023 or 2024, depending on permitting, engineering, and construction scheduling.
- B. Another option is to either replace the tarp with a strapping system or perform a test to see if we could utilize a bituthene (rubberized asphalt/polyethylene waterproofing) membrane that could adhere to the underlying creosote-soaked deck with plywood sheeting screwed into the underlying wood deck to try and contain the creosote from migrating into the waters. This of course is not a guarantee that this option would work, and we would need approval from the Vermont DEC to apply this mitigation measure if the test performed well.

Attachments:



Picture of lunchroom in progress.



New lockers at DPW.

FINANCE**MAY****PREPARED BY:** FIELDING ESSENSA – DIRECTOR**DATE:** JUNE 2, 2022

May was a productive month for the Finance Department, with a full staff and few distractions we were able to make great headway in preparation for the close of the fiscal year. Journal entries, reporting, and other preparations were in full swing, and we feel confident heading into the new fiscal year.

Performance to budget is strong, with the Town trending towards an overall spend rate at slightly below budget. As has been the trend for this fiscal year, payroll expenses have been consistently under budget, due to the changeover in staff and the continual search employees in a tight labor market. Operational expenses are more on track, with lower staff levels and supply chain issues resulting in a lower overall purchase load, which is then offset by inflationary pressure being felt across pretty much every commodity.

Revenue is trending right on pace, with outstanding delinquent tax balances continuing to fall. We also anticipate slightly higher grant revenue. Covid-19 grant funding has been strong, and we anticipate that funding to help boost our Fire Equipment reserve funds after covering the expenses incurred. Better Back Roads and VTrans TAP funding have been strong as well, allowing us to tackle several highway projects on Tigertown and Beaver Meadow roads.

As we look forward to June we are continuing to focus on the year end process, meeting with individual department heads to ensure we finish strong and capture all necessary expenses without over-extending. We also anticipate an increased focus on tax bill preparation to ensure a smooth and efficient tax season later this summer.

NORWICH FIRE DEPARTMENT MAY SB REPORT



PREPARED BY: CHIEF ALEX NORTHERN

DATE: 6/1/22

The department had its' first wilderness response of the summer season recently. For my monthly report, I would like to share some tips regarding wilderness hiking safety. Norwich is blessed with many miles of trails. With many new folks in town, who may be from away and not familiar with the joys and perils of the woods, I feel the need to share some safety tips for those day hikers who may be unprepared for our out-back. Below are five points that should be adhered to when in the wilderness.¹

Inform Someone of Your Whereabouts: Ahead of your hike, let a family member or friend know your trip itinerary. You can also use satellite messengers or a GPS to ping your location at check-ins. Mark your progress in logbooks in case a search and rescue is necessary; if you sign with a trail name instead of your formal name, make sure your trusted family member/friend knows that information too. The trail community can be supportive, but stranger danger is a real concern. If you ever feel unsafe around someone, listen to your intuition and move on. Let others know.

Anticipate Weather Emergencies: Failing to check the weather is a common, and dangerous, hiker mistake. When hikers don't check the weather forecast and the trail conditions, then they're unlikely to have adequate gear or a contingency plan in case weather rolls in. Here are some seasonal conditions to anticipate and how to prepare:

- **Precipitation.** Rain may be common through spring and summer; check the forecast and pack rain gear and waterproof boots. Having dry socks on hand is crucial in all seasons, when sweat, mud, and rain may promote blistering. Take off and dry out your wet clothes when you can to prevent chafing and

¹ Green Mountain Club; August 26, 2021 by Angie Hilsman

hypothermia. (Pro tip: a lunchtime siesta is the perfect time to take off your boots and dry out your wet socks and layers in the sun.)

- **Sun exposure.** Too much sun can cause emergencies as well. Prevent snow blindness with proper eye protection. In summer, protect yourself from sun sickness with proper layers, breaks in the shade, adequate hydration, and sunblock.
- **Daylight hours.** Daylight savings throws everyone off, but when you're having a good time on the trail, it's also easy to just lose track of your daylight hours. Pack a headlamp or flashlight; an emergency blanket or tent is helpful if you get caught out in the dark. Know ahead of time when the sun sets and add a buffer for the daylight available below the canopy.
- **Water sources.** Be aware that through summer and drought periods, some water sources may be dry. Pack adequate water (and drink it!) to avoid dehydration and help your body recover. And of course, it's always best to filter water to avoid giardia and other illnesses.
- **Navigation.** Weather can disrupt effective navigation. Fog and rain can hinder your vision. Bring a map and compass and know how to use them. Store them in a dry bag or Ziploc. Always let someone know your plans of travel and write in logbooks to mark where you've been (like breadcrumbs) in case a search and rescue is necessary. Avoid summits during thunderstorms and severe weather. Use bad-weather bypasses when necessary. And know when to turn around; the trail will be there another day.

Have an Appropriate First-Aid Kit: Proper first aid kits can be tricky. They add weight to your pack, but if faced with any emergencies, you'll be glad you packed the right gear. Our rule of thumb is to pack items that have multiple uses. Use tweezers to remove ticks or clean out a wound. Athletic tape can become blister prevention or stabilize an ankle.

When packing your first aid, it's important to consider the group size, the length of trip, the activity, risk factors, and any special needs. Keep an index card or medical ID tag outlining your name/age/emergency contact and any pertinent medical information (such as underlying health conditions, medications, and allergies) in case someone needs to assist you; in a group setting, the trip leader should be aware of others' health conditions. Additionally, it's important to note that you never want to administer treatment if you haven't had proper training.

Filter Water from Backcountry Sources: Always treat your water in the backcountry—it's your best bet against gastrointestinal illness. And with the various technologies, there's no excuse not to find one that works for you. Learn about boiling water, water filtration, chemical treatments, and UV purifiers.

Respect Wildlife: While bears and moose may hog your attention, bear attacks are very rare and moose sightings even rarer. Read: *What to do if a bear attacks and how to prevent interactions*. The real buggers to look for are the ones you can hardly see. Ticks now thrive in all seasons; wear bug spray, tuck your pants into your socks, and bring tweezers for insect-removal. Never try to suffocate or burn a tick off you; this can cause them to regurgitate harmful bacteria – like the one that causes Lyme Disease – into your body. When you leave the woods, do a tick check and take a hot shower to spot and remove these arachnids.

Additionally, know when mosquitos, black flies, and Hymenoptera (wasps, hornets, bees, and ants) are active. If you have seasonal allergies, carry antihistamines or an EpiPen to prevent emergencies. Most wildlife is active during the warming months, early spring to late fall. Poison ivy and poison sumac are both present in Vermont. Know how to identify, avoid, and treat potential reactions.

Know that 9-1-1 isn't always an option for emergencies in the backcountry. Providing help can be time- and resource-consuming and puts others at risk. Know how to get yourself out of the woods safely, and when to turn around. Never push yourself or others into a hazardous situation. The trail will be there tomorrow, so prioritize your safety so you can later enjoy it.

FIRE CALLS	13
EMS CALLS	14
FIRE MUTUAL AID	4

RECREATION DEPARTMENT

APRIL 2022

PREPARED BY: BRIE SWENSON, RECREATION DIRECTOR

DATE: MAY 9, 2022

Huntley Meadows had seen an increase in the amount of sinkholes and bank erosion this season. Fortunately, the Conservation Commission was already working with the White River Conservation group to replant the riparian buffer with native trees and shrubs. This was accomplished with volunteers from the Conservation Commission and Norwich Recreation, as well as professional arbor installation from Redstart Forestry. The area will continue to be fenced all for the time being. We have closed one trail, and our baseball parents rototilled/raked and tamped a new pathway.

