



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

Special Session

6:30PM

Wednesday July 6, 2022

-
1. Convene Meeting (6:30PM)
 2. Agenda Review (6:30 – 6:35PM)
 3. Public Participation (6:35 – 6:45PM)
 4. Set Tax Rate for Fiscal Year 2023-24 Total Homestead and Non-Homestead Tax Rates (6:45 – 6:55PM)
 5. Authorize Contract with Clean Harbor for Moore Lane Bridge clean-up (7:00 – 7:10PM)
 6. Authorize purchase of Exmark zero turn lawnmower (7:10 – 7:20PM)
 7. Executive Session: Attorney Client Communication (7:20 – 7:40PM)
 8. Adjournment



State of Vermont
Department of Taxes
133 State Street
Montpelier, VT 05633-1401

Agency of Administration

Notice of Education Tax Rates for FY23

As per 32 V.S.A § 5402(b)(1) the Education Property Tax Rates for your municipality have been calculated and set for FY23.

Town/City: Norwich
2022 Reappraisal (blank unless reappraising):
Common Level of Appraisal (CLA): 84.39%
Calculation Date: 06/28/22

Homestead Education Tax Rate to be Assessed: \$1.9178

Your Homestead Education Tax Rate is calculated from your city/town voter-approved per pupil education spending adjusted by the common level of appraisal (CLA).

Nonhomestead Education Tax Rate to be Assessed: \$1.7372

Nonhomestead property, previously called “non-residential,” is any property which is not homestead property. Your city/town Nonhomestead Education Tax Rate is the statewide rate adjusted by the CLA.

Please refer to [Education Property Tax Rates | Department of Taxes \(vermont.gov\)](#) for a summary table of Education Property Tax Rates for all municipalities and/or to review frequently asked questions about Education Property Taxes.

If you have questions about your Education Tax Rates, please call Property Valuation and Review (PVR) at the Vermont Department of Taxes at (802) 828-5860 or email tax.pvr@vermont.gov.



DRAFT
 FY 2023 Tax Rate Calculation 07/01/2022

Grand List				
4/1/2020 Town Grand List (established 06/30/21)	\$	764,794,365	Comcast	\$ 1,177,179
1%	\$	7,647,944	Town Exemptions	\$ 1,006,700

School (Rates Set by State)			
Homestead Tax Rate			
HGL Education Grand List	\$	4,822,220	\$ 1,9178
State Education Taxes			\$ 9,248,054
Non Residential Tax Rate			
NRGL Education Grand List	\$	2,837,893	\$ 1,7372
State Education Taxes			\$ 4,929,988
Total State Education Taxes			\$ 14,178,042

Local Agreement Taxes:			
Town Exemptions:			
Beaver Meadow Chapel	\$	133,900	
Community Grange	\$	388,500	
Norwich Fire District	\$	40,000	
Root District Game Club	\$	208,700	
			Non-resid.
Subtotal	\$	771,100	\$ 13,395.55
Homestead:			
Veterans	\$	200,000	Homestead
Energy (Metcalf,Lake,Brownell)	\$	35,600	
Subtotal	\$	235,600	\$ 4,518.34
Total	\$	1,006,700	\$ 17,913.89

Total Town Budget w/o Articles	\$	4,958,865	\$	0.5372	\$	0.5113	5.06%
---------------------------------------	----	-----------	----	--------	----	--------	-------

Voted Monetary Articles:							
Climate Emergency Designated Fund	-	-	-	-	-	-	-
Regional Energy Coordinator	-	-	-	-	-	-	-
Advance Transit	13,514	0.0018					
CATV	3,000	0.0004					
Cemetery Commission	20,000	0.0026					
The Family Place	6,000	0.0008					
Good Beginnings	3,000	0.0004					
Green Mountain Economic Development	1,659	0.0002					
Ash Borer Remediation	10,000	0.0013					
Headrest	2,500	0.0003					
Norwich American Legion	1,500	0.0002					
Norwich Child Care Scholarship	4,348	0.0006					
Norwich Historical Society	8,000	0.0010					
Norwich Lion's Fireworks	3,500	0.0005					
Norwich Public Library Operating & Capital	300,000	0.0392					
Public Health Council of the Upper Valley	337	0.0000					
Senior Solutions	1,200	0.0002					
SEVCA	3,750	0.0005					
Special Needs Support Center	2,000	0.0003					
Upper Valley Trails Alliance	2,000	0.0003					
VT/NH Visiting Nurse	18,500	0.0024					
White River Council on Aging	5,300	0.0007					
Windsor County Mentors	1,000	0.0001					
WISE	2,500	0.0003					
Youth-in-Action	3,000	0.0004					
Total Monetary Articles	\$	416,608	\$	0.0545	\$	0.0521	4.56%
Total Town Expenditures	\$	5,375,473					

