



- |    |                                       |        |
|----|---------------------------------------|--------|
| 12 | Consent Agenda                        | (8:45) |
|    | a) Consider AP Warrant                |        |
|    | b) Approve minutes from July 13, 2022 |        |
|    | c) Correspondence                     |        |
| 13 | Adjournment                           | (8:55) |

**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: Aaron Lamperti

Address: 557 New Boston Road, Norwich

Day phone: 603 286 0346

Evening phone: 802 649 2724

E-mail: aaron.lamperti@gmail.com

Position Applied For: Selectboard vacancy

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

Terms: 0

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:

I have limited availability Monday evenings due to Fire Department trainings.

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

I have experience with Norwich government and staff through my work with

the Energy Committee, A36TF and Fire Department. I am also deeply

familiar with the town itself having spent most of my life here.

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:

Norwich Energy Committee, Chair (Current)

Article 36 Task Force, Vice Chair (Past?)

5. Education and Current Employment

Name of Company: Town of Norwich

Location:

Title: Firefighter/EMT (Captain)

Describe your work:

6. Pertinent Education and/or Experience:

BA, Physics UVM; MA Conservation Biology SFSU

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:

I can imagine that I might feel a modest COI in personnel matters

related to the Fire Department since I would have a dual role as SB

member and firefighter. I might prefer to recuse myself were that to happen.

Comments:

In the interest of full disclosure, note that I am occasionally engaged as a consultant by the Montshire Museum (mostly for IT) and by Energy Efficient Investments of Merrimack, NH (Energy Auditing).

Signature



Date

7/14/2022

**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: Pamela Smith

Address: 1445 New Boston Rd, Norwich VT

Day phone: 802-649-7008

Evening phone: 802-649-7008

E-mail: psmith@norwich.vt.us

Position Applied For: Selectboard

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

Terms: N/A

Years:

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

Evening: (Yes  No  Morning: (Yes  No

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

None

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

I was a candidate for Selectboard in 2021 and 2022. I have served in elected and appointed positions in Town governance for over 3 years. I have a good understanding of the OML and a strong accounting and finance background.

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:

I currently serve as a Trustee of Public Funds, Lister and Assistant Treasurer.

5. Education and Current Employment

Name of Company: Retired business owner                      Location:

Title: Co-owner

Describe your work:

My husband and I started a mail order business on our dining room table and grew it into a multi-million dollar business. We retired in 2008.

6. Pertinent Education and/or Experience:

I have a BS in Business. As mentioned earlier, I was the co-owner of a mail order business for 15 years and I have over 35 years of accounting experience in for-profit and non-profit entities.

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:

According to the Vermont Chart of Incompatible Offices, I would need to resign some of the current positions I hold in Town governance.

Comments:

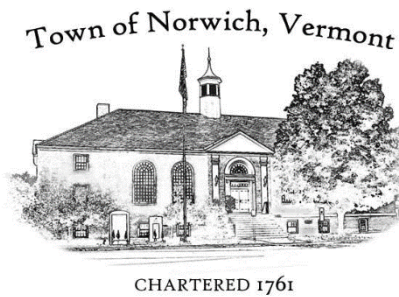
In keeping with past practice of "also rans" being considered for unexpected vacancies and to honor the 400 +/- votes cast for me by residents of this Town in each of the past 2 elections, I am submitting this application and respectfully request the Selectboard appoint me to fill the current vacancy on the Norwich Selectboard.

Signature



Date

July 14, 2022



TO: Norwich Selectboard: Arnold, Layton, Calloway and Gere

FROM: Board of Listers: Lindberg and Smith

DATE: July 19, 2022

RE: Errors & Omissions – Disabled Veteran Tax Exemption

The Board of Listers are requesting to make a change to the 2022 Grand list lodged with the Town Clerk due to the processing of a late-filed application for a qualified disabled veteran by the Office of Veterans Affairs. The late-filed application was verified by the OVA and meets the Vermont Property Tax Exemption under **32 V.S.A. § 3802**.

If approved by the Selectboard the parcel will receive the \$10,000 exemption from the State and \$30,000 exemption voted by the Town of Norwich for a total exemption of \$40,000. This will result in about \$1,007 in lost tax revenue.

**32 V.S.A. § 4261** - When real or personal estate is omitted from the grand list by mistake or an obvious error is found, the listers, with the approval of the selectboard, on or before December 31, may supply such omissions or correct such errors and make a certificate thereon of the fact; provided, however, the listers may make a correction resulting from the filing or rescission of a homestead declaration without approval of the selectboard.

## Local Emergency Management Plan

### 1. Emergency Management (EM) planners

<i>These are the people who wrote and/or maintain this plan.</i>	
Town Manager Rod Francis	
Fire Chief Alexander Northern	
Deputy Fire Chief Matt Swett	

### 2. Municipal Emergency Operations Center (EOC)

<i>The EOC is an organization that coordinates information, support, and response across the municipality for Incident Commanders and town officials. Its main functions are to maintain situational awareness for municipal leaders, coordinate resource and information requests, and provide public information.</i>	
Who, by position, can activate the EOC?	Rod Francis -Town Manager Alex Northern - Fire Chief & Deputy EMD Officer-in-Charge – Anna Ingraham Norwich Police Dept.
<b>Preferred EOC Positions and Duties</b>	
EOC Director & Fire Chief/ Deputy EMD	Supervises and directs all EOC activities coordinating municipal support and response
As assigned	Staffs phones and radio
“	Tracks and answers any Requests for Information (RFI)
“	Tracks and coordinates any Requests for Support (RFS)
“	Produces and posts public information and press releases
“	Field duties as needed
<b>Potential EOC Staff Members</b>	
<i>Name</i>	<i>Notes / Contact Information</i>
Rod Francis-Town Manager	(802) 649-1419 ext.1; <a href="mailto:RFrancis@norwich.vt.us">RFrancis@norwich.vt.us</a>
Alex Northern-Fire Chief/ Deputy EMD	(802) 649-1133; <a href="mailto:ANorthern@norwich.vt.us">ANorthern@norwich.vt.us</a>
Officer-in-Charge Anna Ingraham Norwich Police Dept.	(802) 649-1460; <a href="mailto:anna.ingraham@vermont.gov">anna.ingraham@vermont.gov</a>
Matt Swett-Deputy Fire Chief	(802) 649-1133
Eric Friets-NFD EOC Support	(802) 649-1133
<b>Primary EOC Location</b>	
Facility / Address:	10 Hazen Street Norwich, VT 05055
Phone Numbers:	802) 649-1133 or (802) 649-1460

Equipment/Notes:	White board, Projector, UHF & VHF Fire/Police radios, Tables, Chairs, Counter space, Maps, Phone, Generator
<b><i>Alternate EOC Location</i></b>	
Facility / Address:	Tracy Hall 300 Main St.
Phone Numbers:	(802) 649-1419
Equipment/Notes:	White board, Projector, Tables, Chairs, Counter space, Maps, Phone, Emergency building generator

### 3. Resources

Use municipal resources, mutual aid agreements, and local purchases first to get resources for response as needed and available.		
Purchasing agents for emergencies:	Town Manager; Officer-in-Charge Anna Ingraham - Norwich Police Dept. in the absence of the Town Manager	
Emergency spending limits:	\$25,000	
<b>Businesses with Standing Municipal Contracts</b>		
Type of Contract	Name	Contact Info
<b>Other Local Resources</b>		
Type of Resources/Skills	Name	Contact Info
<b>Firefighting</b> -Resources in support of structural and wildland firefighting.	Fire Chief Alex Northern	(802) 649-1133; <a href="mailto:anorthern@norwich.vt.us">anorthern@norwich.vt.us</a>
	Fire Warden Linda Cook	(603) 208-7847
<b>Transportation</b> - Assets in support of the movement of emergency resources, including the evacuation of people and distribution of food and supplies.	Town school busses;	Town School busses-Student Transportation of America (STA) 0600-1600 M-F 1(802) 698-8528
	Red Cross (VT & NH offices have merged)	1-833-583-3111 or 1 (800) 464-6692
<b>Communications</b> – Includes emergency warning, information and guidance to the public and responders. Includes resources and back-up resources for all means of communication.	<ul style="list-style-type: none"> <li>• Incident Commander</li> <li>• Town Manager</li> <li>• Selectboard Chair</li> </ul>	Methods to alert the general population include:
		<ul style="list-style-type: none"> <li>• The Town of Norwich List Serve by e-mail: To post a message to everybody in the Norwich email discussion group, send</li> </ul>

		<p>mail to:  norwich@lists.Vital  communities.Org</p> <ul style="list-style-type: none"> <li>• internet information</li> <li>• Code Red through  Hanover Dispatch 603-  643-3424. Requires  sign up by community  members</li> <li>• Facebook-  <a href="https://www.facebook.com/norwich.vtpolice/">https://www.facebook.com/norwich.vtpolice/</a></li> <li>• Facebook-  <a href="https://www.facebook.com/Norwichfiredepartment">https://www.facebook.com/Norwichfiredepartment</a></li> <li>• For alerting the public  using Vermont 211-dial  2-1-1 or 866-652-4636;  Email  <a href="mailto:info@vermont211.org">info@vermont211.org</a></li> <li>• <a href="https://www.vtalert.gov/">https://www.vtalert.gov/</a></li> <li>• VT Emergency  Management- (800)  347-0488;  vem.vermont.gov</li> <li>• Emergency Broadcast  System (Television and  Radio)</li> <li>• Emergency Notification  System (ENS)</li> <li>• Sandwich boards and  bulletins posted in town</li> <li>• Door to door and loud  speaker from mobile  unit</li> <li>• Local media</li> <li>• Power Outages-  <a href="http://vtoutages.com/">http://vtoutages.com/</a>  shows entire state;  updated by power  companies</li> <li>• VT Alert</li> <li>• Town of Norwich List  Serve</li> </ul>
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<p><b><u>Public Works &amp; Engineering</u></b> - Resources In support of debris clearance, road, highway, bridge repairs and restoration of essential public works systems and services and the safety inspection of damaged public buildings.</p>	<p>Norwich DPW</p>	<p>Chris Kaufman-(W) (802) 649-2209; Cell-(802) 535-1547</p>
<p><b><u>Emergency Management, Recovery &amp; Mitigation</u></b> - Resources in support of the local Incident Commander through a Local Emergency Operations Center. Includes personnel Resources available to provide overall coordination of the town's emergency operations. Resources may serve as a remote ICS planning section to collect, analyze and disseminate critical information on emergency operations for decision making purposes. May provide liaison with state/federal government.</p>		<p>Contact Vermont Emergency Management</p> <ul style="list-style-type: none"> <li>• VEM Watch Officer: (800) 347-0488</li> <li>• vem.vermont.gov</li> </ul> <p>Contact TRORC -Kevin Geiger- (802) 457-3188 x3003; <a href="mailto:kgeiger@trorc.org">kgeiger@trorc.org</a></p>
<p><b><u>Mass Care, Food &amp; Water</u></b> - Resources available to coordinate sheltering, feeding and first aid for disaster victims</p>	<p>American Red Cross</p>	<p>1-833-583-3111 or 1(800) 464-6692</p>
<p><b><u>Resource Support</u></b>–Assets available for coordination and documentation of personnel, equipment, supplies, facilities and services used during disaster response and initial relief operations.</p>		
<p><b><u>Health &amp; Medical Services</u></b> - Resources for care and treatment for the ill and injured. Includes lists of trained health and medical personnel and other emergency medical supplies, materials and</p>	<p>Vermont Dept. of Health (Hartford/WRJ)  Town of Norwich Health Officer</p>	<p>(802) 295-8820  (802) 649-1419 ext. 2</p>