Huntley's tennis courts are more damaged than before. Last fall, tape was laid down without permission, damaging courts 2 & 3. The paint peeled up when Adam tried to remove it. Court 1 was already peeling and had several "dead" areas. All four back courts are peeling up in large sheets. We had two arbor companies come down last fall to evaluate the overstory from the pines, and they both agreed that the pines need to either be topped, thinned or completely taken down. This will need to be planned carefully, due to the proximity of our very active baseball outfield. I have contacted both of our tennis surfacing companies and neither has openings now, but we are on their radar for an evaluation when they are in our area again. River Valley Club is helping with finding new contractors, since they would like to host camps and clinics again this year.

Summer camp registrations opened with a 30% increase in fees. We opened 8 camps on 4/23.

Youth Advisory Council (6th grade) hosted their first event at the bread oven. They sold 45 pizzas with donations from Ramuntos, Cabot Creamery and King Arthur Baking.

Foraging Forays had 10 residents join on April 23rd at Parcel 5. Participants ranged from 6 years old to 47. We identified ramps, dandelion, chaga and strawberry.

Safe Zone Facilitators joined with Massachusetts and Maine to form our Northeast coalition. Each is putting Safe Zone into the hands of our administrators, who will form state-level DEI committees that will look beyond race to delve into the ways are states are already diverse.

Blueprint Vermont hosted a call with Norwich Recreation (as a town-level administrator) and Vermont Parks and Recreation (as a state-level administrator). We discussed ways that recreation and healthcare benefit each other, and how our existing programs could be marketed to promote health to a wider, multigenerational community.

Intermunicipal Regional Energy Coordinator Progress Report
Town of Norwich
May 2022

- *Electric mower demonstration:* Organized an electric mower demonstration on May 25 for the Towns of Norwich and Woodstock. See **Attachment 1** for pictures. Representatives from Gravely, Greenworks, and Mean Green Mowers brought their equipment for the demonstration and answered questions. Members of the Norwich Public Works Department came to test the mowers, as well as electric tools such as a leaf blower, a string trimmer, and a chainsaw. Mean Green lent Norwich one of their mowers to test out in their operations over the past week.
- *Tracy Hall energy analysis:* Continued working with the Town Manager to assess the town's options for moving off of fossil fuel at Tracy Hall, and completed a site visit on May 20.
- *IREC Steering Committee:* Organized and hosted a meeting on May 26 among the IREC Steering Committee and energy committees from IREC towns to finalize the regional climate action plan. See **Attachment 2** for pictures. At the meeting, the town committees selected two community-level actions from a list of 18 that they will collaborate on over the coming year.

Attachment 1 – Electric Mower Demonstration



Attachment 2 – IREC Climate Action Plan Meeting



About 20 residents from 6 of the 7 IREC towns attended the IREC Climate Action Plan meeting.



Each energy committee ranked actions on an impact/effort matrix.



Attendees voted for their top actions, thinking about the actions in terms of the following criteria: equity, feasibility, impact on emissions, and enthusiasm to work on the action. Two actions (developing green guidelines for residents/businesses and increasing compliance with the state’s Residential Building Energy Code) rose to the top.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), made as of the ____ day of _____, 2022, by and between the **Town of Norwich**, a municipality located in the County of Windsor and State of Vermont (hereinafter referred to as the “TOWN”) and the **Norwich School District** (hereinafter referred to as the “DISTRICT”), a member district in School Administrative Unit (SAU) 70, an interstate school district comprising the towns of Hanover, New Hampshire, and Norwich, Vermont (hereinafter referred to individually, a “PARTY” and, collectively, as the “PARTIES”).

WITNESSETH:

WHEREAS, by Warranty Deed of Archibald M. Peisch and Josephine L. Peisch, husband and wife, dated March 27, 1974, and recorded in Book 49, Pages 27—29 of the Town of Norwich Land Records, the TOWN owns a +/- 35—acre parcel of land, known as the Milton Frye Nature Area (the “MFNA”) (a/k/a the “Norwich Nature Area” or “Protected Property”), that is located southerly of the DISTRICT’S property on which it operates the Marion Cross Elementary School; and

WHEREAS, by Warranty Deed of the Norwich Town School District, dated May 5, 1977, and recorded in Book 55, Pages 302—304 of the Town of Norwich Land Records, the District conveyed three parcels of land to the Town, including the Huntley Meadow, pursuant to voter authorization and conditions established in the Warranty Deed which provide as follows: “To determine whether the Norwich Town School District shall convey the Huntley Meadow property to the Town of Norwich, Vermont with the express understanding that, in the event of future additional space needs, a portion of the Peisch property would be made available for such use”; and —

WHEREAS, the MFNA is subject to a Grant of Development Rights and Conservation Restrictions, dated February 28, 2002, and recorded in Book 145, at Pages 367—378, of the Norwich Land Records (the “Conservation Easement”), held by the Upper Valley Land Trust (“UVLT”), and a Management Plan entitled “MANAGEMENT PLAN FOR THE TOWN—OWNED LAND (“PROTECTED PROPERTY”), Milton Frye Nature Area, Norwich, Vermont (Updated April 2017), recorded in Book 227, at Pages 758—765, of the Norwich Land Records; and

WHEREAS, the Conservation Easement authorizes use of the MFNA for educational purposes and the Management Plan specifically contemplates the potential use of portions of MFNA as “outdoor classrooms” for the benefit of students at the Marion Cross School (“MCS”); and

WHEREAS, the Conservation Easement grants to the TOWN the right to issue licenses authorizing the non—commercial use of the MFNA for recreational and educational purposes; and

WHEREAS, the Management Plan gives the TOWN responsibility to maintain the existing trail system in the MFNA and further provides that all trail building, clearing of trees for outdoor classrooms or appurtenances, including but not limited to fire pits, play structures or other equipment, will be entirely under the direction of the TOWN, in consultation with UVLT; and

WHEREAS, the TOWN and the DISTRICT have, historically, executed memoranda of understanding to facilitate an exchange of access rights, whereby the DISTRICT has allowed the Norwich Recreation Department to access certain DISTRICT—owned property, for a fee, and has provided the Recreation Department with certain ancillary services, in exchange for the TOWN allowing the DISTRICT access to and use of the MFNA for educational purposes; and

WHEREAS, the Covid—19 pandemic has resulted in the DISTRICT's increased use of the MFNA and existing outdoor “classroom” spaces and the related need for walkways/trails that are accessible to all students, including students with disabilities; and

WHEREAS, the TOWN's Recreation Department continues to desire access to and the use of DISTRICT—owned property, both indoor and outdoor, together with certain additional services; and

WHEREAS, the TOWN and the DISTRICT each have the authority to grant to the other the access, rights and permissions provided by this Agreement; and

WHEREAS, the TOWN and the DISTRICT each desire to enter upon and use the Property of the other, subject to this Agreement, for a term of not less than ten years; and

WHEREAS, the TOWN is willing to grant permission to the DISTRICT, its employees, students, teachers, volunteers, agents or contractors, to enter onto the MFNA for public educational purposes, as described above; and

WHEREAS, the DISTRICT is willing to grant permission to the TOWN, acting through its elected and appointed officials, employees, agents, board and commission members, and members of the public participating in or acting in furtherance of TOWN Recreation Department's programing, to enter onto property of the DISTRICT, as identified below, and to provide certain additional services to the TOWN in connection with its use of DISTRICT property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