Offsetting Revenues:			
Property Tax Fees and Interest	50,000		
Current Use Payment (via 6/10/21 Hold Harmless Estimate)	187,863		
Permit and License Fees	10,750		
Intergovernmental Revenues	213,250		
Service Fees	325,750		
Public Safety Revenues	10,625		
Other Town Revenues w/o Interest from Banks	32,000		
Interest Earned from Banks	20,000		
Miscellaneous Revenues	500		
Total Offsetting Revenues	\$	850,738	

Amount to raise from Property Taxes w/o Local Agreement	\$	4,524,735	\$	0.5916	\$	0.5634	5.01%
--	----	-----------	----	--------	----	--------	-------

Town Tax Rate							
Local Agreement Taxes	\$	17,914	\$	0.0023	\$	0.0025	
Total Town Tax Rate			\$	0.5940	\$	0.5659	4.96%
Grand Total to be raised in Property Taxes	\$	4,542,649					

Summary		FY23	FY22	% Change
School Homestead Tax Rate	\$	1,9178	1,8625	2.97%
School Non Residential Tax Rate	\$	1,7372	1,7856	-2.71%
Town Tax Rate (With Local Agreement Rate)	\$	0.5940	0.5659	4.96%
Windsor County Rate	\$	0.0077	0.0074	3.95%
Total Homestead Tax Rate	\$	2.5195	2.4358	3.43%
Total Non Residential Tax Rate	\$	2.3389	2.3589	-0.85%

Windsor Co. Amount
\$ 58,829.45

Listed Value of Homestead	FY 23		FY 22	
		Total Town Rate		Total Town Rate
\$ 250,000	\$	1,484.92	\$	1,414.75
\$ 400,000	\$	2,375.88	\$	2,263.60
\$ 800,000	\$	4,751.76	\$	4,527.20
\$ 1,000,000	\$	5,939.70	\$	5,659.00
Town Budget w/o Articles				
\$ 250,000	\$	1,342.89	\$	1,278.25
\$ 400,000	\$	2,148.62	\$	2,045.20
\$ 800,000	\$	4,297.24	\$	4,090.40
\$ 1,000,000	\$	5,371.54	\$	5,113.00
Other Monetary Articles				
\$ 250,000	\$	136.18	\$	130.25
\$ 400,000	\$	217.89	\$	208.40
\$ 800,000	\$	435.79	\$	416.80
\$ 1,000,000	\$	544.73	\$	521.00
Local Agreement				
\$ 250,000	\$	5.86	\$	6.25
\$ 400,000	\$	9.37	\$	10.00
\$ 800,000	\$	18.74	\$	20.00
\$ 1,000,000	\$	23.42	\$	25.00

TO: Selectboard
FROM: Rod Francis, Town Manager
RE: Moore Lane Bridge Cleanup
DATE: June 30, 2022

Background

Following a directive from the Vermont Department of Environmental Conservation (VTDEC) Spill Program the town approved an analysis of the substance leaking from the bridge decking on the Moore Lane bridge, which was impacting the bridge supports and making its way into the water. The material analysis led to the conclusion that it is a “unpermitted discharge of a hazardous waste to surface waters”. Following the analysis of the substance the VTDEC Spill Program has requested that the town provide:

temporary containment or collection of the released bridge material to prevent additional discharges of a hazardous waste to Blood Brook. And looking forward, it is advisable to continue to work towards a more permanent solution.

We are yet to receive a formal directive from VTDEC Clean-Up program as to how to best comply with the Vermont Hazardous Waste Management Regulations. In the meantime, at the request of the VTDEC Spill Program we have proceeded to work with a vendor to address the immediate issue. This work has already commenced. We will be monitoring the temporary response over the coming weeks.