<p>facilities. Assets include public health and environmental sanitation services, disease and vector control guidelines and resources for the collection, identification, and protection of Human remains.</p>	<p>Dartmouth-Hitchcock Hospital EMS District 9 Medical Director</p> <p>NFD EMS Division</p> <p>Hanover/Hartford FD Ambulance</p>	<p>Contact through UVComm PSAP (603) 643-3424</p> <p>Thomas Trimarco, MD, FACEP; EMS Dist.9 Medical Director; DHART Associate Medical Director-Dartmouth-Hitchcock Medical Center 603-650-7051; thomas.w.trimarco@hitchcock.org</p> <p>911</p> <p>911</p>
<p><b><u>Search &amp; Rescue</u></b> -Resources locally available to locate identify/remove persons from a stricken area, including those lost or trapped in buildings/other structures. Also includes resources to coordinate S&amp;R for those lost in non-inhabited areas.</p>	<p>Vermont Urban Search and Rescue (USAR, TF1)</p>	<ul style="list-style-type: none"> <li>• UVComm Dispatch 603-643-3424</li> <li>• State VEM Duty Officer-The State Emergency Operations Center (SEOC), (800) 347-0488</li> </ul>
<p><b><u>Hazardous Materials</u></b> – Resources available for response, inspection, containment and cleanup of hazardous materials.</p>	<p>Vermont Hazardous Material (HAZMAT) Response Team (VHMRT)</p>	<ul style="list-style-type: none"> <li>• UVComm Dispatch 603-643-3424</li> <li>• State VEM Duty Officer-The State Emergency Operations Center (SEOC), (800) 347-0488</li> </ul>
<p><b><u>Agriculture &amp; Natural Resources</u></b> -Assets available for use in coordinated response in the management and containment of Communicable diseases in an animal health or plant emergency.</p>	<p>VT Agency of Agriculture</p> <p>ANR</p> <p>VT Dept. of Health (Hartford Office)</p>	<p>(802) 828-2430</p> <p>ANR Central Office - (802) 828-1294</p> <p>(802) 295-8820</p>

<p><b>Energy</b> – Assets available for the emergency repair and restoration of critical public energy utilities. Includes locally available back-up power resources. Coordinates the rationing and distribution of emergency power and fuel.</p>	<p>Green Mountain Power</p> <p>Evans for Gas and Diesel</p>	<p>1(888) 835-4672</p> <p>(603) 448-3400</p>
<p><b>Law Enforcement</b>-Assets used for the protection of life and property by enforcing laws, orders and regulations. Resources available for area security, traffic and access control.</p>	<p>Sgt. Anna Ingraham - OIC Police Dept.</p>	<p>(802) 649-1460;  <a href="mailto:anna.ingraham@vermont.gov">anna.ingraham@vermont.gov</a></p>
<p><b>Public information</b>-Pre-identified personnel and resources used for effective collection, control and dissemination of public information to inform the general public of emergency conditions and available assistance.</p>	<p>Incident Commander</p> <p>Town Manager</p>	<p>Methods to alert the general population include:</p> <ul style="list-style-type: none"> <li>• The Town of Norwich List Serve by e-mail: To post a message to everybody in the Norwich email discussion group, send mail to: <a href="mailto:norwich@lists.Vitalcommunities.Orq">norwich@lists.Vitalcommunities.Orq</a></li> <li>• internet information</li> <li>• Code Red through Hanover Dispatch 603-643-3424. Requires sign up by community members</li> <li>• Facebook- <a href="https://www.facebook.com/norwichvtpolice">https://www.facebook.com/norwichvtpolice</a></li> <li>• For alerting the public using Vermont 211-dial 2-1-1 or 866-652-4636; Email <a href="mailto:info@vermont211.org">info@vermont211.org</a></li> <li>• <a href="https://www.vtalert.gov/">https://www.vtalert.gov/</a></li> <li>• Emergency Broadcast System (Television and Radio)</li> </ul>

		<ul style="list-style-type: none"> <li>• Sandwich boards and bulletins posted in town</li> <li>• VT Alert</li> </ul>
<p>State support that is usually at no cost to the municipality:</p> <ul style="list-style-type: none"> <li>• Vermont Hazardous Material (HAZMAT) Response Team (VHMRT)</li> <li>• Vermont Urban Search and Rescue (USAR, VT-TF1)</li> <li>• Vermont State Police and Special Teams</li> <li>• Swiftwater Rescue Teams</li> <li>• Regional Shelter Support</li> <li>• State government agency expertise / services</li> <li>• Federal response agency expertise</li> </ul> <p>State support the municipality will normally eventually have to pay for:</p> <ul style="list-style-type: none"> <li>• Supplies and equipment (including sandbags)</li> <li>• VTrans Equipment and Personnel</li> <li>• Vermont National Guard Support</li> </ul>		
<p><i>The State Emergency Operations Center (SEOC, 800-347-0488) will help coordinate any state support teams or other external resources that local responders may need.</i></p>		

<b>National Incident Management System (NIMS) Typed Resources*</b>											
Type	I	II	III	IV	Other	Type	I	II	III	IV	Other
Critical Incident Stress Management Team	N	N/A	N/A	N/A	N/A	Hydraulic Excavator, Large Mass Excavation	N/A	N/A	N/A	N/A	N/A
Mobile Communications Center	N/A	N/A	N/A	N/A	N/A	Hydraulic Excavator, Medium Mass Excavation	1	N/A	N/A	N/A	N/A
Mobile Communications Unit	N/A	N/A	N/A	N/A	N/A	Hydraulic Excavator, Compact	N/A	N/A	N/A	N/A	N/A
All-Terrain Vehicles	N/A	N/A	N/A	N/A	N/A	Road Sweeper	N/A	N/A	N/A	1	N/A
Marine Vessels	N/A	N/A	N/A	N/A	N/A	Snow Blower, Loader Mounted	1	N/A	N/A	N/A	N/A
Snowmobile	N/A	N/A	N/A	N/A	N/A	Track Dozer	N/A	N/A	N/A	N/A	N/A
Public Safety Dive Team	N/A	N/A	N/A	N/A	N/A	Track Loader	N/A	N/A	N/A	N/A	N/A
SWAT/Tactical Team	N/A	N/A	N/A	N/A	N/A	Trailer, Equipment Tag-Trailer	N/A	N/A	2	N/A	N/A
Firefighting Brush Patrol Engine	N/A	N/A	N/A	1	N/A	Trailer, Dump	1	N/A	N/A	N/A	N/A
Fire Engine (Pumper)	2	N/A	N/A	N/A	N/A	Trailer, Small Equipment	1	N/A	N/A	N/A	N/A
Firefighting Crew Transport	1	N/A	N/A	N/A	N/A	Truck, On-Road Dump	N/A	N/A	5	1	N/A
Aerial Apparatus, Fire	1	N/A	N/A	N/A	N/A	Truck, Plow	N/A	3	N/A	N/A	N/A
Foam Tender	N/A	N/A	N/A	N/A	N/A	Truck, Sewer Flusher	N/A	N/A	N/A	N/A	N/A
Hand Crew	N/A	N/A	N/A	N/A	N/A	Truck, Tractor Trailer	N/A	N/A	N/A	N/A	N/A
HAZMAT Entry Team	N/A	N/A	N/A	N/A	N/A	Water Pumps, De-Watering	2	N/A	N/A	N/A	N/A
Engine Strike Team	N/A	N/A	N/A	N/A	N/A	Water Pumps, Drinking Water Supply - Auxiliary Pump	1	N/A	N/A	N/A	N/A
Water Tender (Tanker)	N/A	N/A	1	N/A	N/A	Water Pump, Water Distribution	N/A	N/A	N/A	N/A	N/A
Fire Boat	N/A	N/A	N/A	N/A	N/A	Water Pump, Wastewater	N/A	N/A	N/A	N/A	N/A
Aerial Lift - Articulating Boom	N/A	N/A	N/A	N/A	N/A	Water Truck	N/A	N/A	N/A	N/A	N/A
Aerial Lift - Self Propelled, Scissor, Rough Terrain	N/A	N/A	N/A	N/A	N/A	Wheel Dozer	N/A	N/A	N/A	N/A	N/A
Aerial Lift - Telescopic Boom	N/A	N/A	N/A	N/A	N/A	Wheel Loader Backhoe	1	N/A	N/A	N/A	N/A
Aerial Lift - Truck Mounted	N/A	N/A	N/A	N/A	N/A	Wheel Loader, Large	1	N/A	N/A	N/A	N/A
Air Compressor	N/A	N/A	N/A	1	N/A	Wheel Loader, Medium	N/A	N/A	1	1	N/A
Concrete Cutter/Multi-Processor for Hydraulic Excavator	1	N/A	N/A	N/A	N/A	Wheel Loader, Small	N/A	N/A	N/A	N/A	N/A
Electronic Boards, Arrow	N/A	N/A	N/A	N/A	N/A	Wheel Loader, Skid Steer	N/A	N/A	N/A	N/A	N/A
Electronic Boards, Variable Message Signs	N/A	N/A	N/A	N/A	N/A	Wheel Loader, Telescopic Handler	N/A	N/A	N/A	N/A	N/A
Floodlights	1	N/A	N/A	N/A	N/A	Wood Chipper	1	N/A	N/A	N/A	N/A
Generator	N/A	N/A	N/A	N/A	N/A	Wood Tub Grinder	N/A	N/A	N/A	N/A	N/A
Grader	1	N/A	N/A	N/A	N/A						

\*Information about the NIMS Typed resources can be found at: <https://rtlt.preptoolkit.fema.gov>

\*Additional resource information is available on the FEMA Reimbursable Equipment List: <https://www.fema.gov/assistance/public/schedule-equipment-rates>

#### 4. Public Information and Warning

<p><i>During a significant emergency, the Emergency Operations Center (EOC) and Incident Command Posts (ICPs) will coordinate and manage public information, both by producing accurate, timely reports and by tracking what is publicly reported to minimize confusion and help ensure a positive public response.</i></p>	
<p>VT-Alert message - State: Other VT-Alert managers:</p>	<p>Vermont Emergency Management: 800-347-0488</p>
<p>Important Local Websites / Social Media channels:</p>	<p>The Town of Norwich List Serve by e-mail: To post a message to everybody in the Norwich email discussion group, send mailto: <a href="mailto:norwich@lists.vitalcommunities.org">norwich@lists.vitalcommunities.org</a></p> <p>Social Media:</p> <ul style="list-style-type: none"> <li>• Facebook-<a href="https://www.facebook.com/Norwichvtpolice">https://www.facebook.com/Norwichvtpolice</a></li> </ul>
<p>Local Newspaper, Radio, TV:</p>	<p>Valley News- 603-298-8711 or 1-800-874-2226 <a href="mailto:newseditor@vnews.com">newseditor@vnews.com</a></p> <p>WCAX TV- 802-652-6300 <a href="mailto:channel3@wcax.com">channel3@wcax.com</a></p> <p>VPR- 800-639-2192 <a href="mailto:news@vpr.net">news@vpr.net</a></p> <p>WPTZ- 802-655-5455 <a href="mailto:newstips@myNBC5.com">newstips@myNBC5.com</a></p> <p>Fox44-802-660-9333 <a href="mailto:news@fox44now.com">news@fox44now.com</a></p>
<p>Public Notice locations:</p>	<p>Tracy Hall Bulletin Board; USPS Bulletin Board; Town Clerk 802-649-1419; Town List Serve</p>
<p><i>Vermont 2-1-1 is a United Ways of Vermont system that provides 24x7x365 information and referral services in cooperation with a large number of state and local government and community based entities. 2-1-1 collects and maintains a database of local resource information and is available to take calls from the general public to inform and instruct them in relation to emergency events, and to refer them to the appropriate response and recovery resource, if necessary.</i></p>	
<p>To provide information for 2-1-1</p>	<p>Dial 211 or (802) 652-4636</p>

## 5. Vulnerable Populations

*If necessary, the EOC may contact organizations and facilities, below, that serve vulnerable populations to identify residents who are at risk based on the emergency. If there are residents at risk or in danger, the EOC should monitor their status and if required coordinate support for them until their situation stabilizes.*