A. DISTRICT'S USE OF MFNA

1. TOWN grants to DISTRICT, and DISTRICT accepts from TOWN, a right of entry and license to enter upon and use the MFNA for educational purposes, including but not limited to outdoor classroom spaces, outdoor nature walks on existing trails and roads, dispersed recreational activities, wildlife watching and viewing, removal of dead vegetation and related educational uses and other purposes not inconsistent with the Conservation Easement and Management Plan (collectively, the "Permitted Activities").
2. In connection with and covered by the Permitted Activities, the DISTRICT shall have the right, at its sole cost and expense, to install and maintain a walkway or trail on the MFNA property, meeting all current, applicable minimum standards/guidelines for accessible design of outdoor recreational trails and/or other applicable provisions of State and federal law and/or regulations related to accessibility for persons with disabilities, to access the outdoor classrooms. The PARTIES agree that it shall be the DISTRICT'S exclusive obligation to ensure the proposed walkway/trail's compliance with all applicable standards/guidelines for accessible design of outdoor recreation trails and/or other applicable provisions of State and federal law and/or regulations related to accessibility for persons with disabilities for as long as the walkway/trail is used for educational purposes or provides access to outdoor classrooms. For the avoidance of doubt, all liability related to installation, maintenance (or lack thereof), user safety and (in)accessibility of the walkway or trail, and related areas including outdoor classrooms, shall reside solely and exclusively with the DISTRICT, and not the TOWN. For its part, the TOWN understands and acknowledges that it assumes all responsibility for the appropriate and proper maintenance of the MFNA, as set forth in the Management Plan, which is incorporated herein by reference. Specifically excluding the walkway/trail and related areas including outdoor classrooms referenced above.
3. Said walkway/ trail and existing outdoor classrooms shall be depicted on a plan prepared by a Vermont licensed engineer or other qualified individual and said plan shall be recorded in the Town of Norwich Land Records. Prior to submitting a permit application to construct the walkway/trail, the DISTRICT shall submit a copy of the plans for the walkway/trail to the TOWN which, in consultation with UVLT, may provide any comments or requested modifications that they may have on any aspect of the

walkway/trail proposal. Such comments or requested modifications, whether or not adopted or implemented, shall not relieve the DISTRICT of its compliance obligation under the foregoing Paragraph and any liability for non—compliance shall rest solely with the DISTRICT. The Town and UVLT shall sign any proper zoning/land use permit applications as the landowner and the holder of the development rights and conservation restrictions, respectively, on the MFNA, with such signatures not to be unreasonably withheld. No new outdoor classrooms shall be established without prior approval of the TOWN and UVLT.

4. DISTRICT'S entry rights are specifically limited to the Permitted Activities and shall not include any other activities unless specifically authorized by the parties. DISTRICT shall be responsible for any and all costs related to the Permitted Activities, including permitting costs and costs related to the installation, operation and removal of materials and equipment necessary for the Permitted Activities.
5. DISTRICT agrees to comply with all local, state and federal laws, rules and ordinances, including environmental laws and zoning codes, applicable to the Permitted Activities. DISTRICT further agrees to exercise due care in the performance of all Permitted Activities as part of its use of the MFNA, and not to unreasonably interfere with the TOWN'S own use thereof (or that of the general public). DISTRICT shall be responsible for proper collection and disposal of any and all trash or refuse that is generated on the MFNA as a result of its exercise of its rights hereunder. In the event DISTRICT desires to use the Property for activities other than Permitted Activities described in Section 1, above (including outdoor fires), DISTRICT shall contact the TOWN as soon as reasonably practicable to make prior arrangements for its alternative use of the MFNA, which use may be permitted at the discretion of the TOWN.
6. The TOWN will ensure that the DISTRICT, its employees, students, teachers, agents or invitees, have access to use the MFNA for Permitted Activities during the DISTRICT'S school calendar year between the hours of 8:00 a.m. and 3:00 p.m., except in the event of an emergency.

B. TOWN'S USE OF DISTRICT PROPERTY

7. During those times between the hours of 8:00 a.m. and 9:00 p.m. on weekdays, and 8:00 a.m. and 5:00 p.m. on weekends, when the DISTRICT's property is not being used by the District, the DISTRICT grants to the TOWN, and the TOWN accepts from the DISTRICT, a right of entry and license for the Norwich Recreation Department, its employees, agents and invitees, to enter upon the following DISTRICT property at MCS, for the

approximate time periods listed, in connection with the Department's recreational programming, which shall constitute a Permitted Activity on DISTRICT property:

- Gymnasium (1,200 hours)
 - Multi—Purpose Room (500 hours)
 - Room 145 – Art Room (as needed)
 - Classroom Space – as determined by the Recreation Director and MCS Principal (500 hours)
 - Classroom Space – summer day camp locations as determined by the Recreation Director and MCS Principal (as needed)
 - Field space – as needed for sports programs and other special events (150 hours)
 - Field space for the TOWN to prepare, build and maintain a seasonal ice—skating surface “rink” for recreational use. The TOWN shall be solely responsible for the seasonal maintenance of such rink, including any remedial work necessary in the spring. Further, said rink and its related activities is specifically included in the indemnification provision in Paragraph 19 of this Agreement.
 - Other locations upon request, with advance notice
8. The TOWN, through the Norwich Recreation Department, shall provide the DISTRICT with written notice regarding the MCS property that the Recreation Department requires access to for recreation programming 30 days prior to the start of each season. At the earliest time possible, the TOWN shall notify the DISTRICT regarding any changes to the schedule.

Approximate dates for requests to be submitted:

Summer Season: May 1st
 Fall Season: August 15th
 Winter Season: October 15th
 “Mud” Season: February 1st
 Spring Season: March 30th

9. On days when school is cancelled the Superintendent of SAU 70, or a designee, shall notify the Norwich Recreation Department via phone or email regarding whether the MCS property is available for Recreation Department use. Failure to provide such notice shall be presumed to mean that the MCS property is available for recreational programming.

10. In addition to the access rights set forth above, the DISTRICT shall provide the TOWN with the following services in connection with the TOWN'S use of the MCS property:
 - Full custodial services during the DISTRICT calendar school year. Such services shall include, but are not limited to, cleaning, vacuuming, mopping, gym floor maintenance, and trash removal. The DISTRICT shall purchase all custodial supplies and equipment for this service.
 - Limited custodial services during the DISTRICT calendar school breaks. Such limited services include public bathroom cleaning and trash removal only.
 - The Norwich Recreation Department will incur the cost of any damage to the school property and shall leave DISTRICT property in the same condition that it was found, reasonable wear and tear excepted. The DISTRICT shall provide the TOWN with supplies, equipment, and training so that the Norwich Recreation Department may maintain and leave DISTRICT property in the same condition it was found.

11. Recognizing the added costs to the DISTRICT, including custodial, maintenance, security services incurred a result of the extensive access provided to the TOWN under this License Agreement, the Town agrees to pay the DISTRICT an annual payment of \$15,730 for each of the first five (5) years of the Agreement. Thereafter, the DISTRICT and the TOWN shall mutually agree upon the amount of the annual payment for the succeeding five years using the same cost methodology used to determine the payment for the initial period. The DISTRICT and the TOWN shall follow this same process and cost methodology for any renewal terms under paragraph #12. Said payment shall be made on or before December 1 of each year.