Recommendation

Staff recommends that the board authorize the Town Manager to enter an agreement with Clean Harbors to:

- remove the damaged tarp
- clean excess material from the bridge supports
- encapsulate the stained areas of the bridge support
- attach a new tarp to collect continued leaks

Suggested Motion

That the Selectboard authorize the Town Manager to enter an agreement with Clean Harbors for an amount not to exceed \$8,000.00

From: [Donaldson, James](#)
To: [Chris Kaufman](#); [Brendan Miller](#); [Rod Francis](#)
Cc: [Dagan Murray](#); [Mason, Dan](#)
Subject: RE: Bridge Emulsion, Streambed, & Surface Water Results for Moore Lane Bridge in Norwich, VT (VTDEC Spill #2021-WMD225)
Date: Tuesday, June 21, 2022 2:42:05 PM
Attachments: [image001.png](#)

All,

The DEC Spill Program has reviewed the analytical data provided in the *Bridge Emulsion, Streambed, & Surface Water Sampling Results*, dated June 17, 2022, and has reached the following conclusions:

- The released material is considered a hazardous waste in accordance with the Vermont Hazardous Waste Management Regulations due to the presence of naphthalene, fluorene, fluoranthene, benzo(a)pyrene, indeno(1,2,3-cd)pyrene, and dibenzo(a,h)anthracene concentrations detected in the bridge emulsion sample.
- Wastes exhibiting more than 5% total petroleum hydrocarbons are also considered as hazardous. Bridge emulsion sample results indicate over 33% total petroleum hydrocarbon composition of the bridge material.
- Without additional analysis it is not possible to conclude that the material is creosote. The hazardous constituents detected support that the product is petroleum-based emulsion.
- The release of the bridge construction material constitutes an unpermitted discharge of a hazardous waste to surface waters.

A formal directive from DEC is forthcoming, but not likely within a timeframe that will eclipse what are soon to be hot summer days leading to additional releases of the bridge material. At this time the Spill Program requests that the Town of Norwich continue to provide temporary containment or collection of the released bridge material to prevent additional discharges of a hazardous waste to Blood Brook. And looking forward, it is advisable to continue to work towards a more permanent solution.

Feel free to contact me with any questions.

James



James Donaldson, Environmental Analyst
Vermont Department of Environmental Conservation
Sites Management Section/Spill Program
1 National Life Drive – Davis 1 | Montpelier, VT 05620-3704
802-828-1138 office | 802-477-2632 cell
<https://dec.vermont.gov/waste-management/contaminated-sites>

From: Chris Kaufman <ckaufman@norwich.vt.us>
Sent: Monday, June 20, 2022 10:06 AM
To: Brendan Miller <Brendan@murray-mastersonenv.com>; Donaldson, James <James.Donaldson@vermont.gov>; Rod Francis <RFrancis@norwich.vt.us>
Cc: Dagan Murray <dagan@murray-mastersonenv.com>
Subject: RE: Bridge Emulsion, Streambed, & Surface Water Results for Moore Lane Bridge in Norwich, VT (VTDEC Spill #2021-WMD225)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Brendan:

Can you tell me if the VSLs as noted in the report are Vermont Screening Levels for soil? Or are these vapor intrusion values?

Can you direct me to the VSLs on the DEC website you reference in the table? I am not seeing them.

I think it important to understand the basis of potential exposure and risks here both to the environment and individuals. Since impacts are not being made to the surface water based on your sampling (other than random sheening events during warmer periods), I want to further understand the concerns here other than just comparing elevated levels of Naphthalene, Benzo(a)pyrene, and Fluoranthene to a VSL. Also, do we know specifically what this product is? I am assuming this is a creosote product.

[Creosote | US EPA](#)

This is a link from EPA on creosote. Exposure to the general public does not seem to be a concern and the product can be disposed in a regular Subtitle D landfill. I think once James reviews this document, we should discuss next steps.

Thank you,

Chris Kaufman

From: Brendan Miller <Brendan@murray-mastersonenv.com>
Sent: Monday, June 20, 2022 9:32 AM
To: Donaldson, James <James.Donaldson@vermont.gov>; Rod Francis <RFrancis@norwich.vt.us>
Cc: Chris Kaufman <ckaufman@norwich.vt.us>; Dagan Murray <dagan@murray-mastersonenv.com>
Subject: RE: Bridge Emulsion, Streambed, & Surface Water Results for Moore Lane Bridge in Norwich, VT (VTDEC Spill #2021-WMD225)

My apologies James,

Please find attached the report with the proper Table 1 and Table 2. Thank you for your time.