<i>Name / Notes</i>	<i>Contact Info</i>
CARE (Citizen Assistance Registration for Emergencies)	Contact Supporting PSAP-UVCComm-for CARE Data (802) 643-3432
Senior living - Norwich Senior Housing 4 Dorrance Dr.	Property Manager Earl Simpson Simpson Companies (802) 295-7961
School - Marion Cross School, 22 Church St.	(802) 649-1703
Day Care - Norwich Day Care Center 75 Montshire Dr.	(802) 649-1403
Day Care - Norwich Nursery School, Emerson Ct. 312 Main St	(802) 649-1804
Museum - Montshire Museum 1 Montshire Road	(802) 649-2200
Norwich Public Library 368 Main St.	(802) 649-1184

## 6. Shelters

<i>During some emergencies, the EOC will monitor or coordinate support for residents who are displaced due to property or infrastructure damage.</i>																									
<b>Spontaneous Sheltering</b>																									
<ul style="list-style-type: none"> <li>Determine the approximate number of people who need sheltering</li> <li>Call the State EOC / Watch Officer at 800-347-0488 and request support</li> <li>Track the status of residents who need shelter until their situation stabilizes</li> </ul>																									
<b>Regional Shelter</b>																									
Location / Address:	Hartford High School-37 Highland Ave, River Junction, VT 05001																								
Opening Contact:	1-833-583-3111 or Linda Nordman (802) 353-0678																								
Phone Numbers:	State EOC, 800-347-0488; American Red Cross, 1-833-583-3111 or (800) 464-6692																								
<b>Primary Local Shelter</b>																									
Location / Address:	Marion Cross School- 22 Church Street																								
Facility Contact(s):	Principal																								
Phone Numbers:	(802) 649-1703																								
Shelter Manager:																									
Staff Requirements:																									
Services:	Warm/Cool Overnight Food Prep																								
Notes:	Capacity: 60 Generator? Yes Pets Allowed? No <b>Service Animals Not allowed</b>																								
<b>Alternate Local Shelter</b>																									
Location / Address:	1. Tracy Hall (Gym Area); 300 Main St. 2. Norwich Congregational Church; 15 Church Street																								
Facility Contact(s):	1. Miranda Bergmeier (802) 649-1419 2. Susan Scott (802) 649-1433																								
Phone Numbers:																									
Shelter Manager:																									
Staff Requirements:																									
Services:	Warm/Cool																								
Notes:	<table border="0" style="width: 100%;"> <thead> <tr> <th></th> <th>Capacity:</th> <th>Generator?</th> <th>Pets</th> </tr> </thead> <tbody> <tr> <td>Allowed?</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Tracy Hall (Gym Area);</td> <td>200</td> <td>YES</td> <td>NO</td> </tr> <tr> <td colspan="4"><b>Service Animals are allowed</b></td> </tr> <tr> <td>Norwich Cong. Church</td> <td>UNK</td> <td>NO</td> <td>NO</td> </tr> <tr> <td colspan="4"><b>Service Animals are allowed</b></td> </tr> </tbody> </table>		Capacity:	Generator?	Pets	Allowed?				Tracy Hall (Gym Area);	200	YES	NO	<b>Service Animals are allowed</b>				Norwich Cong. Church	UNK	NO	NO	<b>Service Animals are allowed</b>			
	Capacity:	Generator?	Pets																						
Allowed?																									
Tracy Hall (Gym Area);	200	YES	NO																						
<b>Service Animals are allowed</b>																									
Norwich Cong. Church	UNK	NO	NO																						
<b>Service Animals are allowed</b>																									

### Annexes (Optional, create and letter as needed)


## Contact Information

Position	Name	Phone numbers - indicate Mobile, Home, Work			E-mail
		Primary	Alternate	Alternate	
<b>Local Emergency Management Team</b>					
EMD	Rod Francis	802-649-1419	Cell: 802-579-9622		<a href="mailto:RFrancis@norwich.vt.us">RFrancis@norwich.vt.us</a>
EM Coordinator	Rod Francis	802-649-1419	Cell: 802-579-9622		<a href="mailto:RFrancis@norwich.vt.us">RFrancis@norwich.vt.us</a>
<b>Local Response Organization Contacts</b>					
Fire Chief/ Deputy EMD	Alex Northern	802-649-1133	Cell: 802-738-2115		<a href="mailto:ANorthern@norwich.vt.us">ANorthern@norwich.vt.us</a>
Deputy Fire Chief	Matt Swett	802-649-1133	Cell: 603-738-7100		<a href="mailto:matt@swett.net">matt@swett.net</a>
EMS Chief	Alex Northern	802-649-1133	Cell: 802-738-2115		<a href="mailto:ANorthern@norwich.vt.us">ANorthern@norwich.vt.us</a>
Norwich PD Officer-in-Charge	Anna Ingraham	802-649-1460			<a href="mailto:Anna.ingraham@vermont.gov">Anna.ingraham@vermont.gov</a>
State Police or County Sheriff	Contact UVComm	802-643-3424			<a href="mailto:Doug.hackett@hanovernh.org">Doug.hackett@hanovernh.org</a>
Local Dispatch Center	UVComm	802-643-3424			<a href="mailto:Doug.hackett@hanovernh.org">Doug.hackett@hanovernh.org</a>
	Hartford Dispatch	802-295-6403			
	Norwich PD	802-649-1460			

## Contact Information

Position	Name	Phone numbers - indicate Mobile, Home, Work			E-mail
		Primary	Alternate	Alternate	
<b>Local Public Works Contacts</b>					
DPW Director	Chris Kaufman	802-649-2209	Cell: 802-535-1547		<a href="mailto:CKaufman@norwich.vt.us">CKaufman@norwich.vt.us</a>
Town Garage		802-649-2209			
Drinking Water Utility	Sam Eaton	802-649-5424	Pager: 802-749-5672		
<b>Municipal Government Contacts</b>					
Town Manager	Rod Francis	802-649-1419	Cell: 802-579-9622		<a href="mailto:RFrancis@norwich.vt.us">RFrancis@norwich.vt.us</a>
Asst. to the Town Manager	Miranda Bergmeier	802-649-1419			<a href="mailto:MBergmeier@norwich.vt.us">MBergmeier@norwich.vt.us</a>
Selectboard Chair	Roger Arnold	802-649-1419			
Selectboard	Mary Layton	802-649-1419			
Selectboard	Robert Gere	802-649-1419			
Selectboard	Marcia Calloway	802-649-1419			
Town Clerk	Bonnie Munday	802-649-1419			<a href="mailto:Clerk@norwich.vt.us">Clerk@norwich.vt.us</a>
Town Finance Director	Fielding Essensa	802-649-1419			<a href="mailto:FEssensa@norwich.vt.us">FEssensa@norwich.vt.us</a>
Town Treasurer	Cheryl Lindberg	802-649-1678			<a href="mailto:treasurer@norwich.vt.us">treasurer@norwich.vt.us</a>
Acting Town Health Officer	Bonnie Munday	802-649-1419			<a href="mailto:Clerk@norwich.vt.us">Clerk@norwich.vt.us</a>
Forest Fire Warden	Linda Cook	603-208-7847			<a href="mailto:Cook11574@gmail.com">Cook11574@gmail.com</a>
Animal Control	Norwich Police Dept.	802-649-1460			<a href="mailto:Anna.ingraham@vermont.gov">Anna.ingraham@vermont.gov</a>

**Contact Information**

Position	Name	Phone numbers - indicate Mobile, Home, Work			E-mail
		Primary	Alternate	Alternate	
School Contact #1	Marion Cross School-Principal Shawn Gonyaw	802-649-1703			<a href="mailto:shawngonyaw@marioncross.org">shawngonyaw@marioncross.org</a>
<b>Other Contacts</b>					

---

TO: Rod Francis, Town Manager  
FROM: Chris Kaufman, DPW Director  
RE: Underground Storage Tanks (UST) repairs  
DATE: July 18, 2022

---

### Background

The interstitial caps on the existing USTs are incapable of being monitored as required per the VT DEC UST Operating Permit No. 2783. To satisfy this permit requirement I requested the following two proposals from a Vermont certified UST contractor:

1. Complete rebuilding of the UST spill ports with full concrete UST top replacement to raise the elevation of the concrete to limit water intrusion into the tank containment sumps.
2. Removal and replacement of only the interstitial caps. In both cases the electrical panel needs to be relocated due to a NEC code violation (too close to the pump island) as well as being in the middle of the canopy.

Both proposals also involve moving the vent risers out of the middle of the canopy.

### Bid Process

I used a list of state approved contractors. Curtis Ashline is reasonably close in proximity to Norwich but did not respond. The other state UST contractors are from across the state in Bristol, or in NY and Maine, thus effectively not being close enough to provide a competitive bid.

The first proposal attached as Estimate #1248A (Complete Project) includes the complete tank top removal and replacement, vent extension, and electrical panel relocation for a total of **\$64,925.00**.

The second proposal as Estimate #1251A includes the interstitial cap and adapter installation only, vent extension, and electrical panel relocation for **\$26,832.00**.

I also requested that the electrician provide separate costs for extra work as follows:

### Additional Scope of Work

The Town Highway Garage is poorly lit presenting security concerns and work safety challenges in winter for operating the loader and trucks. Additionally, the existing block heater outlets need to be replaced. Keeping the truck engines heated in winter eases starting and reduces engine wear. Given the need to relocate the panel there is a cost saving by bundling this needed work.

### Truck Parking Area

Install electrical panel on existing wood post at parking area. Install 30amp 120/240-volt feed in existing 1/2" underground conduit from shop building to new panel. Install (4) truck heater outlets with switches on existing wood posts. Outlets to be fed with individual 20-amp GFI circuit breakers in new panel.

Cost \$2,750.00

Salt Shed

Install (4) LED wall pack lights, (2) interior LED overhead lights and (3) interior GFI outlets as discussed.

Cost \$3,420.00

Fuel Area Canopy and Adjacent Shed

Install (4) LED canopy lights with motion sensor control. Install (1) LED overhead light in shed with motion sensor control.

Cost \$2,825.00

**Additional Electrical work Total Cost: \$8,995.00**

**Recommendation**

I suggest that we proceed with the second proposal (Estimate #1251A) and the additional work. This would be funded by the Garage Reserve Fund.

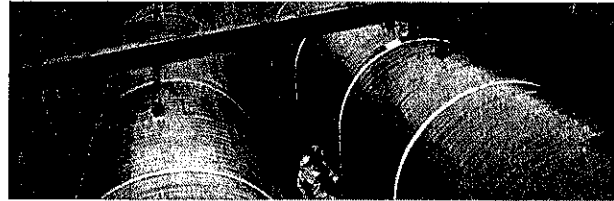
**Suggested Motion**

That the Selectboard authorize the Town Manager to accept the proposal from FPH Tank Installation and Service, Inc. and additional electrical work provided by not to exceed \$36,000 to be paid for out of the Garage Reserve Fund



32 Railroad Avenue Orleans, VT 05860

Town of Norwich  
300 Main Street  
Norwich, VT



Phone: 802-754-2878  
Toll Free: 800-286-6686  
Fax: 802-754-2461

Web: www.fphtankservices.com  
E-Mail: dscotto@comcast.net

Estimate # 1248A  
Date 6/22/2022

# Proposal

Project: Tank Top Work - Public W...