C. General Provisions

12. This Agreement shall have a term of ten years from the date hereof. The term of this Agreement shall be automatically renewable for two consecutive five—year renewal terms unless either PARTY provides written notice to the other of termination at least ninety (90) days prior to the end of any term. The PARTIES shall annually review the Agreement to evaluate its terms and conditions.

13. Unless otherwise agreed in writing, in the event this Agreement expires or is terminated, each PARTY shall promptly remove any and all structures, materials, and equipment from the Property of the other PARTY and shall restore any damage caused by its activities to the property of the other, reasonable wear and tear and inclement weather—related delays excepted.

14. All notices required under this Agreement shall be provided in writing, via certified mail, to the following addresses:

If to the TOWN:

Norwich Town Manager
Town of Norwich
Tracy Hall
300 Main Street
P.O. Box 376
Norwich, VT 05055

If to the DISTRICT:

Principal
Marion Cross School
22 Church Street
Norwich, VT 05055
with a copy to

Superintendent
SAU 70
41 Lebanon Street, Suite 2
Hanover, NH 03755

15. Each PARTY shall, at its own cost, procure and maintain property/casualty insurance coverage on all of its personal property located on the real property of the other PARTY in an amount equal to the full replacement cost thereof, and general liability insurance, including coverage for bodily injury, property damage, personal injury, products and completed operations, and contractual liability with the following minimum limits of liability: Two Million Dollars (\$2,000,000) per each occurrence for bodily injury (including death), property damage and personal injury and Four Million Dollars (\$4,000,000) aggregate for bodily injury (including death) and property damage of products and completed operations, all as applicable. These limits may be provided in any combination of primary and umbrella/excess insurance. All such insurance shall be procured from a financially responsible insurance company or companies authorized to do business in the State of Vermont.
16. Each PARTY agrees that its Permitted Activities shall not cause unreasonable interference to the use or quiet enjoyment of the property of the other PARTY. Each PARTY covenants and warrants to the other that it has inspected the involved property, determined it is fit for the Permitted Activities and accepts the property "as is, where is" with all faults. Neither PARTY shall be responsible to the other for any loss, damage, injury or other claim or expense that may occur to any property of the other or to any officer, official, employee, student, teacher, agent, volunteer, invitee or guest of the other by reason of any accident, fire or any other cause whatsoever, including but not limited to the property owner's own negligence except as set forth below. Each PARTY acknowledges that as a condition precedent to this Agreement that it shall have no cause of action against the other PARTY for damage, injury or loss to person or property, from any cause whatsoever,

except that which may result from the property owner's own gross negligence or willful damage, injury or loss.

17. To the extent permitted by law, the DISTRICT shall indemnify, defend and hold the TOWN harmless from and against all losses, damages, expenses (including reasonable attorney fees), judgments, settlements or claims for bodily injury, personal injury (including death), or property damage arising from or related to the installation, maintenance (or lack thereof), user safety and (in)accessibility of the walkway/trail that is the subject of this Agreement. Without limitation, this "indemnification" provision shall cover any instance in which a person having the legal right to access public educational facilities and services claims, individually or through their legal representative, that they were unable to do so because of the design, construction or maintenance of the walkway/trail contemplated herein.
18. To the extent permitted by law, the TOWN shall indemnify, defend and hold the DISTRICT harmless from and against all losses, damages, expenses (including reasonable attorney fees), judgments, settlements or claims for bodily injury, personal injury (including death), or property damage arising from or related to the TOWN'S entry and use of DISTRICT property by its agents, employees, and invitees pursuant to Paragraphs #7 through # 10 of this Agreement. Without limitation, this "indemnification" provision shall cover any instance in which a person enters the DISTRICT'S property for the purpose of observing or participating in a TOWN sponsored activity on DISTRICT property.
19. If either PARTY should default or fail to perform any material covenant or obligation arising hereunder, and should such default or failure continue for thirty (30) days after the receipt of written notice from the other PARTY, then the non—defaulting/non—failing PARTY may, at its sole discretion and upon prior written notice to the defaulting/failing PARTY, immediately terminate all of rights and privileges granted herein, and thereafter, this Agreement and the license granted hereunder shall be of no further force or effect. Notwithstanding the foregoing, the above—referenced 30—day period shall be subject to extension to the extent the failure is not reasonably susceptible of being cured within 30—days, so long as the defaulting/failing PARTY has commenced, and is diligently proceeding with, the cure.
20. Neither PARTY shall assign this Agreement or its rights hereunder, except to a successor entity as stated herein, without the advanced written consent of the other PARTY, which may be given, withheld or denied at the non—requesting PARTY'S sole and complete discretion. In the event of a merger or similar consolidation involving a PARTY, this Agreement may be assigned to a PARTY'S successor entity.

21. It is hereby declared by and between the PARTIES that it is not the intention of either PARTY to create between them the relationship of landlord and tenant. Rather, this Agreement is intended solely to create a right during the term hereof on the part of one PARTY, personal to that PARTY, to conduct Permitted Activities on the Property of the other PARTY in the manner described herein.
22. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the PARTIES hereto or constitute or be deemed to constitute any Party as the agent or employee of the other PARTY for any purpose whatsoever, and neither PARTY shall have authority or power to bind the other PARTY or to contract in the name of, or create a liability against, the other PARTY in any way or for any purpose.
23. Neither PARTY shall be responsible for lost profits or other consequential damages that may arise out of a breach of this Agreement.
24. This Agreement constitutes the entire understanding between the PARTIES with respect to the activities contemplated by this Agreement. All prior agreements or understandings, but specifically excluding the DISTRICT'S right to request additional space on a portion of the Peisch property to meet its needs, as referenced in the May 5, 1977 Huntley Meadows Warranty Deed, whether oral or written, are superseded. This Agreement may be amended only by a written document executed by the PARTIES. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one in the same instrument. By their execution hereof, the PARTIES waive the benefit of any rule that this Agreement is to be construed against one PARTY or the other.
25. This Agreement shall be governed by the laws of the State of Vermont, without regard to conflict of law principles. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through direct negotiation, the PARTIES agree first to try in good faith to settle their dispute by mediation within 90 days, administered under 12 V.S.A., Chapter 194, and applicable Vermont court rules, before resorting to litigation. The PARTIES shall share equally in the costs of mediation. If the parties cannot agree on a mediator, then a mediator shall be chosen, through a process by which each PARTY designates a third—party representative who together shall select a third—party mediator.
26. The provisions of this Agreement are severable. If any provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be severed, and the remainder of the

Agreement shall continue in full force and effect. Thereafter, the PARTIES shall work in good faith to reform this Agreement to give effect to the original intent of the PARTIES as closely as possible.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and affixed their respective seals on the date written below.

Date: _____

TOWN OF NORWICH

By: _____
Duly Authorized Agent

Date: _____

NORWICH SCHOOL DISTRICT

By: _____
Duly Authorized Agent

The UPPER VALLEY LAND TRUST (UVLT) executes this License Agreement merely to evidence its consent hereto. UVLT shall have no other obligations with respect to the Agreement or enforcement thereof and nothing in the Agreement shall alter the Town's obligations under the Conservation Easement and Management Plan, except as expressly provided herein.

Date: _____

UPPER VALLEY LAND TRUST

By: _____
Duly Authorized Agent

Town of Norwich
P.O. Box 376
Norwich VT 05055-0376
(802) 649-1419 Ext. 101 or 102

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

Name: **Georgios Katsaros**

Address: **32 Melview Rdg, Norwich, VT 05055**

Day phone: **917-587-2415**

Evening phone: **917-587-2415**

E-mail: **gkatsaros@gmail.com**

Position Applied For: **Norwich representative on the Advance Transit Board**

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

Terms: **N/A**

Years: **N/A**

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:

To the extent meetings are scheduled a few weeks in advance, no restrictions.