Sincerely,

Brendan Miller
Staff Engineer

p: 802-453-5100

c: 925-817-7972

e: brendan@murray-mastersonenv.com

88B North Street
Bristol, Vermont 05433



ENVIRONMENTAL SERVICES

Bristol, Vermont • 802-453-5100

From: Donaldson, James <James.Donaldson@vermont.gov>

Sent: Monday, June 20, 2022 9:25 AM

To: Brendan Miller <Brendan@murray-mastersonenv.com>; RFrancis@norwich.vt.us

Cc: ckaufman@norwich.vt.us; Dagan Murray <dagan@murray-mastersonenv.com>

Subject: RE: Bridge Emulsion, Streambed, & Surface Water Results for Moore Lane Bridge in Norwich, VT (VTDEC Spill #2021-WMD225)

Hi Brendan,

It looks like you've included Table 2 twice. Can you please revise to include Tables 1 and 2?

Thanks,
James



James Donaldson, Environmental Analyst
Vermont Department of Environmental Conservation
Sites Management Section/Spill Program
1 National Life Drive – Davis 1 | Montpelier, VT 05620-3704
802-828-1138 office | 802-477-2632 cell
<https://dec.vermont.gov/waste-management/contaminated-sites>

From: Brendan Miller <Brendan@murray-mastersonenv.com>

Sent: Friday, June 17, 2022 11:49 AM

To: RFrancis@norwich.vt.us

Cc: ckaufman@norwich.vt.us; Donaldson, James <James.Donaldson@vermont.gov>; Dagan Murray <dagan@murray-mastersonenv.com>

Subject: Bridge Emulsion, Streambed, & Surface Water Results for Moore Lane Bridge in Norwich, VT (VTDEC Spill #2021-WMD225)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Good morning Rod,

Please find attached the Bridge Emulsion, Streambed, & Surface Water Results for Moore Lane Bridge in Norwich, Vermont (VTDEC Spill #2021-WMD225). If you have any questions, feel free to reach out to myself or Dagan. Thank you for your time.

Sincerely,

Brendan Miller
Staff Engineer

p: 802-453-5100

c: 925-817-7972

e: brendan@murray-mastersonenv.com

88B North Street
Bristol, Vermont 05433



ENVIRONMENTAL SERVICES

Bristol, Vermont • 802-453-5100



Clean Harbors Environmental Services, Inc.
20 Dunklee Road
Bow, NH 03304
www.cleanharbors.com

June 29, 2022

Attn: Mr. Chris Kaufman
Town Of Norwich
Po Box 376
Norwich, VT 05055

Quote #4044776, Town Of Norwich, Norwich, VT

Dear Mr. Kaufman:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

- CHES TO PROVIDE CREW TO REMOVE CREOSOTE CONTAMINATED TARP UNDER BRIDGE.
- CHES WILL INSTALL POLY SHEETING AS A TEMPORARY MEANS TO CAPTURE DRIPPING WASTE UNTIL A PERMANENT SOLUTION IS DECIDED.
- CREW WILL ALSO HAND SCRAPE CREOSOTE OFF OF CONCRETE FOOTERS AND ENCAPSULATE THE STAINING BY APPLYING KILLZ TO THE EFFECTED AREAS.
- ALL WASTE GENERATED IN THIS PROCESS WILL BE CONTAINERIZED INTO A DRUM AND SHIPPED FOR DISPOSAL.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,



June 29, 2022
Clean Harbors Quote #4044776

Page 2 of 10

Oscar Straw
Field Service Project Manager
Phone: 603.224.6626
straw.oscar@cleanharbors.com



QUOTE SUMMARY

Description	Amount
TASK 1: REMOVE TARP AND CREOSOTE FROM BRIDGE	\$5,428.00
TASK 2: CNO MATERIAL FOR DISPOSAL	\$883.00
	Subtotal \$6,311.00
	Estimated Recovery Fee \$1,609.31
	QUOTE TOTAL \$7,920.31



TASK 1: REMOVE TARP AND CREOSOTE FROM BRIDGE

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
3	Field Technician	8 hour*	1	\$56.00	\$1,344.00
3	Field Technician Overtime	6 hour	1	\$84.00	\$1,512.00
1	Foreman	8 hour*	1	\$72.00	\$576.00
1	Foreman Overtime	6 hour	1	\$108.00	\$648.00
4	Modified Level D (Tyvec, Gloves and Boots)	1 each	n/a	\$33.00	\$132.00
2	Pickup/Van/Car/Crew Cab	1 day	n/a	\$281.00	\$562.00
1	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	1 each	n/a	\$106.00	\$106.00
1	Misc. Materials	1 each	n/a	\$200.00	\$200.00
2	Poly Sheet, 6mil 20ft x 100ft	1 each	n/a	\$174.00	\$348.00
Total					\$5,428.00

*Includes portal-to-portal travel time

TASK 1: TOTAL ESTIMATE	\$5,428.00
Estimated Recovery Fee	\$1,384.14
Estimated total, including Fees	\$6,812.14