Description of Work to be done	
<p>FPH Tank Installation &amp; Service is pleased to provide the following estimate for the tank work at your public works garage.</p> <p>Cost breakdown is as follows...</p> <p>Parts and Materials: \$22,425.00            Equipment: \$7,175.00            Electrician &amp; Electrical Parts: \$15,475.00            Labor: \$19,850.00</p> <p>Scope of work to include:</p> <ul style="list-style-type: none"> <li>- Sawcut, remove and dispose of the concrete over the existing tank, and around the dispenser island.</li> <li>- Excavate down to the tank top to expose all tank top fittings and equipment.</li> <li>- Remove and dispose of existing tank top equipment. Probes and sensors are to be reused.</li> <li>- Remove and dispose of existing suction piping runs from the tank to the pump.</li> <li>- Remove and dispose of existing island form. U-bumpers to be reused.</li> <li>- Supply and install a new island form and dispenser sump.</li> <li>- Supply and install new piping and tank top equipment for a suction system.</li> <li>- Supply and install new fill, vent, probe and sensor risers.</li> <li>- Extend Vent termination approximately (12) twelve feet to the back right corner canopy post area.</li> <li>- Supply and install all new electrical parts and wiring for the tank and pump area.</li> <li>- Move existing electrical panel to the front-right corner post.</li> <li>- Excavate down to expose existing electrical lines coming into the existing panel and reroute to new location (does not include pulling new wire to feed the panel).</li> <li>- Supply and install all back fill materials.</li> <li>- Supply and pour a new concrete pad over the tank and in the pump area to include the dispenser island (4000 psi, with fiber and rebar).</li> <li>- Reinstall existing pump onto dispensers sump.</li> <li>- Perform required testing of the new equipment (sump and bucket tightness testing, overfill testing).</li> </ul>	
<p>WE PROPOSE hereby to furnish material and labor, in accordance with the above specifications for the sum that appears. Payments to be made as follows: 20% to lock in contract, 30% before start date, 30% before State required piping inspection, balance upon completion. If FPH Tank has to stop or delay work due to payments, permits, or 3rd party delays, FPH reserves the right to charge \$1,100/day delay fee.</p>	<h2>Total</h2>

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is responsible for carrying fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of this Proposal constitutes a legally binding contract for the work specified upon the payment terms contained herein. Failure to pay for the work as contracted will result in the due. Should the Account be placed in for collections or to enforce any terms of this contract, FPH Tank Installation & Service, Inc. shall be entitled to recover from the contracting party ALL costs of collection and reasonable attorney's fees.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Respectfully Submitted,  
FPH TANK INSTALLATION & SERVICE, INC.

Authorized  
Signature

Scott Oeschger

Signature \_\_\_\_\_

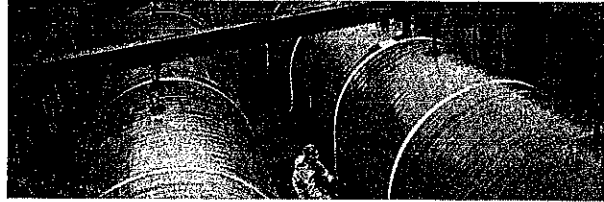
NOTE: This proposal may be withdrawn by us if not accepted in 15 days.

Signature \_\_\_\_\_



32 Railroad Avenue Orleans, VT 05860

Town of Norwich  
300 Main Street  
Norwich, VT



Phone: 802-754-2878  
Toll Free: 800-286-6686  
Fax: 802-754-2461

Web: www.fph tankservices.com  
E-Mail: dcscotto@comcast.net

Estimate #      Date  
1248A            6/22/2022

Project: Tank Top Work - Public W...

# Proposal

Description of Work to be done	
<p>Not included in the scope of work:</p> <ul style="list-style-type: none"> <li>- Paving</li> <li>- Any electrical work other than described above (Electrician to quote canopy lights, and other electrical work seperately).</li> <li>- Handling of contaminated material or liquid. Any contaminated material or liquid will be placed in 55 gallon drums and left at the site for the customer to dispose of. A charge of \$65 per drum used will be added to the final invoice.</li> </ul> <p>***This work is expected to take 10 to 14 days to complete.</p>	
<p>WE PROPOSE hereby to furnish material and labor, in accordance with the above specifications for the sum that appears. Payments to be made as follows: 20% to lock in contract, 30% before start date, 30% before State required piping inspection, balance upon completion. If FPH Tank has to stop or delay work due to payments, permits, or 3rd party delays, FPH reserves the right to charge \$1,100/day delay fee.</p>	<h2>Total</h2>

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is responsible for carrying fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of this Proposal constitutes a legally binding contract for the work specified upon the payment terms contained herein. Failure to pay for the work as contracted will result in the due. Should the Account be placed in for collections or to enforce any terms of this contract, FPH Tank Installation & Service, Inc. shall be entitled to recover from the contracting party ALL costs of collection and reasonable attorney's fees.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature

Respectfully Submitted,  
FPH TANK INSTALLATION & SERVICE, INC.

Authorized  
Signature

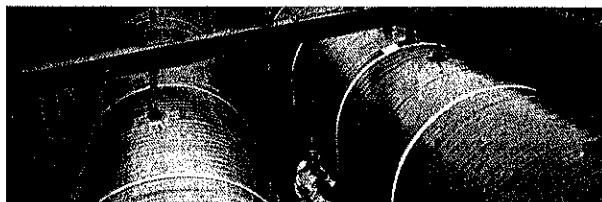
~~Scott Geschger~~

NOTE: This proposal may be withdrawn by us if not accepted in  
15 days.  
Page 2



32 Railroad Avenue Orleans, VT 05860

Town of Norwich  
300 Main Street  
Norwich, VT



Phone: 802-754-2878  
Toll Free: 800-286-6686  
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Web: www.fphtankservices.com  
E-Mail: dcscotto@comcast.net

Estimate # 1248A  
Date 6/22/2022

Project: Tank Top Work - Public W...

# Proposal

Description of Work to be done	
<p>~~~~~ CHANGE ORDER ~~~~~  June 23, 2022  &gt; Changed description of ESTIMATE. (+\$0.00)  Total change to estimate +\$0.00</p> <p>~~~~~ CHANGE ORDER ~~~~~  June 29, 2022  &gt; Increased price of ESTIMATE from \$63,500.00 to \$64,925.00. Changed description of ESTIMATE. (+\$1,425.00)  Total change to estimate +\$1,425.00</p>	
<p>WE PROPOSE hereby to furnish material and labor, in accordance with the above specifications for the sum that appears. Payments to be made as follows: 20% to lock in contract, 30% before start date, 30% before State required piping inspection, balance upon completion. If FPH Tank has to stop or delay work due to payments, permits, or 3rd party delays, FPH reserves the right to charge \$1,100/day delay fee.</p>	<p><b>Total</b> \$64,925.00</p>

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is responsible for carrying fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of this Proposal constitutes a legally binding contract for the work specified upon the payment terms contained herein. Failure to pay for the work as contracted will result in the due. Should the Account be placed in for collections or to enforce any terms of this contract, FPH Tank Installation & Service, Inc. shall be entitled to recover from the contracting party ALL costs of collection and reasonable attorney's fees.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Respectfully Submitted,  
FPH TANK INSTALLATION & SERVICE, INC.

Authorized  
Signature

Signature \_\_\_\_\_

Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted in \_\_\_\_\_ days.

---

-----Original Message-----

From: dwschoop <dwschoop@yahoo.com>

Sent: Friday, June 24, 2022 7:55 AM

To: Chris Kaufman <ckaufman@norwich.vt.us>

Subject: Norwich Town Garage

Chris

Please find the following cost proposals for your review.

1) Truck Parking Area

Install electrical panel on existing wood post at parking area. Install 30amp 120/240 volt feed in existing 1/2" underground conduit from shop building to new panel. Install (4) truck heater outlets with switches on existing wood posts. Outlets to be fed with individual 20 amp GFI circuit breakers in new panel.

Total cost \$2750.00

2) Salt Shed

Install (4) LED wall pack lights, (2) interior LED overhead lights and (3) interior GFI outlets as discussed.

Total cost \$3420.00

3) Fuel area canopy and adjacent shed

Install (4) LED canopy lights with motion sensor control. Install (1) LED overhead light in shed with motion sensor control.

Total cost \$2825.00

Thank you

David Schoop

Schoop Electric

802-793-1171

Sent from my iPad

TO: Rod Francis, Town Manager  
FROM: Chris Kaufman, DPW Director  
RE: Transfer Station Waste Oil Hazardous Waste Disposal  
DATE: July 18, 2022

---

### **Background**

The Transfer Station has received waste motor oil (typically oil drained from small engines) for collection. Non-contaminated waste motor oil can be recycled. When the oil is contaminated (usually water or coolant) then it must be treated as hazardous waste and the town must pay to dump it. A small amount of contamination can render the whole storage tank as waste.

As part of the streamlining of Transfer Station operations and revised fee schedule we have stopped taking waste motor oil. Non-contaminated waste motor oil can be left at area auto parts stores. We now need to pay to have the hazardous materials dealt with.

### **Bid Process**

There is only one vendor for this work. See attached quote. The total amount is \$5,921.09.

### **Recommendation**

I suggest that we proceed with having the contaminated waste oil tank emptied. to be paid from the General Fund.

### **Suggested Motion**

That the Selectboard authorize the Town Manager to approve the bid from Clean Harbors for removal of contaminated waste oil for an amount not to exceed \$5,921.09 to be paid from the General Fund.



Clean Harbors Environmental Services, Inc.  
3527 Whiskey Bottom Road  
Laurel, MD 20724  
www.cleanharbors.com

May 24, 2022

Attn: Mr. Paul Albee  
Norwich Transfer Station  
24 New Boston Rd  
Norwich, VT 05055

Quote #4034581

Dear Mr. Albee:

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.

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. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Zachary Kadamus  
SKE Sales Rep  
Zachary.kadamus@safety-kleen.com



## QUOTE CONDITIONS

CHES field crews will perform all Health and Safety related tasks as directed by the local CHES H&S Representative and any site specific regulations pertinent to your facility. An on site safety meeting will be conducted and documented.

CHES crew will communicate with your on site representatives to ensure site conditions are as expected and the contents of the tank are as discussed.

After the appropriate lockout and tagouts are performed, field crews will complete the following:

- open tank with pipe wrenches and remove the vent or fill pipes in order to make access if needed., perform appropriate monitoring and ventilation procedures tank as required
- transfer of recoverable product to drums using a stinger to access tanks interior at various points (Approx. 250 gallons)
- Triple rinse tank with 3D nozzle or pressure washer and vac out all rinse water into drums
- Replace any pipes or fill screens that were removed to gain access into the tank.
- manifest and label waste

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

Clean Harbors Environmental (CHES) will conduct Health and Safety meeting prior to the start of the project to go over any hazards of the job. The field crew will also participate in the customer's site-specific health and safety training.

This quotation does not include any analytical sampling or profile costs. Any disposal pricing provided is based on assumptions. Final pricing will be determined by a completed waste profile. If there is disposal on the project and disposal pricing is not listed below, it will be provided after characterization of the waste and acceptance into a disposal facility.

Customer will be responsible for providing water and electric if needed.

Quote is based off of Monday-Friday daylight hours. If weekend or holiday hours are requested additional fees will be invoiced.

All waste generated will remain on the customers site until an approved profile is in place.

This quote was based off of 250 gallons plus rinse water or 6 drums of waste. Actual volumes disposed of will be invoiced.

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



May 24, 2022  
Clean Harbors Quote #4034581

Page 3 of 10

## **QUOTE CONDITIONS**

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.

CHES crews will be granted complete, unrestricted access to work area and the truck will be able to get as close to the tank as possible.

Job is quoted for (1) 8 hour shift, including mobe and demobe. If additional shifts are required a change order will be issued and agreed upon before work continues.

For the purpose of this quote, job has been quoted sight unseen. If anything falls outside of the normal scope of work discussed, a mutually agreed upon "Change Order" will be issued before work resumes.



### QUOTE SUMMARY

Description	Amount
TASK 1: PUMPOUT OF CONTAMINATED UMO TANK \$2,450.00 per day, estimated 1 days	\$2,450.00
TASK 2: TRANS AND DISPOSAL OF DRUMS	\$1,632.00
TASK 3: PURCHASED MATERIALS	\$636.00
<b>Subtotal</b>	<b>\$4,718.00</b>
<b>Estimated Recovery Fee</b>	<b>\$1,203.09</b>
<b>QUOTE TOTAL</b>	<b>\$5,921.09</b>



**TASK 1: PUMPOUT OF CONTAMINATED UMO TANK**

<b>TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL</b>	<b>\$2,450.00</b>
\$2,450.00 per day, estimated 1 days	
Estimated Recovery Fee	\$624.75
<b>Estimated total, including Fees</b>	<b>\$3,074.75</b>

**TASK 2: TRANS AND DISPOSAL OF DRUMS**

**DISPOSAL**

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
FB2	LIQUID FUEL WITH SOLIDS	6	55 gallon drum	\$168.00	\$1,008.00
<b>Total</b>					<b>\$1,008.00</b>

**Surcharges (if applicable)**

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
<i>Waste Code FB2:</i>					
For solids between 12-36 inches	\$210.00	55 Gallon Drum	12.00	36.00	INCH

**TRANSPORTATION**

Dispatch Location	Qty	Price UOM	Total
New Hampshire ServiceCenter	6	\$62.00 container	*\$624.00

\*Minimum charge \$624.00 per trip.