Currently full-time employed, with some travel and other related obligations.

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

Life-long appreciation for the benefits and challenges of mass transit, as a daily commuter in New York City for 15+ years, Chicago (2 years) and Athens, Greece, while growing up.

Career in finance (17 yrs.) and technology (9 yrs.), disciplines with impact on most organizations. Recent move to Norwich (2020) creates an opportunity for a fresh perspective, where needed.

Aptitude for collaborative work, goal-oriented, and a life-long learner.

4. Please include 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:

This would be my first community service position.

5. Education and Current Employment

Name of Company: DBRS Morningstar

Location: New York

Title: Senior Vice President, CBMS

Describe your work:

Responsible for the credit ratings methodology and analytics for commercial real estate mortgage backed securities. Managing analysts at the Assistant Vice President and VP level.

Preparing material and presenting within the company, to pertinent transaction and criteria committees, as well as to external parties, such as securities issuers, investors, regulators and other market participants.

6. Pertinent Education and/or Experience:

Cornell University, Certificate in Commercial Real Estate

New York University, Certificate in Structured Finance

Rutgers University, Master of Arts, Economics

Rutgers University, Master of Science, Computer Science

University of Patras, Greece, Bachelor of Science and Engineering

7. Do you feel there could be *any conflict of interest* with your personal beliefs, occupation or employer in serving on this board, commission or committee? (Yes No). If yes, please explain:

Comments:

As an Advance Transit Board member representing Norwich, I would seek to understand the requirements of the position, any challenges to be met, the perspectives of Norwich residents and commuters, the executive director and the Board, and seek to contribute to the best of my abilities towards a successful outcome for all stakeholders.

I appreciate the Selectboard's consideration of my application.

Signature



Date

5/7/2022

Town of Norwich
P.O. Box 376
Norwich VT 05055-0376
(802) 649-1419 Ext. 101 or 102

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

Name: Andrew Torkelson

Address: 148 Maple Hill Rd.
Norwich, VT 05055

Day phone: 802-299-5792 (c) Evening phone: 649-1787

E-mail: andrew.torkelson@gmail.com

Position Applied For: Conservation Commission

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

Terms:

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:
Monday, Wednesday, Friday - anytime.
Tuesday, Thursday - evening only.

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

I have a long standing interest in the environment and conservation and its impact on health.

- 4. Please include 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:

none

5. Education and Current Employment

Name of Company: new London Hosp Location: new London, hit
Title: cardiologist
Describe your work:
patient care

6. Pertinent Education and/or Experience:

Colgate Univ. - chemistry major
biology minor
Univ. of Rochester - medical school

7. Do you feel there could be any conflict of interest with your personal beliefs, occupation or employer in serving on this board, commission or committee? (Yes No) If yes, please explain:

Comments:

Signature  Date 4.3.2022

TO: Selectboard
FROM: Rod Francis, Town Manager
RE: Setting Transfer Station Schedule of Fees
DATE: June 1, 2022

Background

The town operated Transfer Station on New Boston Rd provides waste disposal services to town residents and non-residents. The range of items handled is extensive and the current fee schedule is complex and inconsistent. The Transfer Station crew has been requesting revisions for some years. An added impetus for reviewing the pricing structure and range of materials received is the expected increase in haulage costs (the Casella Agreement) and the expense and difficulty of handling some hazardous materials.

In addition to the Transfer Station Norwich residents have access to the Lebanon Landfill and Recycling Facility or may contract with a private trash hauler. The Grand List contains approximately 1,500 residential properties, but we currently sell approximately 990 Transfer Station stickers. Given that some households choose to purchase more than one sticker, it is likely that approximately 600 households are not regular users of the Transfer Station.

Historically, the town has subsidized the operation of the Transfer Station through the general fund. Most of this subsidy is directed to the cost of hauling recycling. In the past the recycling market provided more revenue. The cost of operating the facility will continue to rise in response to the agreement with Casella (which is tied to the CPI), and our own staffing and operating expenses (also tied to the CPI). In general, we are confronting cost increases in all areas of our operations due to our expenses being primarily labor costs combined with energy to perform the basic functions of government. In four years, the subsidy to the Transfer Station has increased almost 300 percent (See Transfer Station Returns). This increase has occurred during covid and it is difficult to predict if or when the pattern will change. Here we propose a fee increase to reduce the amount of subsidy (see Transfer Station Revenue). We are asking for policy guidance from the selectboard.

Changes to Collection

The transfer station currently receives used motor oil, but this is no longer viable. The storage container for used motor oil is not secure and used oil contaminated with water is dumped. Consequently, the used oil cannot be re-processed and must be dealt with as hazardous waste at considerable expense and does not achieve any recycling goals. Many local auto parts stores will take clean (non-contaminated) used motor oil for recycling.

Recently we have been working with an organization exploring collecting textiles for recycling. We have been working with Casella to reduce costs by changing the way we collect food scraps from tote bins (picked up twice a week) to a two-yard dumpster (picked up once per week). As we continue to review materials and how they are handled there may be more recommendations to change what we collect and the associated fee schedule.

Recommendation

After analyzing data and discussing the operation with the Transfer Station staff and vendors, we recommend adopting the attached fee schedule (see Transfer Station Fee Schedule) to reduce the amount of general fund subsidy to the operation of the Transfer Station.

Suggested Motion

Move to approve the Norwich Transfer Station Fee Schedule as presented to the selectboard at their meeting of June 8, 2022.

Transfer Station Returns

Fiscal Year	Revenue	Expenses	Variance	Subsidy
19	\$ 147,915	\$ 182,878	\$ 34,963	19.12%
20	\$ 148,796	\$ 202,782	\$ 53,986	26.62%
21	\$ 156,920	\$ 204,483	\$ 47,563	23.26%
22 YTD	\$ 129,643	\$ 197,230	\$ 67,587	34.27%
22 PACE	\$ 148,163	\$ 236,676	\$ 88,513	37.40%
23 PROJECTED	\$ 148,163	\$ 252,201	\$ 104,038	41.25%
23 PROJECTED W/ RATE INCREASE	\$ 226,664	\$ 252,201	\$ 25,537	10.13%

Average Annual Stickers Sold 989

Transfer Station Revenue

REVENUE STREAM	FY 21 BUDGET	FY 21 ACTUAL	FY 22 BUDGET	FY 22 YTD	FY 22 PACE	FY 23 POTENTIAL
TRANSFER STATION STICKERS	\$ 28,000	\$ 29,694	\$ 40,000	\$ 24,744	\$ 28,279	\$ 43,302
RECYCLING FEES	\$ 3,500	\$ 3,212	\$ 3,000	\$ 7,425	\$ 8,486	\$ 4,079
E-WASTE REVENUE	\$ 3,000	\$ 2,900	\$ 2,500	\$ 2,815	\$ 3,217	\$ 3,378
RECYCLING REBATES	\$ 6,500	\$ 6,477	\$ 1,500	\$ 7,674	\$ 8,771	\$ 9,209
C & D WASTE REVENUE	\$ 7,500	\$ 11,021	\$ 8,000	\$ 8,814	\$ 10,073	\$ 19,333
TRASH COUPONS	\$ 100,000	\$ 103,616	\$ 100,000	\$ 78,170	\$ 89,337	\$ 147,363
TOTAL	\$ 148,500	\$ 156,920	\$ 155,000	\$ 129,643	\$ 148,163	\$ 226,664