TASK 2: CNO MATERIAL FOR DISPOSAL

DISPOSAL

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
2452010	COAL TAR IMPACTED DEBRIS AND PPE	1	55 gallon drum	\$583.00	\$583.00
Total					\$583.00

Surcharges (if applicable)

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
<i>Waste Code CCRK:</i>					
CCRK Weight surcharge	\$3.00	Pounds	502.10	503.00	Pounds
	\$2.00	Pounds	501.10	502.00	Pounds



Surcharges (if applicable)

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
	\$1.00	Pounds	500.00	501.00	Pounds

TRANSPORTATION

Dispatch Location	Price UOM	Total
New Hampshire ServiceCenter	\$300.00 pickup	\$300.00

A demurrage charge of \$0.00 per hour will apply as follows:

Number of Containers	Allowable Loading Time
1 to 10	0.5 hour(s)
11 to 15	0.75 hour(s)
16 to 25	1 hour(s)
26 to 35	1.25 hour(s)
36 to 40	1.5 hour(s)
41 to 45	1.5 hour(s)
46 to 50	1.75 hour(s)
51 to 80	2 hour(s)

TASK 2: TOTAL ESTIMATE

\$883.00

Estimated Recovery Fee

\$225.17

Estimated total, including Fees

\$1,108.17

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
2452010	<p>COAL TAR IMPACTED DEBRIS AND PPE</p> <p>DRUM SPECIFICATION: No large metal pieces (rebar) Source of PCB < 50 ppm Mercury limited to 10 ppm maximum Iodine less than 0.5 percent Bromine less than 0.5 percent Fluorine less than 0.5 percent Sulfur less than 5 percent No reactive cyanides No reactive sulfides No air or water reactives Palletized material maximum dimensions 4'x4'x4' PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</p>



GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 45 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 25.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.



GENERAL CONDITIONS

- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- The USEPA implemented the E-manifest system in June 2018 and charges the receiving TSDF a fee per manifest that is subject to change at USEPA's discretion. Clean Harbors currently charges \$20 per manifest to cover this cost on every invoice. This charge is subject to change if USEPA applies increased charges in the future.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.



ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED
REPRESENTATIVE OR AGENT

Clean Harbors Environmental Services, Inc.

Signature

Signature

Print Name

Print Name

Date

Date

Phone

Purchase Order Number

Customer Insurance Carrier



FIELD SERVICES AGREEMENT

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This Field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

STANDARD TERMS AND CONDITIONS

- 1. Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.
- 2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.
- 3. Clean Harbors shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:

Worker's Compensation:	Statutory
Employer's Liability:	\$2,000,000
General Commercial Liability:	\$2 million per occurrence \$4 million aggregate
Automobile:	\$5 million combined single limit
Contractors Pollution Liability:	\$10 million each Claim \$10 million all Claims

The Customer agrees that Clean Harbors, liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is **less**.

- 4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parties.

Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

- 5. In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.
- 6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.
- 7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.



STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by- laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.
10. Customer's representative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agreement on Customer's behalf.
11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

TO: Selectboard
FROM: Rod Francis, Town Manager
RE: Replacement Mower for Field Maintenance
DATE: June 30, 2022

Background

DPW Buildings and Grounds staff have extensive playing fields and other areas to maintain with lawn mowing equipment. The current equipment is gas-powered and required the operator to stand on the back of the mower. This presents challenges when the workload is such that mowing can involve full workdays, multiple days in a week during peak growing season. We are seeking to maximize the efficiency and safety of the operators by switching to mower that allows the operator to sit.

Recognizing the work of the Article 36 Taskforce we worked with the Interregional Energy Coordinator (IREC) with TRORC – Geoff Martin. We participated in a trial of an all-electric zero-turn mower. After a week of field testing and comparing our experience with a local landscaper who uses the same equipment, we concluded that the all-electric mower did not provide the needed run time. It was advertised as having more than 7 hours runtime on a single charge we found that it was a lot less – 5.5 to 6hrs. The quality of the cut was inferior, and service and support remained an unknown.

Recommendation

As outlined above the electric mower does not appear to meet the town's needs as they stand. We hope that soon this equipment will improve such that it is a viable option. In the meantime, we recommend the purchase of a gas-powered zero-turn mower offered by a reputable local dealer.

Suggested Motion

That the Selectboard authorize the Town Manager to purchase a Laser E 60" mower with mulch attachment for a price not to exceed \$11,069.00.