A demurrage charge of \$115.00 per hour will apply as follows:

Number of Containers	Allowable Loading Time
1 to 10	0.5 hour(s)

<b>TASK 2: TOTAL ESTIMATE</b>	<b>\$1,632.00</b>
Estimated Recovery Fee	\$416.16
<b>Estimated total, including Fees</b>	<b>\$2,048.16</b>



**WASTE CLASSIFICATIONS SPECIFICATIONS**

Waste Code	Description
FB2	<p><b>Liquid Fuel With Solids</b></p> <p>Less than 12" of dispersible sludge  Less than 5 percent halogens/sulfur  Source of PCB &lt; 50 ppm  Greater than 5,000 BTU's  No pesticides  No debris  Medium viscosity (e.g. motor oil)  Must not set-up with water or with organic solvents  PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>

**TASK 3: PURCHASED MATERIALS**

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
6	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	1 each	n/a	\$106.00	\$636.00
<b>Total</b>					<b>\$636.00</b>

**TASK 3: TOTAL ESTIMATE**

**\$636.00**

Estimated Recovery Fee

\$162.18

**Estimated total, including Fees**

**\$798.18**

**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 30 Days



## GENERAL CONDITIONS

- 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](http://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.
- 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.



**GENERAL CONDITIONS**

- 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: Rod Francis, Town Manager  
FROM: Chris Kaufman, DPW Director  
RE: Moore Lane Bridge Hazardous Materials  
DATE: July 21, 2022

---

### **Background**

This is the quote for a more substantial temporary clean up effort at Moore Lane Bridge after our meeting there with Clean Harbors on Wednesday morning.

### **Bid Process**

There is only one vendor for this work. See attached quote. The total amount is \$23,461.20.

### **Recommendation**

I suggest that we proceed with this work because of the serious nature of the problem. While it is frustrating, I believe we need to continue demonstrating a good faith effort to DEC.

### **Suggested Motion**

That the Selectboard authorize the Town Manager to approve the bid from Clean Harbors for additional work to prevent hazardous materials from entering the stream at the Moore Lane bridge for an amount not to exceed \$23,461.20, to be paid from the Bridge Reserve Fund.



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

July 21, 2022

Attn: Mr. Chris Kaufman  
Town Of Norwich  
26 New Boston Road  
Attn Andy Hudgon  
Norwich, VT 05055

Quote #4080018, 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 ERECT SCAFFOLDING TO REMOVE IMPACTED POLY SHEETING AND ACCUMULATED WASTE INTO DRUMS. DRUMS WILL THEN BE TRANSPORTED TO DPW FOR A LATER PICKUP.

- CREW WILL THEN INSTALL TWO LAYERS OF PLYWOOD UNDER THE BRIDGE TO CAPTURE DRIPPING CREOSOTE. THE TWO LAYERS WILL HAVE STAGGERED SEAMS AND THOSE SEAMS WILL BE SEALED WITH A FLASHING TAPE. \$7k MISC. MATERIALS IN QUOTE BREAKDOWN BELOW REPRESENTS CONSTRUCTION MATERIAL COSTS AND SCAFFOLDING RENTAL.

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,

Oscar Straw



July 21, 2022  
Clean Harbors Quote #4080018

Page 2 of 9

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



### QUOTE SUMMARY

Description	Amount
TASK 1: MANAGE WASTE UNDER BRIDGE, INSTALL PLYWOOD UNDER BRIDGE	\$17,454.00
TASK 2: DRUMMED WASTE FOR DISPOSAL	\$1,166.00
<b>Subtotal</b>	<b>\$18,620.00</b>
<b>Estimated Recovery Fee</b>	<b>\$4,841.20</b>
<b>QUOTE TOTAL</b>	<b>\$23,461.20</b>



**TASK 1: MANAGE WASTE UNDER BRIDGE, INSTALL PLYWOOD UNDER BRIDGE**

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
3	Field Technician	8 hour*	3	\$56.00	\$4,032.00
3	Field Technician Overtime	2 hour	3	\$84.00	\$1,512.00
1	Foreman	8 hour*	3	\$72.00	\$1,728.00
1	Foreman Overtime	2 hour	3	\$108.00	\$648.00
2	Pickup/Van/Car/Crew Cab	3 day	n/a	\$281.00	\$1,686.00
1	Utility / Support Trailer	3 day	n/a	\$212.00	\$636.00
2	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	1 each	n/a	\$106.00	\$212.00
1	Misc. Materials	1 each	n/a	\$7,000.00	\$7,000.00
<b>Total</b>					<b>\$17,454.00</b>

\*Includes portal-to-portal travel time

<b>TASK 1: TOTAL ESTIMATE</b>	<b>\$17,454.00</b>
Estimated Recovery Fee	\$4,538.04
<b>Estimated total, including Fees</b>	<b>\$21,992.04</b>

**TASK 2: DRUMMED WASTE FOR DISPOSAL**

**DISPOSAL**

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
2452010	COAL TAR IMPACTED DEBRIS AND PPE	2	55 gallon drum	\$583.00	\$1,166.00
<b>Total</b>					<b>\$1,166.00</b>

**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
	\$1.00	Pounds	500.00	501.00	Pounds



**TASK 2: TOTAL ESTIMATE**

**\$1,166.00**

Estimated Recovery Fee

\$303.16

**Estimated total, including Fees**

**\$1,469.16**

**WASTE CLASSIFICATIONS SPECIFICATIONS**

Waste Code	Description
2452010	<p><b>COAL TAR IMPACTED DEBRIS AND PPE</b></p> <p>DRUM SPECIFICATION:            No large metal pieces (rebar)            Source of PCB &lt; 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'  <b>PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION</b></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 30 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.



## GENERAL CONDITIONS

- 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.
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**GENERAL CONDITIONS**

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- 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.

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- 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.
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- 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.

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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.

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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.

07/22/22

## Town of Norwich Accounts Payable

Page 1

11:49 am

Check Warrant Report # 23-2 Current Prior Next FY Invoices  
 For checks For Check Acct 03(General) 07/27/22 To 07/27/22

HTML5LIMILLICAN

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
BESTSEPT	BEST SEPTIC SERVICE, LLC	33698 DPW - PORTABLE TOILETS X	130.00	0.00	130.00	11904	07/27/22
BESTSEPT	BEST SEPTIC SERVICE, LLC	34208 DPW-PORTABLE TOILET X2	130.00	0.00	130.00	11904	07/27/22
					-----		
					Check Total	260.00	
LINDBERG	CHERYL A LINDBERG	0713MAILCERT CURRENT USE MAILING CERT	44.00	0.00	44.00	11905	07/27/22
FOGGS	FOGG'S HARDWARE AND BUILDING S	138217/6 DPW-GRIND WHEEL & BATTER	19.97	0.00	19.97	11906	07/27/22
GNOMON	GNOMON COPY	62180 LSTR- X6 CTM FASTBACKS	35.00	0.00	35.00	11907	07/27/22
JOESEQUIP	JOE'S EQUIPMENT SEV. INC.	42799-01 DPW-MOWER BLADE SHARPN	39.00	0.00	39.00	11908	07/27/22
MAYER	MAYER & MAYER	PR-07/13/22 Payroll Transfer	25.00	0.00	25.00	11909	07/27/22
STANTEC	STANTEC CONSULTING SERVICES, I	1939846 DPW-TGERTWN RD CULVRT	1243.89	0.00	1243.89	11910	07/27/22
TSSAND	TWIN STATE SAND & GRAVEL	104459 DPW - AGGREGATE	3980.96	0.00	3980.96	11911	07/27/22
TSSAND	TWIN STATE SAND & GRAVEL	104460 DPW - AGGREGATE	5992.57	0.00	5992.57	11911	07/27/22
					-----		
					Check Total	9973.53	
UNIFIRST	UNIFIRST CORPORATION	1070137796 DPW & B/G: UNIFORM CLNIN	189.75	0.00	189.75	11912	07/27/22
UNIFIRST	UNIFIRST CORPORATION	1070146972 DPW/B&G UNIFORM CLEANING	234.31	0.00	234.31	11912	07/27/22
					-----		
					Check Total	424.06	
NORTRAX	UNITED CONSTRUCTION & FORESTRY	9530636 DPW-JHN DEER 672G	2893.81	0.00	2893.81	11913	07/27/22
NORTRAX	UNITED CONSTRUCTION & FORESTRY	9530981 DPW-JHN DEER 624K-II 201	450.62	0.00	450.62	11913	07/27/22
					-----		
					Check Total	3344.43	
WBMASON	W.B. MASON CO., INC.	230807863 B&G - EXAM GLOVES	24.88	0.00	24.88	11914	07/27/22
WEBSTER	WEBSTER & DONOVAN EXCAVATING,	6456 DPW- EXCAVATOR	3400.00	0.00	3400.00	11915	07/27/22
WHITCOMB	WHITCOMB WELDING	598 FD- 4 HR F.ENGINE SVC'D	1205.72	0.00	1205.72	11916	07/27/22
EARTHLINK	WINDSTREAM	74914186 JULY '22 PHONE SVCS	319.86	0.00	319.86	11917	07/27/22
WORKSAFE	WORKSAFE TRAFFIC CONTROL INDUS	28737 DPW-ALUMINUM SIGNS X11	548.22	0.00	548.22	11918	07/27/22

07/22/2022

Town of Norwich Accounts Payable

11:49 am

Check Warrant Report # 23-2 Current Prior Next FY Invoices  
For checks For Check Acct 03(General) 07/27/22 To 07/27/22

HTML5LMILLICAN

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			20,907.56	0.00	20,907.56		

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 \$ \*\*\*\*20,907.56  
Let this be your order for the payments of these amounts.

Finance Director Fielding Essensa  
DocuSigned by: Fielding Essensa  
9508BF489F574F0...

Town Manager: Rod Francis  
DocuSigned by: Rod Francis  
D4520EC72DA7484...

SELECTBOARD:

Roger Arnold  
Chair

Mary Layton  
Vice Chair

Robert Gere

Marcia Calloway

Claudette Brochu

DRAFT Minutes of the Selectboard Meeting of  
Wednesday, July 13, 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; Marcia Calloway; Robert Gere; Rod Francis, Town Manager.

Also participating: Lieutenant Hugh O'Donnell (VSP), Stuart Richards, Amy Stringer, Demo Sofronas, Charlotte Metcalf, Jaan Laaspere, Michael Costa, Cheryl Lindberg, Bonnie Munday, Pam Smith

1. Convene Meeting at -- 6:32 pm.
2. Agenda Review. Layton **moved** (2<sup>nd</sup> Calloway) to approve the agenda. **Motion approved unanimously.**
3. Public Participation. Stuart Richards requested that the Board hold meetings in-person and answer more questions from the community. Amy Stringer said she doesn't understand why the Board can't have an open, honest conversation. Amy Stringer said that feels that it's the Board's job to implement what the voters want, and she wants the police department back in full swing. Demo Sofronas asked the Board to listen to what residents have to say and keep the lines of communication open. Charlotte Metcalf apologized for errors made in previous correspondence and then read a letter sent to her by a resident with police staffing concerns. Jaan Laaspere asked the Board to share a version of the HR report with the public. Michael Costa commented that he thinks many people in town are concerned and that the Town should be transparent and pivot to problem-solving. Stuart Richards asked for a Q&A for residents as an agenda item. Arnold said the Town is committed to fostering a safe and respectful workplace and the Town has engaged various expertise to do that work and when that work is finished the Town hopes to share to the extent possible what the Board learns.
4. Consent Agenda. Layton **moved** (2<sup>nd</sup> Calloway) to approve the A/P warrant in the meeting packet. **Motion approved unanimously.**

Approve Draft Minutes. Board Members discussed best procedures for receiving corrections to draft meeting minutes from Board Members and members of the public.