Norwich Transfer Station Fee Schedule

Revenue Item	Fee Prior to 2020	Fee 2020 - 2022	Proposed Fee	Notes
Car Seats/Boosters	\$5.00	\$5.00	\$7.00	
C&D Revenue				
Mattress, Twin or Full	\$15.00	\$20.00	\$25.00	
Mattress, Queen or King	\$25.00	\$30.00	\$30.00	
Box Spring (Any Size)	\$10.00	\$15.00	\$25.00	
Carpet, Small (mats, throw rugs)	\$5.00	\$5.00	\$7.00	
Carpet, Medium (<10 ft)	\$10.00	\$10.00	\$15.00	
Carpet, Large (>10 ft)	\$15.00	\$20.00	\$22.00	
Furniture (Upholstered - Chairs couches, sofa beds)	\$15.00	\$20.00	\$25.00	
Furniture Wooden, (Dresser, bureau, table)	\$5.00	\$10.00	\$15.00	
Furniture Wooden (Chairs, Benches, etc)	\$5.00	\$5.00	\$10.00	
Per CY	\$25.00	\$30.00	\$45.00	
Pickup (bed 6')	\$100.00	\$100.00	N/A	discontinue CY Price applies
Pickup (bed 8')	\$90.00	\$185.00	N/A	discontinue CY price applies
Toilet and Sinks	\$10.00	\$10.00	\$15.00	
Bathtubs, Fiberglass	\$15.00	\$15.00	\$25.00	
Bathtubs, Porcelain or Cast Iron	\$0.00	\$0.00	\$45.00	
Cement Blocks, Pavers (trash can size)	\$5.00	\$5.00	\$10.00	
Bricks (trash can size)	\$5.00	\$5.00	\$10.00	
Pallets	\$4.00	\$4.00	\$5.00	
Ladders (per ft)	\$1.00	\$1.00	\$2.00	
Windows/Doors	\$10.00	\$10.00	\$15.00	
Siding/Roofing/Shingles (CY)	\$25.00	\$30.00	\$45.00	
Any Wood not exceeding 4 ft in length (CY)	\$10.00	\$10.00	\$45.00	
Railroad Timber, Pressure Treated Lumber (each)	\$10.00	\$10.00	\$30.00	
Recycling Revenue				
Metal	Free	Free	Free	
Glass	Free	Free	Free	
Cardboard	Free	Free	Free	
Zero Sort (cans/aluminum/etc)	Free	Free	Free	
Food Waste	Free	Free	Free	
Batteries	Free	Free	Free	
Light Bulbs	Free	Free	Free	
Ballasts (metal)	Free	Free	Free	
Capacitors (C&D)	\$0.00	\$0.00	\$10.00	
Appliance Household w/o CFC (except below) metal	Free	Free	Free	
Appliance Household with CFC	\$20.00	\$25.00	\$30.00	

All Electronics	\$5.00	\$10.00	\$15.00	
Motor Oil	Free	Free	Free	discontinue, no ability to appropriately handle
Thermostats	Free	Free	Free	
Water and Oil Based Paints	Free	Free	Free	
All Tires 21" or smaller w/o rim (except bicycle)	\$8.00	\$8.00	\$10.00	
All Tires 21" or greater w/o rim (except bicycle)	\$10.00	\$10.00	\$12.00	
Bicycle tire w/o rim	\$5.00	\$5.00	\$6.00	
 Annual Transfer Station Stickers				
Resident 1st Vehicle (Annual)	\$25.00	\$30.00	\$45.00	
Resident 2nd Vehicle (Annual)	\$7.00	\$10.00	\$25.00	
Non-Resident	\$50.00	\$60.00	\$75.00	
 Trash Coupon				
Single Garbage Bag Coupon (30 gallon bag)	\$4.00	\$5.00	\$7.00	
Coupon Book - 10 punchcard for 30 gal. bag	\$35.00	\$45.00	\$65.00	

TO: Selectboard
FROM: Rod Francis, Town Manager
RE: 12-month extension to Casella Agreement with addendum
DATE: June 03, 2022

Background

The current agreement with Casella was originally for four years commencing in 2018. The agreement has provision for being extended two additional for 12-month terms. Town Manager Durfee took the option of extending the agreement to March 30, 2022, and we can extend the agreement for another 12 months.

I appreciate the openness of Jim Toher of Casella to negotiate and seek ways to minimize the inevitable impact of rising costs on the fee structure. The proposed agreement has an addendum changing the method and frequency of food waste disposal.

Recommendation

Staff recommends that the board authorize the Town Manager to sign the agreement extension with the addendum (see attached).

Suggested Motion

That the Selectboard authorize the Town Manager to sign the 12-month extension to the agreement (including the food waste addendum) with Casella expiring March 30, 2023.

Schedule A										
2022 to 2023										
Contractor Fees										
Customer agrees to pay Contractor Fees for the Services as follows:										
<u>Roll-Off Transportation Services:</u>		<u>Haul Charge:</u>								
MSW Transportation Fee				\$186.48/haul						
Zero-Sort® Recycling Transportation Fee				\$233.29/haul						
Heavy Metal Transportation Fee				\$233.29/haul						
OCC				\$233.29/haul						
C&D Haul Fee				\$233.29/haul						
Glass Haul Fee				\$223.29/haul						
Tire Haul Fee				\$233.29/haul						
Food Waste Toter Service				\$19.77/Toter/Service						See Addendum replacing this item
<u>Disposal & Processing Services:</u>										
MSW Disposal Fee				\$131.78/ton						
Zero-Sort® Recycling Processing Fee				\$138.53/ton less Monthly ACR (*see below)						
OCC Processing Fee				\$41.05/ton with a 50% rebate based off New England Midpoint						
C&D Disposal Fee				\$143.85/ton						
Glass Disposal Fee				Per Customer Agreement w/ NRRA for disposal in Lebanon Landfill						
Heavy Metal Rebate to Customer				Market Rates; Provided/Paid Directly by Evergreen Disposal						
Tire Disposal				Provided by Evergreen Disposal**						
<i>**Billed directly by third party vendor to Customer</i>										
<u>Equipment Rental Services***:</u>										
40 Yard Container – MSW				No Charge						
30 Yard Container – Heavy Metal				No Charge						
40 Yard Enclosed Container – E-Waste				No Charge						
40 Yard Container - Zero-Sort® Recycling				No Charge						
40 Yard Container - OCC				No Charge						
*** Pricing is for Equipment that is currently on site, additional equipment will result in an additional charge										
Customer owns three compactors ("Customer Equipment").										
<u>Overflow Container Services:</u>										
2 – 8 Yard Containers for Overflow				\$ 66.48/per lift						
<u>Customer Owned Boxes Transportation Services:</u>										
Adder to Haul Charges for Customer Owned Boxes				\$83.03						
<u>Emergency Service call-in:</u>										
Adder to Haul Charges for each Box				\$117.21						

Addendum to Service Agreement

NOW COME the Town of Norwich with an address of 300 Main Street, Norwich, Vermont, 05055, ("Customer") and Casella Waste Management, Inc., with an address of 1544 Woodstock Road, White River Junction, Vermont, 05777 ("Contractor") (the "Parties") and agree to amend the Service Agreement between the Parties, the term of which commenced on April 1, 2020 (the "Agreement") as follows:

1. The Term of the Agreement shall be extended through March 30, 2023.
2. The Contractor Fees as set forth on Schedule A shall be revised to reflect that Food Waste shall no longer be serviced by toter but shall be serviced by 2 Yard container, the fees for which shall be \$145.31 per lift, and \$70 per ton. This pricing shall take effect upon delivery of the 2 Yard container.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

Agreed to this __ day of June, 2022.