Layton **moved** (2<sup>nd</sup> Gere) to approve the draft minutes as presented in the packet. Demo Sofronas said he wants the Board to consider his addition that is part of the packet. Charlotte Metcalf said she provided additions in accordance with instructions provided by Town Staff. **Motion approved (3-yes; Calloway-no).**

Correspondence. Layton moved (2<sup>nd</sup> Gere) to receive correspondence. Calloway asked for an update on the letter regarding tax overpayment refunds. Fielding Essensa, Finance

Director, reminded the board that the past practice with tax overpayments was identified as a problem by the auditor during her presentation to the Board, and subsequently in the audit report. Monthly tax payments resulting in a credit being owed back to the taxpayer are identified after the second payment. Previously this has been inappropriately credited to the following years tax payments. Layton asked if there is a way to structure payment plans for residents that do not result in overpayments. Essensa said that he is happy to speak to any taxpayer about a monthly payment plan that will not result in overpayment. The Finance Director offered to provide an explanation to Ms. Ness **Motion approved unanimously.**

5. Town Manager's Report. Francis said he has proceeded with advertising officer positions on the Vermont Criminal Justice Council website and indeed.com. He has completed a preliminary interview with a Police Chief candidate and has asked for feedback on the suitability of the candidate from law enforcement partners before proceeding further. Francis said the Town is thankful for the support of our neighboring towns and the Vermont State Police.

Francis said that he is pleased that the Town was able to secure a bid for an audit from a well-respected firm. Francis said the RFQ for the space analysis for Tracy Hall is circulating and that he has worked with Geoff Martin, TRORC Regional Energy Coordinator, to sign a contract with a HVAC and Energy consultant who will make short-term and medium-term recommendations to address the Boilers in Tracy Hall.

Francis reported on the work with the contractor Clean Harbors on the Moore Lane Bridge noting concerns with the temporary solution. The town is waiting on advice from the Department of Environmental Conservation.

Layton asked about the timeframe for completing the training at the Police Academy for any Police Chief candidate. Francis described how the waiver process would work for an out-of-state hire. Francis said that only one application to date has been from within the State.

Calloway asked Lt. O'Donnell if the local barracks are helping Norwich and how many other towns are in similar staffing situations. Lt. O'Donnell said he believes that Norwich is the only town in the Royalton barracks area that is experiencing such significant shortages.

Arnold asked Lt. O'Donnell to clarify how the Sheriff's office provides coverage in the area and interacts with the State Police.

Lt. O'Donnell said the Sheriff doesn't provide general police coverage unless the town pays, and a lot of Sheriff's departments have dropped their contracts because of their own staffing shortages. Consequently, some towns that have contracted with the Sheriff's department in the past are no longer receiving as much coverage. Arnold noted the topic of police coverage is multi-faceted. O'Donnell replied that contracts that towns have with the Sheriff's department differ from the arrangement the Vermont State Police (VSP) has with Norwich, which is to provide support for urgent response outside the hours of operation for the Norwich Police Department given current staffing levels.

Calloway asked Francis about insurance coverage for the Moore Lane Bridge and if there are any other bridges in the same situation. Francis confirmed that he has emailed with PACIF, the town's insurance carrier. Francis said there is a bridge inventory with condition reports and that currently this is the only bridge with these problems that the town knows of.

Francis said that the contractor who will look at the Tracy Hall Boilers will also be reviewing the DPW garage.

6. Auditing Services. Layton **moved** (2<sup>nd</sup> Gere) to enter an agreement on behalf of the Town with Sullivan Powers and Company for auditing services for an estimated cost of \$28,000 for 2022 with a 2022 with a cost 'escalator' for subsequent years (2023: \$28,600; 2024: \$29,100; 2025: \$30,000 and 2026: \$30,000?

Layton asked if the deadline of January 31 was sufficient timing to get information into the Town report. Calloway asked if this was the sole proposal and noted the cost was over what was budgeted. Calloway said she would be more comfortable if the contract was for one year and not several years.

Francis said the cost is a reality of the current market and that we need to decide soon so we can turn an audit around in time. Francis said the contract is for five years but there's a clause that allows either party to move on after the first year. Francis said that the deadline is enough of a buffer for the Town Report.

Cheryl Lindberg, Treasurer, said that Sullivan Powers and Company is a reputable firm.

**Motion approved unanimously.**

Calloway **moved** (2<sup>nd</sup> Layton) to reorder the agenda to place the Selectboard Vacancy agenda item as item number seven. **Motion approved unanimously.**

7. Selectboard Vacancy. Arnold asked Board Members how they would like to proceed in addressing the vacancy and noted that the law required a forthwith appointment to be made by Board members.

Bonnie Munday, Town Clerk, said that an appointment would be made until an election and then an election would determine who completes the term.

Calloway said the Board could appoint Pam Smith because she expressed an interest in the position by previously running

Layton said she's in favor of making an appointment until Town Meeting.

Gere also said he is in favor of an appointment until March.

Layton said she would like the Board to cast a wider net for the vacancy and is open to a former Board member to stepping up and helping.

Gere said we should accept applications and make an appointment at the July 27 meeting.

Calloway said we should have someone who hasn't served on the Board before.

Cheryl Lindberg said that in situations of a vacancy in the past Selectboard members did go to the most recent elections

Michael Costa said he supports a wide net for candidates but hears a tension between wanting to attract new people and it being two weeks in the summer is a quick turnaround.

Stuart Richards supports Pam Smith to fill the vacancy.

Demo Sofronas supports Pam Smith to fill the vacancy.

Layton moved (2<sup>nd</sup> Gere) to advertise for candidates to fill the selectboard vacancy until the next regular election in 2023 with candidates to submit applications by July 21<sup>st</sup> at 3:00 pm to Roger Arnold, Chair. **Motion approved unanimously.**

8. Layton **moved** (2<sup>nd</sup> Gere) to find that premature general public knowledge would clearly place the public body, or a person involved at a substantial disadvantage in contract negotiations for labor law legal services. For example, revealing the relative merits of proposals (including costs) received, frank assessment of qualifications and background and details of existing attorney client relations and to invite the Town Manager

Layton moved (2<sup>nd</sup> Gere) to enter executive session pursuant to 1 VSA §313(a)(1)(A), for the purposes of considering contract terms for labor law legal services?

*The Board entered executive session at 8:33 pm*

Layton moved (2<sup>nd</sup> Gere) to enter public session. **Motion approved unanimously.**

*The Board entered public session at 9:05 pm.*

Layton (2<sup>nd</sup> Gere) **moved** to authorize the town manager to negotiate and sign a contract with the law firm Stitzel, Page, and Fletcher for labor law services. **Motion approved unanimously.**

9. Layton moved (2<sup>nd</sup> Gere) to find that premature general public knowledge would clearly place the public body, or a person involved at a substantial disadvantage in the negotiation of labor relations or agreements with employees. For example, revealing bargaining strategy and the towns disposition about current economic conditions and to invite the town manager and the finance director. **Motion approved unanimously**

Layton moved (2<sup>nd</sup> Calloway) to enter executive session pursuant to 1 VSA §313(a)(1)(B), for the purposes of considering the impact of inflation on personnel retention and recruitment? **Motion approved unanimously.**

*Selectboard entered executive session at 9:07 pm*

Layton moved (2<sup>nd</sup> Gere) to move into public session. **Motion approved unanimously.**

*The Board entered public session at 10:11*

Calloway moved (2<sup>nd</sup> Layton) to approve a one-time cost of living allowance bonus of 5% for all employees currently employed by the Town of Norwich and hired by September 1, 2022 to be paid in four equal installments to begin immediately and ending June 30, 2023. **Motion approved unanimously.**

Layton (2<sup>nd</sup> Calloway) **moved** to adjourn. **Motion approved unanimously.**

Meeting adjourned at 10:13

By Roger Arnold

Approved by the Selectboard on \_\_\_\_\_, 2022

\_\_\_\_\_  
Roger Arnold, Selectboard Chair

Next meeting – July 27, 6:30 pm



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

Agency of Administration

July 12, 2022

Norwich Municipal Officials  
P.O. Box 376  
Norwich, VT 05055

You are receiving this letter because the Vermont Department of Taxes is notifying towns required to reappraise Education Grand List properties. Vermont Law 32 V.S.A. § 4041a(b), requires that a municipality maintain its Education Grand List at a common level of appraisal (CLA) that is between 85% and 115% or a coefficient of dispersion (COD) that is at or below 20%, as determined by the director of Property Valuation and Review (PVR). If the Education Grand List falls outside either of these parameters, the director must order the municipality to reappraise.

Based on the results of the 2021 Equalization Study the CLA and/or the COD in Norwich were outside these acceptable parameters, and therefore, an order to reappraise is issued.

What do you need to do?

1. **Please provide this information to your Board of Listers or Assessor.** An electronic copy of this letter was emailed to the Town Clerk, which includes web-based links to the required forms, reappraisal rules, PVR guidance and helpful resources. If you have not received this additional information, please reach out to PVR/your District Advisor.
2. **Within 30 days respond** to this order to indicate receipt of order and intention to develop a detailed compliance plan. A response form is attached. The response must be signed by the chair of the legislative body of the municipality or their designee. If contesting the order, a response in writing is required.
3. **Plan a reappraisal as soon as possible.** Work with PVR/your District Advisor and send a completed detailed compliance plan, Form RA-308, within 150 days of this order. Based on the date of this order the town response is due by December 9, 2022.

If your municipality has already voluntarily scheduled a reappraisal and submitted a RA-308, a response to this order is not required. Check in with your District Advisor on the status of your reappraisal. If any details or the timeline of your reappraisal have changed, please send updated information.

Send communications to: Vermont Department of Taxes, Property Valuation and Review, ATTN: Reappraisal, 133 State Street FL 1, Montpelier, VT 05633; electronic submissions: your District Advisor and [tax.pvr@vermont.gov](mailto:tax.pvr@vermont.gov).

Sincerely,

Jill Remick, Director  
Property Valuation and Review  
cc: Selectboard, Board of Listers/Assessor





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

Agency of Administration

## ORDER TO REAPPRAISE

### ***Findings of Fact:***

Pursuant to 32 V.S.A. §5406, the Director of Property Valuation and Review notified the Selectboard that the municipal CLA was 84.39% and COD was 13.49%.

### ***Conclusions of Law:***

Pursuant to 32 V.S.A. § 4041a, Norwich is required to reappraise its education grand list properties. Section 4041a. provides:

*(b) If the Director of Property Valuation and Review determines that a municipality's education grand list is at a common level of appraisal below 85 percent or above 115 percent, or has a coefficient of dispersion greater than 20, the municipality shall reappraise its education grand list properties. If the Director orders a reappraisal, the Director shall send the municipality written notice of the decision. The municipality shall be given 30 days to contest the finding under procedural rules adopted by the Director, to develop a compliance plan, or both. If the Director accepts a proposed compliance plan submitted by the municipality, the Director shall not order commencement of the reappraisal until the municipality has had one year to carry out that plan.*

*(c) If a municipality fails to submit an acceptable plan or fails to carry out the plan, pursuant to subsection (b) of this section, the State shall withhold the education, transportation, and other funds from the municipality until the Director certifies that the town has carried out that plan.*

### **Order:**

Now therefore, in conformity with Section 4041a(b) of Title 32, you are hereby ordered to reappraise your Education Grand List properties. Failure to comply will result in withholding of State funds.

Dated at Montpelier, Vermont on this 12<sup>th</sup> day of July 2022.

A handwritten signature in cursive script, appearing to read "Jill Remick".

Jill Remick, Director  
Property Valuation and Review



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

*Agency of Administration*

## **Norwich Municipal Response to Reappraisal Order**

Vermont Law 32 V.S.A. § 4041a(b), requires that a municipality maintain its Education Grand List at a common level of appraisal (CLA) that is between 85% and 115% or a coefficient of dispersion (COD) that is at or below 20%, as determined by the director of Property Valuation and Review (PVR). If the Education Grand List falls outside either of these parameters, the director must order the municipality to reappraise.

Based on the results of the 2021 Equalization Study the CLA and/or the COD in your municipality were outside these acceptable parameters, and therefore, an order to reappraise was issued.

This response acknowledges the municipalities receipt of the reappraisal order. The municipality will work towards submitting a reappraisal compliance plan (Form RA-308) within 150 days of the date of order.

The response must be signed by the chair of the legislative body of the municipality or their designee.

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Signature and date

Please return response by mail or email to: Send communications to: Vermont Department of Taxes, Property Valuation and Review, ATTN: Reappraisal, 133 State Street FL 1, Montpelier, VT 05633; electronic submissions: your District Advisor and [tax.pvr@vermont.gov](mailto:tax.pvr@vermont.gov).



**From:** [charlotte metcalf](#)  
**To:** [Charlotte Metcalf](#)  
**Cc:** [Rod Francis](#); [Miranda Bergmeier](#); [Roger Arnold](#); [claudette brochu](#); [Mary Layton](#); [robert gere](#); [Marcia Calloway](#)  
**Subject:** Fwd: Norwich POLICING in light of TRORC regional plan  
**Date:** Wednesday, July 13, 2022 11:47:44 AM

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Please include this letter in the packet for the next select board meeting. It is from a member of the Norwich community who does not want his name or place of business revealed. He has said he will be happy to speak to the select board but does not want his name used in public.

> I would be happy to speak further with you on the phone if you like.

> Paraphrasing is ok.

> Thanks for working on this.

>

>

>> Charlotte

>>

>>> Thank you for your listserv post today. It brought me up to speed on the inadequate police coverage in Norwich.

>>>

>>> I've lived in Norwich for some time. Over that span I have called 911 for police assistance 3 times and although it took over 25 minutes for them to show up (off business hours in the night) they appeared and resolved the issues. One, a drunk who was angry and walking up my driveway with a rifle and banging on my door at 5am. Another was a double stabbing a few years ago with a lot of blood spill and screaming. Thanks to the available police the issues were resolved.

>>>

>>> I grew up a very safe, traditional sportsman who can handle firearms very well. I sold all firearms in our family 8 years ago - It was the escalating violence in America that prompted me to sell everything. I no longer hunt / I have grown older and don't want to cause hurt to anything.

>>>

>>> In light of the town manager and select boards inability to adequately cover the town with 911 policing, juxtaposed with the hot national crime environment, I am considering for the first time in my life, purchasing an automatic rifle designed to stop humans in their tracks should they show up at my residence threatening my family.

>>>

>>> Please be aware, I am NOT a violent person. I do however have little tolerance for the direction our country is moving and the rampant anger and common display that violence is Ok. I don't have anger issues.

>>>

>>> Please consider that a slow or no response by the police is matched by emergency medical care. If a person is dying and bleeding out a professional ambulance crew could readily be available and waiting to render aid just out of sight, but will not do so until the police signal them forward with the declaration that the "scene is safe".

>>>

>>> ... There can be no medical or fire service until the scene is safe.

>>> The fact that the town is not providing adequate police service is also directly denying medical service in higher risk situations.

>>>

>>> If Norwich provides affordable housing to anybody it should be for the police department. That is another whole issue...

>>>

>>>

>>>

>>

>

>>>

**From:** [charlotte metcalf](#)  
**To:** [Rod Francis](#); [Miranda Bergmeier](#); [Roger Arnold](#); [Mary Layton](#); [Marcia Calloway](#); [Pam Mullen](#)  
**Subject:** a letter in support of a select board candidate...  
**Date:** Thursday, July 14, 2022 10:44:53 AM

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Please post in the next packet. Thank you.

This letter is to affirm the statements made last evening at the Select Board meeting recommending established protocol for select board appointments during an unexpired term. Two people with extensive experience in such matters, Demo Sofronas and Cheryl Lindberg said it is traditional for a person who has previously indicated an interest in becoming a member of the board and has actually campaigned and garnered votes, to be given preference.

As of this writing, July 14, 2022 that person would be Pam Smith who has twice run for select board. I urge the board- Roger Arnold, Mary Layton, Rob Gere and Marcia Calloway to put aside differences you may have with this most valid applicant and do what is fitting. Pam Smith is not running for general election, she is asking those of you who represent the voters to do the right thing, one that has serious precedent.

Sincerely,  
Charlotte Metcalf



Roger Arnold &lt;rogerarnoldvt@gmail.com&gt;

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## Support for Pam Smith

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**Mary Gorman** <mcbgorman@gmail.com>

Fri, Jul 15, 2022 at 9:53 PM

To: Roger Arnold &lt;rogerarnoldvt@gmail.com&gt;

Cc: Mary Layton &lt;marydlayton@gmail.com&gt;, Miranda Bergmeier &lt;MBergmeier@norwich.vt.us&gt;, Robert Gere &lt;rgere@mac.com&gt;, Stephen Gorman &lt;steve@stephengorman.com&gt;, msbcalloway@gmail.com

Please include in the Selectboard packet

Roger,

We fully support the appointment of Pam Smith to the Selectboard left vacant by Claudine Brochu. Given Pam's deep dedication to public service, her strong interest in serving in the position (as demonstrated by her decision to pursue the position in recent elections), and her knowledge of town issues, we believe she deserves the appointment and will serve the town well. She received more than 400 votes in the last election, another demonstration of the support she has.

Given the current challenges facing the town, it is imperative that a new Selectboard member be appointed as soon as possible. We will be disappointed if Pam is not a member of your august group.

Respectfully submitted,

Mary and Steve Gorman  
504 Hawk Pine Road

**From:** [Stuart Richards](#)  
**To:** [norwich@lists.vitalcommunities.org](mailto:norwich@lists.vitalcommunities.org)  
**Cc:** [Rod Francis](#); [Miranda Bergmeier](#); [Mary Layton](#); [Claudette Brochu](#); [Bob Gere](#); [Roger Arnold](#); [Marcia Calloway](#)  
**Subject:** FW: NORWICH PROBLEMS  
**Date:** Sunday, July 17, 2022 2:58:15 PM

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Dear Readers,

Last Wednesday's Selectboard meeting was extremely disappointing. The Chair refused to answer questions stating that "public comment" did not require him to answer questions and was only for comment not for answers. In addition, there is no indication from this Selectboard that they will have an agenda item to answer questions nor is there any indication that any of the many concerns and questions that have been posed by numerous people will be answered in writing. Choosing to ignore reasonable questions from numerous members of the public is the wrong approach and ignores the transparency that is all important for the public to stay informed and for the public to have confidence in the way the Selectboard is proceeding. The Selectboard needs to address the concerns of the public regarding the way employees are being treated and the departure of numerous valued employees. There have been at least 3 Dept. of Public Works employees who are said to have left Norwich employment for LOWER wages. In addition, apparently the departing police chief wrote either the Town Manager or Selectboard or both and never received an answer. If correct this is telling us that something is really amiss. Surely the Selectboard is aware that answers to the questions that have been asked can be gotten through the Right to Know Law and the Freedom of Information Act. Why the Selectboard should have to be compelled to answer reasonable questions is a mystery to me. However, if their silence continues perhaps that is the only way that the public will be able to get answers. I urge the Selectboard to be fully transparent and to schedule an agenda item to address public concerns and to answer these concerns in writing.

Moreover why a valued Norwich resident should have to file suit to compel the Selectboard to follow the Open Meeting Law is a further mystery to me when the Selectboard could easily make this suit go away by following the Open Meeting Law.

A further concern that was not addressed at the meeting was the misstatement in the minutes of what members of the public said in a previous meeting. Several individuals said that what was in the minutes was incorrect and they asked for corrections to be made. The Selectboard except for Marcia Calloway voted not to make any corrections. Allowing misstatements in the minutes to go forward without corrections seems to this writer to be very wrong.

None of the above should be construed as a personal criticism of some hardworking volunteers. Nevertheless, I'd like to see the Selectboard change course. Please put this email into Selectboard correspondence.

Thanks for reading,

Stuart Richards

802-272-8557

**From:** [Peter Orner](#)  
**To:** [Roger Arnold](#); [Select Board](#); [Miranda Bergmeier](#); [Andy Scherer](#)  
**Cc:** [Rod Francis](#); [Jaci Allen](#)  
**Subject:** Measure 10, walkability, and Traffic Calming  
**Date:** Monday, July 18, 2022 1:09:42 PM

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Dear Roger,

I ask that this email be included in the official correspondence.

I find your answer below unsatisfactory. Essentially my email, and others like it, raised two straightforward questions:

- 1) When will work on Measure 10 begin?
- 2) What, in the meantime, is being done about traffic calming in Norwich?

As you know, Measure 10, which allocates 50,000 to study walkability and pedestrian safety in Norwich, as well as completion of the phase two study for Beaver Meadow, was passed by the voters back in March. As you'll also remember, Measure 10 was written and put forth by the Selectboard and the town manager. In fact, you and the town manager led the ballot measure discussion during the public forum preceding the vote. At no point did you or anyone else say that implementation of Measure 10 was contingent upon the hiring of new staff, issues of budget priorities, etc.

As for traffic calming, which you did not address in your response, you'll remember that almost two years ago now Claudette asked then town manager Herb Durfee to come back to the Selectboard with immediate recommendations for how to calm traffic down, on Beaver Meadow in particular. Durfee did return to the Board with modest recommendations. To date, not a single one has been enacted, nor, to my knowledge, even discussed.

As everyone who walks the loop knows, cars and trucks continue to routinely ignore the residential 25 MPH on the town stretch of Beaver Meadow, as elsewhere in town. To make matters worse, the speed signs on Beaver Meadow and Turnpike have both been out of order for the past two weeks.

I've long said that traffic calming is not primarily a police issue. But in the absence of any action on the part of the town the last resort is to ask for increased patrols, even though we recognize how stretched our tiny force is at the moment.

You have often discussed town priorities. The passage of Measure 10 indicates that walkability and pedestrian safety are high priorities for a majority of voters. We've put up the money to prove it. Contrast this with the defeat of the measure that would have allocated 50,000 for further study of policing.

I understand that you, Rod, and the rest of the Board are quite busy and that there are increased challenges. But I ask that work on Measure 10, the measure you all put forth, begin this summer (as you and the town manager have previously indicated), including moving ahead with the promised phase 2 study of Beaver Meadow.

Finally, I'd like to take this opportunity to thank Jaci Allen, Head of the Planning Commission,

for her willingness to engage on this issue. I think we all have a lot to learn from Jaci's communication skills, positive energy, and creative ideas.

Many thanks,  
Peter  
6 Moore Lane

On Mon, Jul 11, 2022 at 9:40 PM Roger Arnold <[rogerarnoldvt@gmail.com](mailto:rogerarnoldvt@gmail.com)> wrote:

HI Peter,

I have always understood that Article 10 would be driven by an RFQ/P led by town staff. Any specific questions would be addressed through the iterative drafting process. I believe I have offered this answer consistently since April. This is actually my answer to your questions as I understand them.

I can appreciate the frustration. The good news is that the Planner job is now being advertised and I think everyone is hopeful that the hire will be able to prioritize Bike/Ped facilities. We are lacking staff in key positions across all departments, especially police.

The Board has not been able to focus on Article 36, Childcare, Bike/Ped issues or any of the substantive policy matters we are facing. I think we all may be interested in experimenting with temporary road closures, speed carts, and signage, (items discussed amongst town staff, I believe) but resources and capacity are incredibly limited. The Board needs to talk with Rod on priorities before budget season and we need to get through at least one more difficult meeting before that, now with one less of us since Claudette's resignation.

That's all I can answer from my end.

Thanks so much,  
Roger

On Mon, Jul 11, 2022 at 8:08 PM Peter Orner <[peterorner@gmail.com](mailto:peterorner@gmail.com)> wrote:

Dear Roger and Rod,

The speeding on Beaver Meadow is worse than ever. Every night recently after 5 pm multiple cars and trucks doing over fifty in a residential 25 with walkers present. People are getting very tired of it, and someone at some point is going to get seriously hurt out here. A neighbor just came to my door to complain about the lack of patrols. Are there any resources to deal with this at all? I've always said that this is not a police problem but the lack of attention to the issue by the town manager and Selectboard leaves us with no choice but to advocate for police patrols, as at the very least they help slow things down for a bit when they are out there. But I have to say frustration levels are reaching new heights.