Town of Norwich:

Casella Waste Management, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

1 PAGE EXT.
 ORIGINAL
 APRIL 2021

Service Agreement

This Service Agreement (the "Agreement") is made as of the date shown below between The TOWN OF NORWICH, with an address of 300 Main Street, Norwich, VT 05055, ("Customer") and CASELLA WASTE MANAGEMENT, INC., with an address of, 1544 Woodstock Road, White River Junction, VT 05777 ("Contractor").

Services. The Contractor will provide Customer with collection, transportation, disposal of Waste Materials, and processing of Recyclable Materials, as defined in this Agreement and including Schedule A hereto ("Services"). Contractor shall have the exclusive right to provide such Services for Customer for the Term of this Agreement. Adjustments in Services may be mutually agreed upon by the parties during the Term, provided that Contractor's exclusivity is maintained.

Waste Materials. Waste Materials shall consist of municipal solid waste, including: garbage, refuse, food waste, other discarded material or waste, and including solid materials resulting from the operation of residential, commercial or institutional establishments, and from community activities. Waste Materials specifically exclude, and the Customer agrees not to deposit in Equipment any asbestos, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, or hazardous materials as defined by applicable federal, state, or local laws or regulations ("Excluded Waste"). Contractor shall acquire title to Waste Materials when loaded into Contractor's Equipment, except that title to and liability for Excluded Waste shall remain with the Customer.

Contractor's Equipment. The Equipment furnished by the Contractor shall remain the property of the Contractor. Customer shall be responsible for loss or damage caused by theft or any negligent use or abuse of Equipment. Customer agrees not to overload the Equipment by weight or volume, or to alter the Equipment, and will take reasonable precautions to prevent others from doing so. Customer agrees to use Equipment only for its intended purpose, and to provide unobstructed access to equipment on Contractor service day(s). If Equipment is not accessible, or is continuously overloaded by weight or volume, Contractor, in its discretion, may apply additional charges to Customer's account. Customer is responsible for loss or injury resulting from use and loading of Contractor or Customer Equipment, with the exception of loss or injury to Contractor's employees that is not caused by the negligence or willful misconduct of Customer, its employees, agents or subcontractors. Customer agrees to place Waste Materials and Recyclable Materials in Equipment designated for the same and further described on Schedule A.

Liability/Indemnity. Except as otherwise provided in this Agreement, Contractor agrees to indemnify and hold Customer harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, fines or penalties, damages and liabilities, including attorneys' fees (collectively "Liability"), arising out of claims for personal injury or property damage (real or personal property) caused by the negligence or willful misconduct of Contractor's employees, agents, or subcontractors while performing Services on Customer's premises. Contractor's liability under this section will be reduced proportionally to the extent that any act or omission of Customer, its employees, agents, or subcontractors contributed to such Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

Insurance: Contractor shall, at its own expense, provide and maintain during the term of this Agreement, insurance as described below:

1. Workers Compensation insurance in amounts required by applicable state laws.
2. Comprehensive General Liability (excluding automobiles) covering bodily injury, property damage, products liability, fire legal liability, and professional errors and omissions liability in minimum amounts of \$1,000,000 per occurrence.
3. Automobile Liability covering both bodily injury and property damage with a combined minimum single limit of \$1,000,000.
4. Excess Liability in the minimum amount of \$5,000,000 each occurrence.

Contractor agrees to add Customer as an additional insured to its policies of insurance up to the limits provided. Contractor shall provide Customer with a certificate of coverage upon request.

Term. The Term of this Agreement constitutes the first of the two one year extensions permitted under the original 4-year Service Contract expiring March 30, 2021. This one year extension begins April 1, 2021 and ends March 30, 2022. If the additional year extension is used, its term shall be from April 1, 2022 through March 30, 2023 and must be mutually agreed upon by the parties.

Termination.

For Cause: This Agreement may be terminated by either party in the event that the other party has not performed any covenant or has otherwise breached any term of this Agreement (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.

Appropriation: This Agreement may be terminated by the Customer upon fifteen (15) days advance notice in the event the legislative body of the Customer fails to appropriate funding necessary to make the payments for Services rendered under this Agreement.

In the event that Contractor terminates as specified herein, Customer shall pay Contractor all sums then due and owing and for all Services performed as provided herein.

Fees and Payment. Contractor shall invoice Customer, and Customer agrees to pay the Contractor Fees as specified in Schedule A.

Invoices. All invoices shall be due and payable (30) days from date of the invoice. Interest shall accrue on all past due invoices at the rate of one and one-half percent (1.5%) per month. In the event that collection action is necessary to collect sums due pursuant to this Contract, the Customer shall be responsible for reimbursement of Contractor's costs of collection, including attorneys' fees.

Pavement Damage. Customer is responsible for ensuring Customer's pavement and driving surface can accommodate the Contractor's vehicles and equipment. Contractor shall not be responsible for damage to Customer's pavement or driving surface due to vehicle or Equipment size and weight.

Waiver. Either Party's waiver of a default by the other does not constitute a waiver of future or other defaults.

Standard. The Services shall be provided in a workmanlike and timely manner, and in accordance with industry standard and existing federal, state and local laws, rules, regulations and ordinances applicable to the Services.

CONTRACTOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES ARISING BY USAGE OF TRADE OR COURSE OF DEALINGS.

Independent Contractor. Contractor is an independent contractor, and the parties are not partners or joint venturers. Neither Party may bind the other to any agreement with anyone else.

Assignment. Neither party may assign its rights or delegate or subcontract its duties under this Agreement, in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided that Contractor may assign its rights and delegate its duties to a parent company, affiliate, subsidiary or successor-in-interest without consent of the Customer.

Notices. Unless otherwise set forth herein, all notices, requests and other communications under this Agreement must be in writing, and delivered by e-mail, verified mailing or in hand as follows:

For Customer: Town of Norwich
PO Box 376
Norwich, VT 05055

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

Miscellaneous. This Agreement shall be governed by the laws of the State of Vermont, and any dispute, claim or lawsuit filed by either party relating to this Agreement shall be brought exclusively within the State or Federal Courts located in the State of Vermont. This Agreement shall be binding on the successors and heirs of both parties. The parties agree that facsimile, electronic, and PDF signatures shall be accepted for all purposes as an original.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties on _____, 2021.

**TOWN OF NORWICH
MANAGEMENT, INC.**

CASELLA

WASTE

By: [Signature]

By: _____

Name: HERBERT A. NURFEE, JR.

Name: _____

Title: Town Manager

Title: _____

Schedule A

Contractor Fees

Customer agrees to pay Contractor Fees for the Services as follows:

Roll-Off Transportation Services:

MSW Transportation Fee	\$175.00/haul
Zero-Sort® Recycling Transportation Fee	\$218.93/haul
Heavy Metal Transportation Fee	\$218.93/haul
OCC	\$218.93/haul
C&D Haul Fee	\$218.93/haul
Glass Haul Fee	\$218.93/haul
Tire Haul Fee	\$218.93/haul
Food Waste Toter Service	\$18.55/Toter/Service

Haul Charge:

Disposal & Processing Services:

MSW Disposal Fee	\$123.67/ton
Zero-Sort® Recycling Processing Fee	\$130/ton less Monthly ACR (*see below)
OCC Processing Fee	\$38.52 ton with a 50% rebate based on New England Mid-Point.
C&D Disposal Fee	\$135.00/ton
Glass Disposal Fee	Per Customer Agreement w/ NRRA for disposal in Lebanon Landfill**
Heavy Metal Rebate to Customer	Market Rates; Provided/Paid Directly by Evergreen Disposal
Tire Disposal	Provided by Evergreen Disposal**

Disposal/Processing Charge:

**Billed directly by third party vendor to Customer

Equipment Rental Services***:

40 Yard Container – MSW	No Charge
30 Yard Container – Heavy Metal	No Charge
40 Yard Enclosed Container – E-Waste	No Charge
40 Yard Container - Zero-Sort® Recycling	No Charge
40 Yard Container - OCC	No Charge

*** Pricing is for Equipment that is currently on site, additional equipment will result in an additional charge
Customer owns three compactors ("Customer Equipment").

Overflow Container Services:

2 – 8 Yard Containers for Overflow	\$ 51.99/per lift
------------------------------------	-------------------

Customer Owned Boxes Transportation Services:

Adder to Haul Charges for Customer Owned Boxes	\$77.92
--	---------

Emergency Service call-in:

Adder to Haul Charges for each Box	\$110.00
------------------------------------	----------

Rate Escalator:

Contractor Fees are subject to increase upon written notice at any time due to increase in solid waste collection and/or disposal or recycling processing costs imposed by third parties, or due to the adoption or implementation of any federal, state, or local body or agency of a law, rule, regulation, ordinance or order which results in the levying of a fee, tax or surcharge, or an increase thereto, on or against the operations of Contractor being used in the performance of the Services.

Fees for all Casella Services provided to the Town of Norwich will be adjusted on each annual anniversary date of the Agreement, in accordance with the increase in the cost-of-living as reported by the Consumer Price Index (CPI-U) Urban Consumers for the Northeast Urban community over the previous year, but in no case shall the Fee increase be less than 2.5%.

Recycling Services (ZERO-SORT®):

Recycling Services provided pursuant to this Agreement shall consist of transportation and processing of Acceptable Zero-Sort® Recyclable Materials as defined herein, placed in designated Compactor Equipment, and shall not source separated. The following are Acceptable Zero-Sort® Recyclable Materials: Containers #1 through #7 plastics, glass, tin, aluminum, paper and cardboard. Unacceptable material includes window glass, mirrors, light bulbs, dishes, Pyrex, ceramics, foam packaging Styrofoam, plastic bags, recyclables containing food waste, hazardous material and universal waste.

***Recycling Revenue Share and Pricing ACR Model:**

ACR Formula: Contractor Fees for Recycling Services per ton are calculated using a formula that includes the Average Commodity Revenue (ACR). The ACR is determined by the Contractor on a monthly basis ("Monthly ACR"), taking into account the percentage of Recyclable Materials by commodity and associating revenue for each commodity to create the ACR per ton for Recyclable Materials. Monthly ACR fluctuates based on the market.

Customer Credit: Where the Monthly ACR exceeds the \$130 per ton processing cost, Customer shall receive a credit on account equal to 50% of the following: Monthly ACR less the \$130 per ton processing cost (the cost for Contractor to process Recyclable Materials to a clean product to be sold to the market), per ton.

Customer Billing: Where the Monthly ACR is below the \$130 per ton processing cost, Customer shall not be due a Customer Credit, and shall be billed by the Contractor *dollar for dollar* the net cost per ton for Recyclable Materials, based on Monthly ACR less the \$130 per ton processing fee, per ton.

Standard. The Services shall be provided in a workmanlike and timely manner, and in accordance with industry standard and existing federal, state and local laws, rules, regulations and ordinances applicable to the Services.

CONTRACTOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES ARISING BY USAGE OF TRADE OR COURSE OF DEALINGS.

Independent Contractor. Contractor is an independent contractor, and the parties are not partners or joint venturers. Neither Party may bind the other to any agreement with anyone else.

Assignment. Neither party may assign its rights or delegate or subcontract its duties under this Agreement, in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided that Contractor may assign its rights and delegate its duties to a parent company, affiliate, subsidiary or successor-in-interest without consent of the Customer.

Notices. Unless otherwise set forth herein, all notices, requests and other communications under this Agreement must be in writing, and delivered by e-mail, verified mailing or in hand as follows:

For Customer: Town of Norwich
PO Box 376
Norwich, VT 05055

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

Miscellaneous. This Agreement shall be governed by the laws of the State of Vermont, and any dispute, claim or lawsuit filed by either party relating to this Agreement shall be brought exclusively within the State or Federal Courts located in the State of Vermont. This Agreement shall be binding on the successors and heirs of both parties. The parties agree that facsimile, electronic, and PDF signatures shall be accepted for all purposes as an original.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties on April 14, 2021.

**TOWN OF NORWICH
MANAGEMENT, INC.**

CASELLA

WASTE

By: [Signature]
Name: HEIDI A. DUFFEE, Esq.
Title: Town Manager

By: [Signature]
Name: Jim Toher
Title: G.M.

Physical Plant Needs Assessment Plan Process Discussion

The purpose of this document is to assist the selectboard in framing a comprehensive review of the Town's physical plant focusing on Tracy Hall and Public Works facilities. The review will respond to known issues, current and future needs and feasibility of implementing existing policy commitments (e.g., Article 36 Taskforce).

Task	Outcome	Start	Complete
Develop Approach & Goals	<ul style="list-style-type: none"> Operational Goals & Objectives 	Jun 22	July 13
Approve RFQ/P Documents	<ul style="list-style-type: none"> Existing Conditions Assessment Tracy H HVAC upgrade Tracy H. & DPW Structural Conditions DPW 	July 27	
Review Responses	<ul style="list-style-type: none"> Select consultants 	Aug 24	Aug 24
Receive Final Reports	Examine alternative scenarios for capital improvements (facilitated) <ul style="list-style-type: none"> → Can Tracy Hall be updated to serve <u>future</u> community and worker needs? → Can Tracy Hall be adapted to meet expectations around public access and energy efficiency, OSHA? → How do we meet regulatory standards, structural integrity standards and energy efficiency expectations for DPW? 	Sep 14	Sep 28
Community Design Charrette Tracy H	Engage public users (Boards/Commissions) public visitors (taxpayers), staff in guided process for establishing future scenarios for Tracy H	Oct 12	Oct 26
DPW structural Improvements	Determine workplan to implement selected findings	Oct 12	
Tracy H space improvement Community Outreach	Stakeholder and Expert Outreach	Nov 9	Dec 14
Final Design Scenarios T Hall	Community meeting, virtual tours of inspiring solutions, dedicated webpage as resource for discussions	Jan 11	Mar 6 (ATM info meeting)

Possible Goals and Objectives

These are some suggested goals and objectives to facilitate discussion

- Ensure Tracy Hall is welcoming, easy-to-navigate, and accessible for all who work and use it
- Building Required Repairs: Determine scope of improvements as it relates to resiliency (generators), sustainable stormwater management, deferred maintenance (paint, repointing of brick, windows)
- Public space improvements: Consider how core public services can be improved, including programmatic and meeting spaces as well as adjacent outdoor and exterior spaces
- General changes or refurbishments that would allow a more healthy, sustainable workplace responsive to digital adaptation