Also, as you know our group has been waiting since April for a response to our questions about the 50,000 allocation to in part implement phase two. It's now the second week in July.

Cc'ing Jaci on this as well as the Planning Commission plays a role in the later issue.

If I could get a response on 1) where are the patrols? And 2) the detailed questions we raised back in March, I'd appreciate it.

Thanks much,  
Peter

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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.

**To:** Norwich Selectboard

**From:** Norwich Planning Commission

**Date:** July 19, 2022

**Subject: Scoping Document for Sidewalk, Trails, Bike Paths Master Plan**

We're writing to request an opportunity to speak with the Selectboard about a planning project we've drafted and approved to address Town Plan Action Item #6-3.b stated below:

“Develop a master plan for future trails, paths, sidewalks, and bikeways. Use the master plan as a basis for pursuing grants and other funding for design, right-of-way acquisition, and construction of planned improvements.”

The project would involve appointing a cross-functional committee that has responsibility for developing the master plan on Norwich sidewalks, trails, and bike paths and launching implementation. The Planning Commission has drafted and approved the attached scoping document to guide the work of this new committee.

Due to the cross-functional mission of this effort that includes an array of Town committees, we ask the Selectboard to take the lead on this initiative by choosing members and monitoring execution. The recent Childcare Committee is a good model for this effort with one addition. The Sidewalk, Trails, Bike Paths Master Plan Committee task will be complete after a work plan has been delineated with assigned actions and the implementation process has been launched.

Thanks for your time and consideration. We look forward to discussing with you at your earliest convenience.

## Scoping Document for Sidewalk, Trails, Bike Paths Master Plan

Approved by the Planning Commission 7/12/22

Purpose of the Committee: Complete Town Plan Action Item # 6-3.b

Develop a master plan for future trails, paths, sidewalks, and bikeways. Use the master plan as a basis for pursuing grants and other funding for design, right-of-way acquisition, and construction of planned improvements.

Starts: Committee formed and chair elected

Ends: Acceptance of the Master Plan by the Selectboard and implementation process launched

Activities include:

- Review and summary of past Town work in these areas, history of sidewalk development documented, inventory of existing infrastructure, research on approaches of other towns, new study from consultants, public dialogue, drafting a master plan, gaining approval from participating committees and the Selectboard

Proposed Committee representatives:

- Planning Commission member
- Selectboard member
- Conservation Commission member
- Energy Committee member
- Historic Preservation Commission member
- Interested members of the public
- Fire District representative
- Planning Director

**To:** Norwich Selectboard

**From:** Norwich Planning Commission

**Date:** July 19, 2022

**Re:** Selectboard Approval to Apply for Vermont Community Development Program Planning Grant for Northern Portion of the Norwich Transfer Station Parcel

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At the last Planning Commission meeting on June 13<sup>th</sup>, we approved the attached recommendation from the Affordable Housing Sub-committee that the Town of Norwich apply for a Vermont Community Development Program (VCDP) Planning Grant for site planning work associated with the possible development of affordable housing on the northern portion of the transfer station parcel. **We request your approval as well.** The subcommittee recommends that we ask TRORC to assist the Town with preparing a grant application and administering the grant on behalf of the Town. This means no extra work for Town staff and the potential for receiving grant money to evaluate a site that's been identified by the Affordable Housing Sub-committee that has promise for developing several units of affordable housing.

In brief, the VCDP awards planning grants of up to \$60,000 each using the state's allocation of federal Community Development Block Grants. Here's how it would work:

- The Affordable Housing Sub-committee proposes using the funds to hire a consultant to do the basic site preparation work necessary to confirm whether the northern portion of the transfer station parcel is a viable site on which to develop affordable housing, to develop a basic site plan, and to develop a plan for financing the development. It's expected an assessment of the site's wastewater capacity and an examination of subsurface water quality would be included.
- TRORC would prepare the application and administer the planning grant, reducing the burden on Town staff. They would charge a fee to be negotiated that could be paid for out of the grant; Kevin Geiger indicated on a similar planning grant, they charged a fee of \$10,500.
- A 10% match is required, which means the Town would need to pay \$6,000 to receive a \$60,000 grant (for a total amount of \$66,000 in project resources). Also, when CDBG funds are used for housing, the housing must serve households with incomes at or below 80 percent of the area median income (AMI). This amount varies by household size. For example, for Federal Fiscal Year 2022, 80% of AMI in Norwich (based on the Windsor County median family income) is \$70,500 for a family of four and \$63,4500 for a family of three. While it's not clear if this income limit formally applies to planning grant applications (as opposed to applications for assistance building the housing), as a practical matter, **it will be important in submitting the application to document the town's intention to serve households that meet these income guidelines.** Please notes that these limits are consistent with the policies the town has already adopted for use of the \$40,000 Affordable Housing Fund and a common threshold that would be used by federal and state funding sources for construction of affordable housing.

As you know, no affordable housing has been developed in Norwich since 1992, and we are now in the middle of a statewide and nationwide crisis. As this request is time sensitive to qualify for the available grant, your prompt attention is appreciated.

# Memo

**To:** Norwich Planning Commission

**From:** Jeffrey Lubell, Chair, Norwich Affordable Housing Subcommittee

**Date:** July 3, 2022

**Re:** Vermont Community Development Program Planning Grant for Northern Portion of the Norwich Transfer Station Parcel

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At the last Affordable Housing Subcommittee meeting on June 13, 2022 the Subcommittee formally recommended that the Town of Norwich apply for a Vermont Community Development Program (VCDP) Planning Grant for site planning work associated with the possible development of affordable housing on the northern portion of the transfer station parcel. The subcommittee recommended that we ask TRORC to assist the Town with preparing the grant application and administering the grant on behalf of the Town and empowered me to send a memo to the Planning Commission sharing our recommendation.

The Subcommittee would very much appreciate the Planning Commission taking such actions as are necessary to secure the Town's agreement to proceed with this application, which we would like to submit in time to meet a February 7, 2023 application deadline. A simple pre-application form is due on December 18, 2022 and a public hearing notice must be issued no later than Jan. 18, 2023 for a required public hearing before the application is submitted.

While there is an application round before then due in September 2022, we think the Feb. 2023 deadline is more realistic.

In brief, the VCDP awards planning grants of up to \$60,000 each using the state's allocation of federal Community Development Block Grants. We would propose using the funds to hire a consultant to do the basic site preparation work necessary to confirm that the northern portion of the transfer station parcel is a viable site on which to develop affordable housing, to develop a basic site plan, and to develop a plan for financing the development. Among other things, I expect this would include an assessment of the site's wastewater capacity and an examination of subsurface water quality. TRORC would prepare the application and administer the planning grant, reducing the burden on Town staff. They would charge a fee to be negotiated that could be paid for out of the grant; Kevin Geiger indicated that on a similar planning grant, they had charged a fee of \$10,500.

A 10% match is required, which means the Town would need to pay \$6,000 to receive a \$60,000 grant (for a total amount of \$66,000 in project resources). Also, when CDBG funds are used for housing, the housing must serve households with incomes at or below 80 percent of

the area median income (AMI). This amount varies by household size. For example, for Federal Fiscal Year 2022, 80% of AMI in Norwich (based on the Windsor County median family income) is \$70,500 for a family of four and \$63,450 for a family of three. While it's not clear if this income limit formally applies to planning grant applications (as opposed to applications for assistance building the housing), as a practical matter, it will be important in submitting the application to document the town's intention to serve households that meet these income guidelines.

Prior to voting to recommend that Norwich move forward with a grant application, the Subcommittee had an opportunity to talk with Kevin Geiger to learn more about the application process and the VCDP Planning Grants. Among other things, he noted that it can sometimes take several rounds of applications for a promising grant application to be funded, given competition for limited funds. This is a good reason to move forward with an application in February 2023, rather than waiting to submit for the first time in April 2023. If we are unsuccessful in our application in February 2023, we could resubmit in April, enhancing our chances of getting funded in 2023.

Please let me know if you have any questions or wish to discuss.

Thank you for considering our request and your assistance in moving this forward for Town approval.

**From:** [Stuart Richards](#)  
**To:** [norwich@lists.vitalcommunities.org](mailto:norwich@lists.vitalcommunities.org)  
**Cc:** [Miranda Bergmeier](#); [Mary Layton](#); [Claudette Brochu](#); [Bob Gere](#); [Roger Arnold](#); [Marcia Calloway](#)  
**Subject:** APPOINT PAM SMITH  
**Date:** Tuesday, July 19, 2022 1:22:24 PM

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Dear Readers,

I'd like to point out a couple things that may have already been said. While the Selectboard has discretionary authority to appoint who they wish to vacant Selectboard positions, historic precedent on a number of occasions have shown that prior candidates who have run for office and not been elected have been appointed. Moreover, Pam Smith has demonstrated through hard work in current and prior positions in our town her dedication to Norwich. Her background in finance and suggestions regarding town financial responsibility have been valuable. It will be a real plus to have Pam and her ideas available on our Selectboard.

Stuart Richards

Please put this note in correspondence for the next meeting.

**From:** [Stephen Flanders](#)  
**To:** [Select Board](#)  
**Cc:** [norwich@lists.vitalcommunities.org](mailto:norwich@lists.vitalcommunities.org)  
**Subject:** Why the Norwich Selectboard should give strong consideration to Pamela Smith's application to fill a vacant seat  
**Date:** Wednesday, July 20, 2022 8:49:58 AM

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To the Norwich Selectboard:

Filling the vacated unexpired Norwich Selectboard term of Claudette Brochu will be a matter of choice among applicants. Unless another applicant scores higher in the following set of considerations, I recommend that the board appoint Pamela Smith to that position.

1. She has run for the office twice and received respectable support.
2. She has shown herself to be motivated to understand the issues in front of the board by attending its meetings.
3. Her accounting background gives her strong qualifications to deal with the main work of the board: formulating a budget.
4. She has written cogently and logically in support of her past candidacies.
5. She has acquired experience on the board of listers, regarding the questions of equitable property assessment that may come before the board.

There have been two threads of philosophy on recent boards, 1) using town government as a tool to address societal issues and 2) simply managing a small town with relatively uncomplicated needs. I would ascribe the latter philosophy both to the departed Claudette Brochu and the prospective Pamela Smith. The primary upcoming job of the board is to put together a budget for March town meeting and to conclude any current initiatives.

The board may wish to ask each prospective candidate how they would have addressed the issues behind a short list of the most notable matters that have been put before the board. Each candidate's reasoning should inform the board of how each would support discussion of the board's upcoming business.

I would also ask each candidate how they would assess the will of the voters in formulating policy and whether they could de-emphasize their personal priorities in doing so.

Whoever the board appoints will establish a voting and discussion record that another candidate can run against in March, when this appointment expires. That would be the appropriate time for a candidate to make a case before the voters (not just the selectboard), regarding issues that transcend the simple management of town affairs.

Stephen Flanders, former selectboard member  
317 Hopson Road  
Norwich, VT 05055  
802-649-1134

[stephen.flanders@icloud.com](mailto:stephen.flanders@icloud.com)

**From:** [Douglas Wilberding](#)  
**To:** [Select Board](#)  
**Subject:** OML litigation. Please include in the packet  
**Date:** Thursday, July 21, 2022 10:10:26 AM

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I'd like to respectfully appeal to our Selectboard to resolve the Open Meeting Law litigation with Chris Katucki. Rather than continue to incur legal expense, please find a way to mediate or arbitrate this action.

At the core, this litigation is about reporting and transparency. We should strive to follow the Vermont Open Meeting Law and if errors were made, whether inadvertently or not, let's accept that errors were made, create a formal policy to avoid in the future and resolve the litigation. I feel confident that Chris will work with the Town for an amicable closure to this.

Thank you

Doug  
Norwich